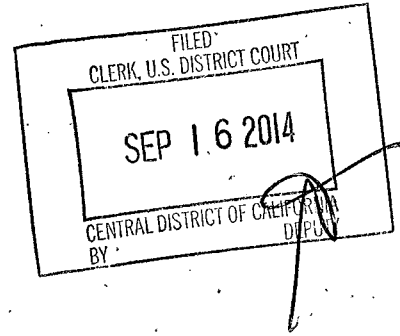


1 KAMALA D. HARRIS  
 Attorney General of California  
 2 SARAH E. MORRISON  
 Supervising Deputy Attorney General  
 3 OLIVIA W. KARLIN (State Bar No. 150432)  
 Deputy Attorney General  
 4 300 South Spring Street, Suite 1702  
 Los Angeles, CA 90013  
 Telephone: (213) 897-0473  
 5 Fax: (213) 897-2802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



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

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  
 19  
 20 AND RELATED CROSS-ACTIONS.

CASE NO.: CV13-03600 RGK (AJWx)

Assigned to: Hon. R. Gary Klausner

**[PROPOSED] CONSENT DECREE  
 BETWEEN PLAINTIFF AND  
 DEFENDANT ESTATE OF DICK  
 DULGARIAN AND DUKE  
 DULGARIAN AS EXECUTOR OF  
 THE ESTATE OF DICK  
 DULGARIAN**

21 INTRODUCTION

22 1. Plaintiff the State of California Department of Toxic Substances  
 23 Control ("Plaintiff" or "the Department") filed a Complaint in this matter pursuant  
 24 to the Comprehensive Environmental Response, Compensation, and Liability Act  
 25 ("CERCLA"), 42 U.S.C. § 9601 *et seq.*, against several parties, including the Estate  
 26 of Dick Dulgarian and Duke Dulgarian as the Executor of the Estate of Dick  
 27  
 28

1 Dulgarian.<sup>1</sup> Through its Complaint, Plaintiff seeks the recovery of "Response  
2 Costs"<sup>2</sup> incurred by Plaintiff in responding to releases and/or threatened releases of  
3 hazardous substances at or from the properties located at 811, 817, 819, 825, and  
4 826 East 62nd Street, Los Angeles, CA 90001, also collectively known as the  
5 Standard Nickel property ("Site"), pursuant to CERCLA section 107(a), 42 U.S.C.  
6 § 9607(a). Plaintiff also seeks declaratory relief under CERCLA section 113(g)(2);  
7 42 U.S.C. § 9613(g)(2), alleging that defendants are jointly and severally liable for  
8 future Response Costs to be incurred by Plaintiff to address the extent of releases  
9 and/or threatened releases of 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 Sons  
12 Standard Plating Company," was established by certain members of the Dulgarian  
13 family on property at the Site. The facility operations included the chromium  
14 plating of pipes for the oil industry. The business was later incorporated in 1946  
15 under the name Standard Nickel-Chromium Plating Company.

16 b. Dick Dulgarian co-owned the following portions of the Site during the  
17 following time periods: 811 E. 62<sup>nd</sup> Street from 1961 to 1988; 817/819 E. 62<sup>nd</sup>  
18 Street from 1960 to 1988; 825 E. 62<sup>nd</sup> Street from 1984 to 1988; and 826 E. 62<sup>nd</sup>  
19 Street from 1989 to 1993. Plating operations were conducted on the Site during  
20 this time. The Department contends, but Settling Defendants dispute, that  
21 hazardous substances were released into the environment as a result of plating  
22 operations on the Site.

23 c. In June of 1997, the Department conducted a site screening for the  
24 United States Environmental Protection Agency as part of an investigation of the  
25

26 <sup>1</sup> Defendant Estate of Dick Dulgarian and Defendant Duke Dulgarian as the Executor for  
27 the Estate of Dick Dulgarian are sometimes collectively referred to herein as "Settling  
28 Defendants." Plaintiff and Settling Defendants are sometimes collectively referred to herein as  
"Parties." (See, *infra*, Section III.)

<sup>2</sup> The term "Response Costs" is defined in Section III, *infra*.

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

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

16 e. The potentially responsible parties named in the ISE Order and  
17 Amendment, including the Estate of Dick Dulgarian, failed to complete the  
18 investigation and remediation of releases and/or threatened releases of hazardous  
19 substances at or from the Site as required by the ISE Order and Amendment.

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

22 g. The Department has incurred Response Costs conducting and  
23 overseeing response actions related to the release and/or threatened release of  
24 hazardous substances at or from the Site, including contamination of the soil, soil  
25 vapor and groundwater. These response actions include, but are not limited to:  
26 issuing orders to potentially responsible parties requiring response actions at and  
27 around the Site; reviewing sampling and analysis of environmental media;  
28 performing inspections and preparing reports; reviewing work plans for

1 investigation and remediation; conducting Site visits and overseeing field work;  
2 holding public meetings; meeting with potentially responsible parties; and  
3 complying with the requirements of the California Environmental Quality Act.  
4 Response Costs incurred by Plaintiff remain unpaid.

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

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

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

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

19 **I. JURISDICTION**

20 5. The Court has subject matter jurisdiction over the matters alleged in  
21 this action pursuant to 28 U.S.C. § 1331 and CERCLA and personal jurisdiction  
22 over each of the Parties. Venue is appropriate in this district pursuant to 28 U.S.C.  
23 § 1391(b) and CERCLA. Solely for the purposes of this Consent Decree and the  
24 underlying Complaint, Settling Defendants waive all objections and defenses that  
25 Settling Defendants may have to the jurisdiction of the Court or to venue in this  
26 district. Settling Defendants shall not challenge the terms of this Consent Decree or  
27 this Court's jurisdiction to enter and enforce this Consent Decree.  
28

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

3     **II.    SETTLEMENT OF DISPUTED CLAIMS**

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

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

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

17     **III.   DEFINITIONS**

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

22           11.    "The Department" or "Plaintiff" shall mean the State of California  
23 Department of Toxic Substances Control, and its predecessors and successors. The  
24 Department is a public agency of the State of California organized and existing  
25 under and pursuant to California Health and Safety Code § 58000 *et seq.* Under  
26 California law, the Department is the state agency responsible for determining  
27 whether there has been a release and/or threatened release of hazardous substances  
28

1 into the environment, and for determining the actions to be taken in response  
2 thereto.

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

5 13. "Parties" shall mean Plaintiff, Duke Dulgarian, as executor of the  
6 Estate of Dick Dulgarian, and the Estate of Dick Dulgarian, collectively.

7 14. "Party" shall mean Plaintiff, Duke Dulgarian, as executor of the Estate  
8 of Dick Dulgarian, the Estate of Dick Dulgarian, individually.

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

13 16. "Settling Defendants" shall mean Duke Dulgarian as executor of the  
14 Estate of Dick Dulgarian and the Estate of Dick Dulgarian, collectively.

15 17. The "Site" shall mean the properties located at 811, 817, 819, 825, and  
16 826 East 62nd Street, Los Angeles, CA 90001, also collectively known as the  
17 Standard Nickel property, including the extent of the releases of hazardous  
18 substances at or from the Site, including its various parcels, into the environment,  
19 including the soil and groundwater.

20 **IV. SETTLING DEFENDANTS' OBLIGATIONS**

21 18. The obligations of Settling Defendants under this Consent Decree are  
22 joint and several.

23 19. Settling Defendants shall collectively pay to Plaintiff the total sum of  
24 two hundred fifty thousand dollars (\$250,000.00), which includes all of the costs,  
25 related to the negotiation, and approval and entry of this Consent Decree. The  
26 payment shall be due within thirty (30) calendar days of the Effective Date of this  
27 Consent Decree.

28

1           20. The payment specified in Paragraph 19, above, shall be made by  
2 certified or cashier's check made payable to Cashier, California Department of  
3 Toxic Substances Control, and shall bear on its face both the Department Site Code  
4 300683 and state, "Standard Nickel Chromium Site."

5           a. The payment shall be sent to:  
6           Cashier  
7           Accounting Office, MS-21A  
8           Department of Toxic Substances Control  
9           P.O. Box 806  
10           Sacramento, CA 95812-0806

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

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

17           Or e-mailed to [Vivian.Murai@dtsc.ca.gov](mailto:Vivian.Murai@dtsc.ca.gov) in .pdf or .jpg format.

18 **V. ACCESS TO INFORMATION**

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

28           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

1 records, documents or information within ten calendar days of the date Settling  
2 Defendants obtained the records, documents or information.

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

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

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

28 **VII. RESERVATION OF RIGHTS**



1           **25. Obligations Under This Decree**

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

8           **26. Claims Regarding Other Sites**

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

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

16           Nothing in this Consent Decree shall constitute or be construed as a release  
17 or covenant not to sue regarding any claim or cause of action against any person (as  
18 defined in CERCLA § 101(21), 42 U.S.C. § 9601(21), who is not a signatory to this  
19 Consent Decree, for any liability he, she or it may have arising out of or relating to  
20 the Site. 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 Paragraph  
26 34 (Parties Bound), nothing in this Consent Decree shall be construed to create any  
27 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 to meet the requirements of this  
5 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' introduction of any hazardous substance,  
9 pollutant, or contaminant to the Site after the Effective Date;

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

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

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

20           **29.    Other Rights Reserved**

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

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

28

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

5 a. After the Effective Date of the Consent Decree, the Department  
6 receives information previously unknown to the Department indicating that the  
7 information provided by Settling Defendants regarding their involvement at the Site  
8 is false, or in a material respect, inaccurate; or

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

#### 13 **VIII. COVENANT NOT TO SUE BY SETTLING DEFENDANTS**

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

#### 22 **IX. CONTRIBUTION PROTECTION**

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

26 a. This Consent Decree constitutes a judicially approved settlement  
27 within the meaning of CERCLA § 113(f)(2), 42 U.S.C. § 9613(f)(2).  
28

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

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

7           d. The "Matters Addressed" in this Consent Decree include: (1) all past  
8 and future Response Costs and all other damages (with the exception of natural  
9 resource damages) incurred by or on behalf of the Department with respect to the  
10 Site, including the Department's oversight costs; (2) all past and future Response  
11 Costs that have been and/or may be incurred by or on behalf of any other person,  
12 including any past, present or future Site owner or operator, with respect to the Site;  
13 and (3) interest on amounts referred to in subsections (1) and (2).

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

17           f. Nothing in this Consent Decree diminishes the right of the Department  
18 under CERCLA to pursue any other person for Response Costs incurred by the  
19 Department and to enter into settlements that give rise to contribution protection  
20 with those persons.

21 **X. NOTIFICATION**

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

24           For Plaintiff:

25           Tedd Yargeau, Project Manager  
26           Chatsworth Cleanup Program  
27           California Department of Toxic Substances Control  
28           9211 Oakdale Avenue  
            Chatsworth, CA 91311-6505

1 Vivian Murai, Senior Attorney  
2 California Department of Toxic Substances Control  
3 Office of Legal Counsel, MS-23A  
4 P.O. Box 806  
5 Sacramento, CA 95812-0806

6 For Settling Defendants:

7 Mark Yocca  
8 The Yocca Law Firm LLP  
9 19900 MacArthur Blvd., Suite 650  
Irvine, CA 92612

10 **XI. GENERAL PROVISIONS**

11 **34. Parties Bound**

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

14 **35. No Waiver of Enforcement**

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

20 **36. No Findings**

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

26 **37. Governmental Liability**

27 Nothing herein is intended, nor shall be construed, to limit, impair, or  
28 prejudice the governmental tort, statutory or sovereign immunities available to the

1 Department under applicable law for its oversight or other activities with respect to  
2 the Site.

3 **38. Modification**

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

6 **39. Integration**

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

11 **40. Attorneys' Fees and Costs**

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

16 **41. Counterparts**

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

20 **42. Applicable Law**

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

24 **43. Notice**

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

1           44. Lodging and Public Notice

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

9           45. Court Refusal to Enter Consent Decree

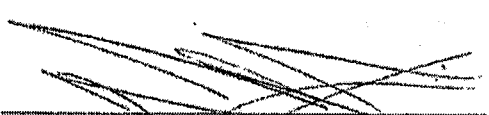
10          If, for any reason, the Court declines to approve this Consent Decree in the  
11 form presented, this agreement is voidable at the sole discretion of any Party and  
12 the terms of the Consent Decree may not be used as evidence in any litigation  
13 between the Parties.

14          46. Signatories

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

19  
20          The Settling Defendants consent to this Consent Decree by their duly authorized  
21 representative as follows:

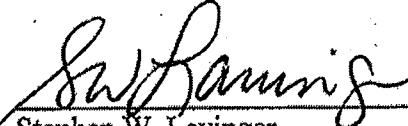
22  
23          FOR THE ESTATE OF DICK DULGARIAN AND DUKE DULGARIAN AS  
24          THE EXECUTOR FOR THE ESTATE OF DICK DULAGRIAN:

25            
26          \_\_\_\_\_  
27          Duke Dulgarian, Executor  
28          of the Estate of Dick Dulgarian

Date 4-24-14

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

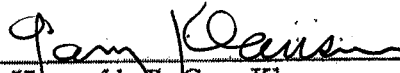
3 FOR THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL:  
4

5  Date 4/24/2014

6 Stephen W. Lavinger  
7 Chatsworth Cleanup Program  
8 Brownfields and Environmental Restoration Program  
9

10 **IT IS SO ORDERED, ADJUSTED, AND DECREED.**  
11

12  
13 Dated: SEP 16 2014, 2014

  
14 The Honorable R. Gary Klausner  
15 United States District Court Judge  
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**CERTIFICATE OF SERVICE**

**Case** DTSC v Standard Nickel-Chromium Plating Co., et al.  
**Name:** Case No. CV13-03600 RGK (AJWx)

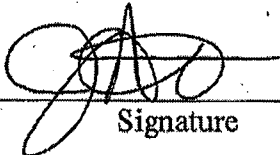
I hereby certify that on April 28, 2014, I electronically filed the following documents with the Clerk of the Court by using the CM/ECF system:

**NOTICE OF LODGING OF [PROPOSED] CONSENT DECREE BETWEEN PLAINTIFF AND DEFENDANTS ESTATE OF DICK DULGARIAN AND DUKE DULGARIAN AS EXECUTOR OF THE ESTATE OF DICK DULGARIAN**

I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on April 28, 2014, at Los Angeles, California.

J. A. Olmos  
Declarant

  
Signature

**CERTIFICATE OF SERVICE**

Case Name: **DTSC v Standard Nickel-Chromium Plating Co., et al.**  
**Case No. CV13-03600 RGK (AJWx)**

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I hereby certify that on August 14, 2014, I electronically filed the following documents with the Clerk of the Court by using the CM/ECF system:

**[PROPOSED] CONSENT DECREE BETWEEN PLAINTIFF AND  
DEFENDANT ESTATE OF DICK DULGARIAN AND DUKE DULGARIAN  
AS EXECUTOR OF THE ESTATE OF DICK DULGARIAN**

I certify that **all** participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on August 14, 2014, at Los Angeles, California.

Beatriz Davalos  
Declarant

  
Signature