

**STATE OF CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL**

In the Matter of:

BKK Class I Landfill
2210 South Azusa Ave.
West Covina, CA 91792

Working Parties:

BKK Working Group, and its
individual members

Respondents:

Persons, corporations or other
entities identified in Exhibit A as a
Settling Respondent

DTSC Docket No. HSA-FY21/22-114

**[PROPOSED]
ADMINISTRATIVE CONSENT ORDER AND
SETTLEMENT AGREEMENT
DE MINIMIS CONTRIBUTORS**

Health and Safety Code
Sections 25358.3 and 25360.6

Comprehensive Environmental Response,
Compensation, and Liability Act (CERCLA)
sections 107 and 113

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I. INTRODUCTION

1.1 Parties. The California Environmental Protection Agency, Department of Toxic Substances Control ("DTSC"), the BKK Working Group ("BWG"), including each member identified in Exhibit C, and the persons, corporations or other entities identified in Exhibit A as a Settling Respondent ("Settling Respondent or Settling Respondents") hereby enter into this Administrative Consent Order and Settlement Agreement *De Minimis* Contributors (the "Order and Agreement") and agree to its terms and conditions. DTSC, the BWG, and Settling Respondents are together referred to herein as the "Parties." The BWG and each Settling Respondent consents to and will not contest DTSC's jurisdiction to enter this Agreement or the authority of DTSC to implement or enforce its applicable terms.

1.2 The Parties agree that this Order and Agreement constitutes (1) an administrative consent order between DTSC and Settling Respondents, and (2) a private settlement between the BWG and Settling Respondents, to resolve (a) Settling Respondents' liability under section 107 and 113 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9607, 9613, and under section 25360 of the Health and Safety Code for response costs incurred at the Site and (b) Settling Respondents' liability to the BWG.

1.3 The Parties agree that by entering into this Order and Agreement, actions undertaken by Settling Respondents and the BWG in accordance with this Order and Agreement do not constitute an admission of law, fact, or any liability by any Settling Respondent, the BWG, or any individual BWG member. The BWG and Settling Respondents do not admit, and retain the right to controvert in any subsequent proceedings, other than the proceedings to implement or enforce this Order and Agreement, the validity of the Findings of Fact, Conclusions of Law or Determinations contained in this Order and Agreement.

1.4 Subject Property/Site. This Order and Agreement applies to the BKK Class I Landfill, Leachate Treatment Plant, service roads, and related pollution control equipment located at 2210 South Azusa Avenue, West Covina, California, 91792, and to the areal extent of contamination that originated from releases on the foregoing property (hereinafter, the "Site"). Specifically, the Site encompasses the Subject Property and Class I Landfill Investigation Area as those terms are specifically defined in the Second and Third Consent Decrees. The closed Class I (hazardous waste) Landfill is part of the 583-acre BKK Facility described by the Government Survey Method as: that portion of Rancho La Puente in the City of West Covina, County of Los Angeles known as Lot 3, as shown on a record of survey recorded in Book 85, pages 10 through 12 inclusive, on file in the Office of the County Recorder. The BKK Facility also contains a closed Class III (municipal waste) Landfill and other related landfill infrastructure. A map showing the BKK Facility is attached as Exhibit B. This Order and Agreement relates solely to the Site, as that term is defined below, which does not include the closed Class III Landfill.

1.5 Jurisdiction. This Order and Agreement is entered into by the Parties pursuant to the Carpenter-Presley-Tanner Hazardous Substance Account Act (“HSAA”), Health and Safety Code section 25358.3, 25360, and 25360.6, and CERCLA sections 107 and 113, 42 U.S.C. §§ 9607 & 9613.

Health and Safety Code section 25358.3 authorizes DTSC to require any responsible party to take or pay for appropriate response actions necessary to protect the public health or welfare or the environment when there may be an imminent and substantial endangerment because of a release or threatened release of a hazardous substance.

Health and Safety Code section 25360 and CERCLA section 107, 42 U.S.C. § 9607, authorize DTSC to recover the response costs it incurs from responsible parties.

Health and Safety Code section 25360.6 authorizes DTSC to enter into a *de minimis* settlement with a responsible party if the settlement involves only a minor portion of the response costs at a facility, and the amount of hazardous substances and toxicity or hazardous effects of hazardous substances contributed by the responsible party is minimal in comparison to the amount and effects of other hazardous substances at the facility.

1.6 Statement of Purpose. By entering into this Order and Agreement, the mutual objectives of DTSC, the BWG, and Settling Respondents are:

- a. To reach a final settlement among the Parties with respect to each Settling Respondent’s alleged liability for the Site, that allows each Settling Respondent to resolve its alleged civil liability under section 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, and under sections 25360 and 25360.6 of the Health and Safety Code by paying fair share of response costs incurred and to be incurred by DTSC and the BWG in connection with the Site, thereby reducing litigation relating to the Site;
- b. To resolve any alleged claims of each Settling Respondent that could have been asserted against DTSC or the BWG, or its individual members, with respect to the Site;
- c. To minimize the remaining administrative and judicial enforcement activities concerning the Site by resolving the alleged liability of a substantial number of potentially responsible parties (“PRPs”) with respect to the Site;
- d. To provide covenants not to sue and contribution protection for each Settling Respondent in connection with the Site pursuant to section 113(f) of CERCLA and section 25360.6(b) of the Health and Safety Code, on the terms set forth herein.

II. DEFINITIONS

2.1 Unless otherwise expressly provided herein, terms used in this Order and Agreement that are defined in CERCLA, the HSAA, or in regulations promulgated under

CERCLA or the HSAA shall have the meaning assigned to them therein. The following definitions are incorporated into this Order and Agreement:

- a. "BWG" shall mean the BKK Working Group, an unincorporated association of the entities listed on Exhibit C. Each reference to the BWG in this document shall pertain to each of the BWG members individually and collectively as a Group.
- b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.
- c. "Contaminants List" shall mean those contaminants identified to date at the Site and listed in Exhibit D.
- d. "Day" shall mean a calendar day unless expressly stated otherwise. In computing any period of time under this Order and Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
- e. "*De minimis* party" shall mean any person that DTSC has determined sent no more than 4,000 tons of hazardous substances to the Site, except if DTSC determines that the hazardous substances contributed by a person are significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site, that person does not qualify as a *de minimis* party.
- f. "Disbursement Amendment" shall mean the Disbursement Amendment to the Third Partial Consent Decree entered into between DTSC and certain members of the BWG, in *California Department of Toxic Substances Control, et. al. v. American Honda Motor Co., Inc., et al.*, No. 2:15-CV-00729-DDP-AJW (C.D. Cal. Jan. 25, 2017).
- g. "DTSC" shall mean the California Department of Toxic Substances Control and any successor agency.
- h. "Effective Date" shall have the same meaning as defined below in Section XVI.
- i. "HSAA" shall mean the Carpenter-Presley-Tanner Hazardous Substance Account Act, Health and Safety Code section 25300 et seq.
- j. "Interest" shall mean interest at the rate specified in section 25360.1, subdivision (a), of the Health and Safety Code.
- k. "Order and Agreement" shall mean this Administrative Consent Order and Settlement Agreement and all Exhibits attached hereto.

- I. "Paragraph" shall mean a portion of this Order and Agreement identified by an Arabic numeral or an upper or lower-case letter.
- m. "Parties" shall collectively mean DTSC, the BWG and each of its members, and each Settling Respondent.
- n. "RCRA" shall mean the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et seq.
- o. "Second Disbursement Amendment" shall mean the Second Disbursement Amendment to the Third Partial Consent Decree that the Parties intend to lodge with the court in *California Department of Toxic Substances Control, et al. v. American Honda Motor Co., Inc., et al.*, No. 2:15-CV-00729-DDP-AJW (C.D. Cal. July 24, 2015).
- p. "Section" shall mean a portion of this Order and Agreement identified by a Roman numeral.
- q. "Site" shall mean the BKK Class I Landfill located at 2210 South Azusa Avenue, West Covina, California 91792, and includes the Class I Landfill, the Leachate Treatment Plant, the service roads, related pollution control equipment, and the areal extent of contamination that originated from releases on the foregoing property. The Site encompasses the term "Subject Property" and "Class I Landfill Investigation Area" as those terms are used in the Amended First, Second, and Third Consent Decrees and does not include the closed Class III Landfill.
- r. "Third-Party Escrow Account" shall mean the Third-Party Settlement PRP Escrow Account in Section VI of the Disbursement Amendment and in Section VI of the Second Disbursement Amendment.

III. DTSC'S STATEMENT OF FACTS

3.1 Paragraphs 3.2 through 3.11 contain a summary of the Site background as alleged by DTSC that, for purposes of this Order and Agreement, the BWG and Settling Respondents neither admit nor deny.

3.2 Liability of Settling Respondent. Each Settling Respondent arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of a hazardous substance owned or possessed by Settling Respondent at the Site. As such, each Settling Respondent is potentially liable pursuant to section 25323.5(a) of the Health and Safety Code and section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

Information currently known to DTSC indicates that each Settling Respondent contributed materials containing hazardous substances to the Site and that the volume of hazardous substances contributed by each Settling Respondent to the Site is minimal

compared to the total waste volume at the Site and the nature of hazardous substances is not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site. For purposes of this Order and Agreement, each Settling Respondent is a *de minimis* party. (Health and Safety Code section 25360.6 and section 122(g) of CERCLA, 42 U.S.C. § 9622(g)).

The volume of hazardous substances attributed to each Settling Respondent was calculated based on records kept by BKK Corporation (“BKK Corp.”) and records maintained by DTSC and its predecessor agency, the Department of Health Services. Each Settling Respondent’s volumetric allocation is specified in Exhibit A, a Summary of *De Minimis* Settlement Amounts.

No Settling Respondent has incurred any response costs in connection with the Site nor reimbursed DTSC for response costs in connection with the Site.

3.3 Site Location. The Site is part of the BKK Facility located in the city of West Covina, California. The BKK Facility consists of a closed Class I hazardous waste landfill, a closed Class III municipal landfill, a Leachate Treatment Plant (LTP) which serves both landfills, leachate and gas collection systems, a cogeneration plant, flare stations, and other related landfill infrastructure. This Order and Agreement relates solely to the Site as that term is defined in Section II above.

3.4 Site History. From approximately 1964 to 1984, the Site accepted hazardous and municipal solid waste for disposal; thereafter, the Site continued to accept municipal solid waste, including asbestos, until approximately June 30, 1987, when it ceased accepting waste for disposal. During its operation, approximately 5.18 million tons of documented liquid and solid waste was disposed of at the Site, together with a large volume of municipal solid waste. Wastes at the Site include hazardous substances as defined in section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and sections 25316 and 25317 of the Health and Safety Code.

3.5 In October 2004, BKK Corp., the owner and operator of the Site, notified DTSC that it lacked the financial resources to continue performing post-closure care of the Class I Landfill as required by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6926, and the Hazardous Waste Control Law, Health & Saf. Code § 25100 et seq.

3.6 As a result of the release or threatened release of hazardous substances from the potential cessation of post-closure care, DTSC undertook response actions at the Site to ensure the continued day-to-day operation and maintenance of the Site, and to perform critical tasks.

3.7 In December 2004, DTSC issued an Imminent and Substantial Endangerment Determination and Order and Remedial Action Order, Docket No. I/SE-D 04/05-004 (“ISE Order”), to BKK Corp. and approximately fifty (50) PRPs, requiring those parties to perform response actions at the Site, including taking over essential

Site operation and maintenance activities, and reimburse DTSC for certain response costs.

In 2004, a number of PRPs named in the ISE Order came together to form the BWG. Currently, the BWG is comprised of approximately 50 members, as set forth in Exhibit C. Since 2004, DTSC and the BWG (through its individual members) have entered three judicially-approved consent decrees requiring the BWG to finance and perform response activities at the Site with DTSC oversight.

On October 31, 2005, DTSC filed a complaint against certain members of the BKK Working Group. (*California Department of Toxic Substances Control et al. v. American Honda Motor Co. et al.*, No. CV-05-7746 CAS (C.D. Cal. Oct. 31, 2005)). On February 8, 2006, DTSC lodged an Amended First Consent Decree with the United States District Court for the Central District of California ("Court"), which was entered by the Court on March 9, 2006. The Amended First Consent Decree required the BWG (through its individual members) to perform environmental response actions at the Site, including the Essential Activities as that term is defined in the Amended First Consent Decree, to perform required critical tasks, and reimburse DTSC for certain response costs.

On May 10, 2010, DTSC filed a second complaint against certain members of the BWG. (*California Department of Toxic Substances Control et al. v. American Honda Motor Co. et al.*, No. CV-10-03378 (C.D. Cal. May 10, 2010)). At the same time, DTSC lodged a Second Consent Decree with the Court, which was entered by the Court on August 10, 2010. The Second Consent Decree requires the BWG (through its individual members) to perform environmental response actions at the Site, including investigations and Essential Activities and to reimburse DTSC for certain response costs. The Second Consent Decree also requires the BWG to conduct an Engineering Evaluation/Cost Analysis ("EE/CA") of the landfill systems at the Site. Currently, the BWG is in the process of completing the EE/CA.

On February 2, 2015, DTSC filed a third complaint against certain members of the BWG. (*California Department of Toxic Substances Control et al. v. American Honda Motor Co. et al.*, No. 2:15-CV-00729-R-AJW (C.D. Cal. Feb. 2, 2015) as amended). At the same time, DTSC lodged a Third Partial Consent Decree with the Court, which was entered by the Court on July 24, 2015. The Third Consent Decree requires the BWG (through its individual members) to perform environmental response actions at the Site, including groundwater monitoring, investigations, and Essential Activities and to reimburse DTSC for certain response costs. The Third Consent Decree also requires the BWG to conduct a Remedial Investigation/Feasibility Study ("RI/FS") of potential groundwater contamination resulting from the Class I Landfill. The BWG is currently conducting the groundwater RI/FS. Together, the EE/CA and groundwater RI/FS will detail the cleanup objectives and recommend a final cleanup remedy at the Site.

3.8 Hazardous Substances Found at the Site. Hazardous substances disposed at the Class I Landfill include, but are not limited to, acid and alkaline solutions and sludges, cyanide wastes, contaminated soils, drilling muds, heavy metal solutions, oils, paint wastes, plating solutions, pesticides, polychlorinated biphenyls (PCBs),

phenolic wastes, and halogenated solvents. A list of contaminants identified to date at the Site is attached as Exhibit D, entitled Contaminants List.

3.9 Each Settling Respondent contributed materials containing hazardous substances to the Site in an amount that does not exceed 4,000 tons per Settling Respondent. Each Settling Respondent's volumetric allocation is specified in Exhibit A.

3.10 Response Costs Incurred. In performing response actions DTSC, the BWG, and its individual members have incurred and will continue to incur response costs at or in connection with the Site that are recoverable pursuant to Health and Safety Code section 25360 and CERCLA section 113. As of June 30, 2020, DTSC's outstanding response costs total \$72,367,080.00 in connection with the Site. DTSC's costs are not inconsistent with the National Contingency Plan (NCP). An explanation of the BWG's response costs is contained in Paragraph 4.4 below.

3.11 Future Response Costs. DTSC estimates that the total response costs to be incurred in the future at or in connection with the Site will be approximately \$869,286,436.00. Of that sum, outstanding estimated future response costs for recovery total \$784,943,636.99. The payment required to be made by each Settling Respondent as indicated in Exhibit A is a minor portion of the total amount of the response costs incurred and costs to be incurred in the future.

IV. BWG'S STATEMENT OF FACTS

4.1 Paragraphs 4.2 through 4.5 contain a summary of the factual background as alleged by the BWG and its individual members, that for purposes of this Order and Agreement, DTSC and Settling Respondents neither admit nor deny.

4.2 Incorporate by Reference. The BWG, and its individual members, incorporate by reference paragraphs 3.2 through 3.7 above.

4.3 According to historical BKK Corp. records, each Settling Respondent contributed manifested waste to the Site. This manifested waste contained hazardous substances that each Settling Respondent generated and/or arranged for its disposal at the Site. To date, no Settling Respondent has incurred any response costs at the BKK Class I Facility nor has any Settling Respondent paid its fair share of response costs incurred by the BWG and its individual members at the Site.

4.4 The BWG and its individual members have incurred and will incur response costs recoverable pursuant to sections 107 and 113 of CERCLA at or in connection with the Site in a manner consistent with the NCP. The BWG and its individual members' have incurred \$147,178,551.27 in past response costs at the Site. The past costs incurred related to the Second and Third Consent Decrees are as of June 30, 2020, all other past response costs are as of December 31, 2020.

4.5 The composition of the BWG has changed over time and continues to change. New members pay an interim allocated share of past and ongoing costs. Each member of the BWG has incurred necessary response costs consistent with the NCP.

V. CONCLUSIONS OF LAW

Based on DTSC's Statement of Facts set forth above and on the administrative record for the Site, DTSC has determined that:

5.1 The Site is a "site" as that term is defined in Health and Safety Code section 25323.9, where "site" has the same meaning as the term "facility" as defined in section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

5.2 Each Settling Respondent is a "person" as that term is defined in section 101(21) of CERCLA and in section 25319 of the Health and Safety Code.

5.3 Each Settling Respondent is a "responsible party" as defined in Health and Safety Code section 25323.5, by reference to section 107(a) of CERCLA.

5.4 Each Settling Respondent is potentially liable pursuant to section 107(a) of CERCLA.

5.5 There has been an actual or threatened "release" of a "hazardous substance" at the Site, as those terms are defined in section 101(22) and (14) of CERCLA and Health and Safety Code section 25320 and 25316, respectively.

5.6 Response actions were taken and continue to be taken by DTSC and the BWG to address the actual or threatened release of a hazardous substance from the Site, and to protect public health and safety and the environment.

5.7 The actual or threatened release of a hazardous substance at the Site has caused or may cause the incurrence of response costs by DTSC and the BWG within the meaning of section 107(a) of CERCLA.

VI. DETERMINATION AND ORDER

6.1 Based on the DTSC's Statement of Facts and the Conclusions of Law set forth above, DTSC hereby determines that prompt settlement with Settling Respondents is practicable and in the public interest within the meaning of section 25360.6 of the Health and Safety Code and sections 107 and 122(g) of CERCLA. The amount of hazardous substances contributed to the Site by each Settling Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Settling Respondent are minimal in comparison to the amount and effects of other hazardous substances at the Site as set forth in the Contaminants List attached as Exhibit D. Based on the foregoing, and in consideration of the promises and covenants

set forth in this Order and Agreement, the following is hereby AGREED TO AND ORDERED:

VII. SETTLEMENT PAYMENT, SIGNATURE AND FAILURE TO MAKE PAYMENT

7.1 Calculation of Payment. Each Settling Respondent's payment to settle its potential CERCLA and HSAA liability for the Site under this Order and Agreement is based on that Settling Respondent's share, by weight, of the total hazardous substances disposed of at the Site. Each Settling Respondent's payment includes an amount for: (a) past response costs incurred at or in connection with the Site; (b) the orphan share covering the share of liability attributable to bankrupt, insolvent, or unidentifiable PRPs and the share that cannot be allocated to any party, for example due to an illegible manifest; (c) projected future response costs to be incurred at or in connection with the Site; and (d) a premium to cover the risks and uncertainties associated with this settlement, including but not limited to, the risk that total response costs incurred or to be incurred at or in connection with the Site will exceed the estimated total response costs upon which Settling Respondents' payment are based and uncertainty about the orphan share for the Site.

7.1.1 From October 1, 2004 through June 30, 2020, DTSC incurred \$94,610,864.00 in past response costs and as of June 30, 2020 \$72,367,080.00 of those costs remain outstanding. Additionally, the BWG has incurred \$147,178,551 in past response costs. The past response costs incurred by the BWG relating to the First, Second and Third Consent Decrees were incurred from March 9, 2006 to June 30, 2020, all other Past Costs were incurred between November 1, 2004 through December 31, 2020. DTSC and the BWG's combined outstanding past response costs total \$219,545,631.27. A premium is not assessed against this amount but the orphan share and unallocable share of the past costs are reallocated to the Settling Respondents.

7.1.2 The projected future response costs to be incurred at the Site after July 1, 2020 total \$869,286,436.00 and as of June 30, 2020 outstanding projected future response costs total \$784,943,636.99. A premium of 125% is added to the outstanding projected future costs and the orphan share and unallocable share of the premium-adjusted future costs are reallocated to the Settling Respondents.

7.1.3 The total tonnage of hazardous substances deposited in the Class I Landfill is 5,180,786 tons. Due to the orphan (15%) and non-allocable (3%) shares (18% total), the adjusted tonnage due to non-viable recovery is 82% of 5,180,786 tons which equals 4,248,245 tons. The one-ton percentage share for viable recovery is 1 / 4,248,245 which equals 0.0000235391%. The following formula is used to calculate each Settling Respondent's payment amount:

[Combined DTSC and BWG outstanding past costs \$219,545,631.27 x
0.0000235391% = \$51.68 one-ton share of past costs.]

+

[Outstanding estimated future costs \$784,943,636.99 x 0.0000235391% = \$184.77
one-ton share of estimated future costs]

$$\begin{aligned}
 &+ \\
 &[\text{One-ton share of estimated future costs } \$184.77 \times (1 + 125\%) = \$415.73 \text{ per ton} \\
 &\quad \text{rate with 125\% early cash out settlement premium}] \\
 &= \\
 &[\text{Combine past and future cost shares and the premium } \$51.68 + \$415.73 = \$467.41 \\
 &\quad \text{total per ton rate}] \\
 & \\
 &[\text{Settling Respondent's tonnage} \times \$467.41 \text{ total per ton rate} = \\
 &\quad \text{Settling Respondent's payment amount}]
 \end{aligned}$$

A calculation of Settling Respondents' payment amounts is included in Exhibit A.

7.2 Signature by Settling Respondent. Each Settling Respondent has submitted to DTSC a fully and properly executed original signature page for this Administrative Consent Order and Settlement Agreement entitled "Consent and Authorization for Agreement to Settle with DTSC and the BWG." A model consent form is attached as Exhibit E.

7.3 Payment by Settling Respondent. In consideration of the terms agreed upon herein, each Settling Respondent shall pay the sums designated as its payment amounts on Exhibit A within fifteen (15) days of receipt of notice from DTSC of the Effective Date of this Order and Agreement. The settlement amounts shall be split into two payments: 10% of the settlement payment will be paid directly to DTSC to reimburse its past costs, and the remainder will be paid into a Temporary Holding Account established by the BWG. From the Temporary Holding Account, settlement proceeds will be distributed (1) to the Third-Party Escrow Account and reserved to fund implementation of the selected response actions at the Site, and (2) to reimburse certain costs incurred by DTSC and the BWG related to this Order and Agreement as specified in the Second Disbursement Amendment.

7.3.1 Payment to DTSC. Each Settling Respondent shall make the designated payment amount as indicated on Exhibit A which represents 10% of each Settling Respondent's settlement amount by one of the following methods:

(a) by Cashier's or Certified Check sent by mail with an email copy to:

California Department of Toxic Substances Control
 Accounting Section – Cashiering Unit (FLR 21-1)
 Attention: Cashier
 1001 "I" Street
 P.O. Box 806
 Sacramento, California 95812-0806

If payments are made by cashier's or certified check, the check shall be made payable to the "California Department of Toxic Substances Control." The payment shall identify

Site Code #300012-SM, the name of the Settling Respondent(s) as identified on Exhibit A, and the DTSC Docket Number as provided in the notice from DTSC of the effective date of this Order and Agreement following public review and comment. A photocopy of any check or money order shall also be sent by email to BKKPRPSupport@dtsc.ca.gov, mlawrence@pathforwardconsult.com and BKKThirdPartyInitiative@morganlewis.com.

(b) by Wire Transfer to the California Department of Toxic Substances Control:

DTSC's banking institution to which the transfer is to be made:

Bank of America, Sacramento Government Services, Unit 1436
555 Capitol Mall, Suite 1555
Sacramento, CA 95814

Account number to which the wire transfer should be sent:

Financial Institution: Bank of America, San Francisco, CA
ABA Routing Number: 0260-0959-3
Beneficiary: State of California
Beneficiary Information: State Treasurer's Demand Deposit Account
Beneficiary Account No.: 14993-24597

If payment to DTSC is made by wire transfer, the Settling Respondent must call DTSC's Accounting Office at (916)322-5539 or (916)327-8514 to notify them that a wire transfer will be sent and provide the amount of the transfer, Site Code #300012-SM, the name of the Settling Respondent(s) as identified on Exhibit A, and the DTSC Docket Number as provided in the notice from DTSC of the effective date of this Order and Agreement following public review and comment.

7.3.2 Payment to Third-Party Escrow Account. Each Settling Respondent shall make a payment representing the remaining 90% of that Settling Respondent's settlement amount as indicated on Exhibit A, into the Temporary Holding Account for distribution into the Third-Party Escrow Account by any one of the following methods:

(a) By Cashier's or Certified Check sent by mail with an email copy to:

Third Party Settlement PRP Escrow Account – Holding
City National Bank
Attn: Alex Mak, Custody Service #715-01
555 S. Flower Street, 11th Floor
Los Angeles, CA 90071

Cashier or Certified checks shall be made payable to the "Third Party Settlement PRP Escrow Account – Holding." A photocopy of any check or money order shall also be sent by email to BKKPRPSupport@dtsc.ca.gov, mlawrence@pathforwardconsult.com and BKKThirdPartyInitiative@morganlewis.com.

(b) By Wire Transfer to the Third-Party Settlement PRP Escrow Account:

Third Party Settlement PRP Escrow Account's banking institution to which the transfer is to be made:

City National Bank
555 S. Flower Street, 11th Floor
Los Angeles, CA 90071

Account number to which the wire transfer should be sent:

Financial Institution: City National Bank
ABA Routing Number 122016066
Beneficiary: Third Party Settlement PRP Escrow Account - Holding
Beneficiary Account No.: 102181469
For Further Credit to: 48562610 Third-Party Settlement PRP Escrow
Account – Holding; Attn: Alex Mak

7.4 Settling Respondents' Failure to Make Payment. If Settling Respondent fails to make payment within fifteen (15) days after receipt of notice from DTSC of the Effective Date of this Order and Agreement, Settling Respondent shall pay Interest on the unpaid balance, which shall accrue after the 15-day period allowed for payment until the date of receipt of payment. Failure to provide timely payment in accordance with the terms of this Order and Agreement may constitute a material breach of this Order and Agreement.

VIII. CERTIFICATION OF SETTLING RESPONDENT

8.1 Certification of Settling Respondent. By signing this Order and Agreement, each Settling Respondent certifies pursuant to Health and Safety Code section 25360.6(c) and under section 122(g)(8) of CERCLA that, to the best of its knowledge and belief, it:

- a. Has no reason to disagree with DTSC's determination that the amount of hazardous substances contributed to the Site by Settling Respondent is 4,000 or less tons and that the toxic or other hazardous effects of the hazardous substances contributed to the Site by Respondent are minimal in comparison to the amount and effects of other hazardous substances at the Site, as set forth in the Contaminants List attached as Exhibit D;
- b. Has conducted a reasonable investigation for any information Settling Respondent has in its possession or is aware of concerning its ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

- c. Has disclosed to DTSC any information in Settling Respondent's possession, or that Settling Respondent has become aware of, regarding wastes Settling Respondent sent to the Site that is not included in the volumetric allocation of waste attributable to Settling Respondent as noted in Exhibit A; and
- d. Has and will comply fully with any and all DTSC requests for information regarding the Site pursuant to sections 25358.1, 25360.6(c) and 25367 of the Health and Safety Code.

If Settling Respondent fails to comply with the terms of this Order and Agreement or if this certification is false or, in any material respect inaccurate, DTSC may, in addition to other available remedies or sanctions, pursue Settling Respondent for all response costs incurred or to be incurred by DTSC in connection with the Site, including Interest.

IX. COVENANT NOT TO SUE BY DTSC

9.1 In consideration of the payment made by Settling Respondent under Section VII of this Order and Agreement, and except as expressly provided in Section X of this Order and Agreement, DTSC covenants not to sue or take administrative action against Settling Respondent pursuant to section 107 of CERCLA or section 25360 of the Health and Safety Code to:

- a. Recover DTSC's response costs related to the Site; or
- b. Require Settling Respondent to conduct response actions, including removal or remedial actions, related to the release and/or threatened release of hazardous substances at or from the Site.

This covenant is conditioned upon the satisfactory performance by Settling Respondent of all its obligations under this Order and Agreement, and the veracity of information provided to DTSC by Settling Respondent relating to Settling Respondent's involvement with the Site. This covenant shall take effect on the Effective Date of this Order and Agreement and shall remain in effect so long as Settling Respondent is in full compliance with its obligations under this Order and Agreement.

X. RESERVATION OF RIGHTS BY DTSC

10.1 DTSC reserves, and this Order and Agreement is without prejudice to, all rights and claims of DTSC against Settling Respondent with respect to all matters not expressly included within the covenant in Section IX. This reservation includes, but is not limited to:

- a. Liability for failure to meet a requirement of this Order and Agreement;
- b. Criminal liability;
- c. Liability for damages to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

- d. Liability based on the ownership or operation of the Site by Settling Respondent, or upon the transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage or disposal, of a hazardous substance or a solid waste at or in connection with the Site by Settling Respondent after the Effective Date of this Order and Agreement;
- e. Liability arising from the past, present, or future arrangement by Settling Respondent, or a subsidiary or affiliated entity of Settling Respondent for transportation, treatment, storage or disposal of hazardous substances or solid waste at the Site that is both (1) not from a facility or specific location identified as owned or operated by Settling Respondent as specified in Exhibit A, and (2) not included in the volume of hazardous substances attributed to Settling Respondent in Exhibit A.

10.2 Notwithstanding any other provision in this Order and Agreement, DTSC reserves the right to modify this Order and Agreement, or institute a judicial proceeding under federal and state law, or take administrative action if information is discovered that indicates Settling Respondent no longer qualifies as a *de minimis* party in connection with the Site because the amount of hazardous substances and toxicity or hazardous effects of hazardous substances contributed by Settling Respondent is not minimal in comparison to the amount and effects of other hazardous substances at the Site, as set forth in the Contaminants List attached as Exhibit D.

10.3 Nothing in this Order and Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which DTSC may have against any person, firm, corporation, or other entity not a party to this Order and Agreement.

10.4 Nothing in this Order and Agreement diminishes the right of DTSC, pursuant to section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2) and (3), to pursue any person not a party to this Order and Agreement to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to section 113(f)(2) of CERCLA.

10.5 Nothing in this Order and Agreement is intended nor shall it be construed to preclude DTSC from exercising its authority under any law, statute, or regulation. Furthermore, nothing in this Order and Agreement is intended, nor shall it be construed, to preclude any other state agency, department, board or entity or any federal entity from exercising its authority under any law, statute, or regulation.

XI. COVENANT NOT TO SUE AND WAIVER BY SETTLING RESPONDENT

11.1 Each Settling Respondent covenants not to sue and agrees not to assert any claims or causes of action against DTSC, or its contractors or employees, with respect to the Site or this Order and Agreement, including, but not limited to:

- a. Any direct or indirect claim for reimbursement with respect to the Site;

- b. Any claim or causes of action arising out of any response actions at or in connection with the Site;
- c. Any claim or causes of action pursuant to CERCLA, RCRA, the HSAA, the Hazardous Waste Control Act (California Health and Safety Code section 25100 et seq.), or any other statutory or common law, for liability with respect to releases or threatened releases of hazardous substances at or in connection with the Site;
- d. Any claim asserting a “takings” or similar claim.

11.2 Each Settling Respondent agrees not to assert any claims or causes of action and waives all claims or causes of action (including, but not limited to, claims or causes of action under sections 107, 112, and 113 of CERCLA, 42 U.S.C. §§ 9607, 9612 and 9613, or section 25363 of the Health and Safety Code) that Settling Respondent may have against the BWG or its individual members or against any other person who is a PRP under CERCLA or the HSAA for response costs relating to the Site, as the term response is defined in section 101(25) of CERCLA. This covenant not to sue shall not apply with respect to any defense, claim, or cause of action that a Settling Respondent may have against any person, including the BWG or its individual member, if such person asserts or has asserted a claim or cause of action relating to the Site against Settling Respondent.

11.3 The waiver under Paragraph 11.2 shall not apply to any contractual claim for response costs that Settling Respondent may have against the BWG or any member of the BWG or against any other person who is a PRP under CERCLA or the HSAA, provided such claim arises out of a contract that existed before January 1, 2020.

XII. WAIVER BY THE BWG

12.1 De Minimis Waiver. Upon receipt of payment made by Settling Respondent under Section VII of this Order and Agreement, the BWG and each of its individual members agree not to assert any claims or causes of action and to waive all claims or causes of action (including, but not limited to, claims or causes of action under sections 107, 112, and 113 of CERCLA, 42 U.S.C. §§ 9607, 9612, and 9613, or section 25363 of the Health and Safety Code) that the BWG or its individual members may have against any Settling Respondent for response costs relating to the Site, as the term response is defined in section 101(25) of CERCLA. This covenant not to sue shall not apply with respect to any defense, claim, or cause of action that a BWG member may have against a Settling Respondent if that Settling Respondent asserts a claim or cause of action relating to the Site against the BWG member.

12.2 Notwithstanding any other provision in this Order and Agreement, the BWG, and each of its individual members, reserve the right to assert a claim or cause of action with respect to the Site pursuant to sections 107, 112, and 113 of CERCLA, 42 U.S.C. §§ 9607, 9612, and 9613 or section 25363 of the Health and Safety Code, if DTSC makes a determination pursuant to Paragraph 10.2 of this Order and Agreement

that the Settling Respondent no longer qualifies as a *de minimis* party in connection with the Site.

12.3 The waiver under Paragraph 12.1 shall not apply to any contractual claim for response costs that any BWG member may have against any Settling Respondent, provided such claim arises out of a contract that existed before January 1, 2020.

12.4 To the extent that the Settling Respondent is a named defendant in either *BKK Working Group, et al. v. 1700 Santa Fe Ltd., et al.*, U.S.D.C. C.D. Cal, Case No. 2:18-cv-05810-MWF-PLA or *BKK Working Group, et al. v. Albertsons Companies, Inc.*, U.S.D.C. C.D. Cal, Case No. 2:18-cv-05836-AB-Ex, upon receipt of payment made by Settling Respondent under Section VII of this Order and Agreement, the BKK Working Group and its individual members named as plaintiffs in those actions shall dismiss with prejudice the Settling Respondent.

XIII. CONTRIBUTION PROTECTION

13.1 The Parties agree that this Order and Agreement includes an administrative order and settlement for purposes of section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for matters addressed in this Order and Agreement. Accordingly, on and after the Effective Date of this Order and Agreement, each Settling Respondent shall be entitled to protection against all claims for contribution, pursuant to sections 113(f)(2) and 113(f)(3)(B) of CERCLA, 42 U.S.C. 9613(f)(2), 9613(f)(3)(B), and under Health and Safety Code section 25360.6(b) for the "matters addressed" in this Order and Agreement, as defined in section 13.2 herein, and subject to the Settling Respondent's compliance with its obligations under this Order and Agreement.

13.2 The "matters addressed" in this Order and Agreement are all response actions taken or to be taken at the Site. The contribution protection provided in this Section is conditioned upon Settling Respondent's compliance with its obligations under this Order and Agreement. The "matters addressed" in this Order and Agreement do not include those response costs or response actions as to which DTSC has reserved its rights under this Order and Agreement. Nothing in this Order and Agreement diminishes the right of DTSC to pursue any other person for response costs incurred by DTSC and to enter into settlements that give rise to contribution protection for those persons.

13.3 Each Settling Respondent agrees that with respect to any suit or claim brought by it for matters related to this Order and Agreement, Settling Respondent shall notify DTSC and the BWG in writing at the following address no later than sixty (60) days prior to initiation of such suit or claim:

For DTSC:

Chief Counsel
Office of Legal Counsel
Department of Toxic Substances Control
1001 "I" Street

P.O. Box 806
Sacramento, CA 95812-0806

For BWG:

Jim Dragna, Esq.
Morgan Lewis & Bockius LLP
Common Counsel for BWG
300 S. Grand Ave.
Twenty-Second Floor
Los Angeles, CA 90071

Each Settling Respondent further agrees that it will notify DTSC and the BWG no later than thirty (30) days prior to filing a motion for summary judgment and not later than sixty (60) days prior to trial concerning any such suit or claim.

XIV. GENERAL PROVISIONS

14.1 Compliance with Applicable Laws. Nothing in this Order and Agreement shall relieve any Settling Respondent from complying with all other applicable laws and regulations. Each Settling Respondent shall ensure all actions required by this Order and Agreement conform to all applicable federal, state, and local laws and regulations.

14.2 Severability. The provisions of this Order and Agreement are severable, and a determination that any provision is invalid or unenforceable shall not affect the validity and enforceability of the remaining provisions.

14.3 Modification. This Order and Agreement may only be modified in writing with the mutual consent of DTSC, Settling Respondent, and the BWG.

14.4 No Waiver of Enforcement. The absence of action by DTSC to enforce any provision of this Order and Agreement shall in no way be deemed a waiver of such provision or in any way affect the validity of this Order and Agreement. The absence of action by DTSC to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Order and Agreement.

14.5 Integration. This Order and Agreement, including the exhibits and other materials incorporated herein by reference, constitutes the entire agreement between DTSC, the BWG, and each Settling Respondent and may not be modified except as provided for in this Order and Agreement. The following exhibits are attached to and incorporated into this Order and Agreement:

“Exhibit A” is the Summary of De Minimis Settlement Amounts

“Exhibit B” is a map showing the BKK Facility.

“Exhibit C” is the list of individual members of the BWG for purposes of this Order and Agreement.

“Exhibit D” is the Contaminants List.

“Exhibit E” is a Consent and Authorization for Agreement to Settle with DTSC and the BWG.

14.6 Interpretation. This Order and Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California, and, where applicable, the laws of the United States. This Order and Agreement shall be deemed to have been drafted equally by all parties hereto.

14.7 Records Retention. Each Settling Respondent shall provide to DTSC and the BWG, upon DTSC’s request, copies of all documents, records, and information within their possession or control or that of their contractors or agents relating to the implementation of this Order and Agreement, including, but not limited to design specifications, reports of construction activities, contracts, invoices, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, easements, permits, grants of access to public property, and city government resolutions. Such records shall be preserved by Settling Respondent until 10 years after the Effective Date of this Order and Agreement, or 10 years after creation of a record or document, whichever is later. If Settling Respondent withholds information by asserting a privilege, it shall provide DTSC and the BWG with the following information sufficient to test the assertion of the privilege: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient of the document, record, or information; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted. If a claim of privilege applies only to a portion of a document, the document shall be provided to DTSC in redacted form to mask the privileged information only. Settling Respondent shall retain all records and documents it claims to be privileged until DTSC and the BWG has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Respondent’s favor.

14.8 Third-Party Beneficiaries. Nothing in this Order and Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Order and Agreement.

14.9 Parties Bound. This Order and Agreement applies to and is binding upon DTSC, each Settling Respondent, and the BWG and its members, included in Exhibit C, and their heirs, successors, and assigns. No change in ownership, political configuration, or corporate or other legal status of a Settling Respondent or the BWG or any of its members, including, but not limited to, any transfer of assets or real or personal property, shall in any way alter that Party’s obligations under this Order and Agreement.

XV. PUBLIC NOTICE

15.1 Consistent with CERCLA and the NCP, this Order and Agreement is subject to a public comment period of not less than thirty (30) days.

- a. DTSC may modify or withdraw its consent to this Order and Agreement if comments received during the public comment period disclose facts or considerations that indicate that this Order and Agreement is inappropriate, improper, or inadequate. Should DTSC withdraw its consent to this Order and Agreement, the Parties shall be released from their obligations under the Order and Agreement. The Parties would then be free to negotiate a new agreement. This Order and Agreement may not be used as evidence in any litigation between the parties should DTSC withdraw its consent to this Order and Agreement. Any modifications to the Order and Agreement proposed by DTSC shall be effective only if agreed to in writing by the BWG and those Settling Respondents that agree to the modification. Any new agreement may be subject to an additional public comment period of not less than thirty (30) days. Any modified agreement may also be subject to, at DTSC's discretion, an additional public comment period of not less than thirty (30) days. DTSC will bear its own costs associated with public notice of any new agreement or modified agreement.
- b. If, following the close of the public comment period, DTSC decides not to modify the Order and Agreement or withdraw its consent, DTSC shall confirm its intention to proceed with the Order and Agreement in a notice delivered to Settling Respondent. Once issued, DTSC's notice of intent to proceed with the Order and Agreement will be deemed incorporated into this Order and Agreement.

XVI. EFFECTIVE DATE

16.1 The Effective Date of this Order and Agreement shall be specified in the notice that DTSC issues confirming its intent to proceed with the Order and Agreement after close of the public comment period pursuant to Section XV, above.

XVII. SIGNATORIES

17.1 Each undersigned representative of the Parties to this Order and Agreement certifies that he or she is fully authorized to enter into the terms and conditions of this Order and Agreement and to execute and legally bind DTSC, the BWG, and each BWG member to this Order and Agreement.

17.2 This Order and Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

IT IS SO AGREED AND ORDERED:

**CALIFORNIA DEPARTMENT OF
TOXIC SUBSTANCES CONTROL**

DATED: _____

By: _____

Division Chief
Site Mitigation and Restoration Program

Print Name: _____

APPROVED AS TO FORM

DATED: _____

By: _____

Office of Legal Counsel

Print Name: _____

IT IS HEREBY AGREED:

**[Individual members of THE BKK
WORKING GROUP*]**

DATED: _____

By: _____

Print Name: _____

**THE BKK WORKING GROUP, and its
individual members**

APPROVED AS TO FORM

DATED: _____

By: _____

Print Name: _____

[*The final version of this Order and Agreement will be signed individually by each BWG member listed in Exhibit C, or its representative, on subsequent pages.]

**Exhibit A to the [Proposed] Administrative Consent Order and Settlement Agreement
De Minimis Contributors**

Summary of De Minimis Settlement Amounts

	Settling Respondent Name	Facility Name	Facility Address¹	Volumetric Allocation (Tons)	Total Settlement Amount (\$467.41 Per Ton)	10% Payment to DTSC	90% Payment to Holding Account for Distribution to the Third-Party Escrow Account
1	Dulien Enterprises, Fredrick M. Dulien and the Estate of Merle Dulien	Dulien Enterprises	P.O. Box 220 Lynwood, CA 90262	2,843.96	\$1,329,295.34	\$132,929.53	\$1,196,365.81
2	Reuland Electric Co.	Reuland Electric Co.	17969 E Railroad Street City of Industry, CA 91748	2,926.83	\$1,368,029.61	\$136,802.96	\$1,231,226.65
3	Matrix Science Corporation	Matrix Chemical Corp	435 Maple Ave. Torrance, CA 90505	1,887.14	\$882,068.11	\$88,206.81	\$793,861.30
4	Intel Corporation	Intel Corporation	5000 W. William Field Rd. Chandler, AZ 85224 Drawer A Rio Rancho, NM 87124 4107 Sara RD Albuquerque, NM 87124	2,547.72	\$1,190,829.81	\$119,082.98	\$1,071,746.82
5	Nalco Chemical Company c/o Ecolab Inc.	Nalco Chemical Company	P.O. Box 220 Long Beach, CA 90801 2111 E. Dominguez Carson, CA 90810	2,136.29	\$998,523.31	\$99,852.33	\$898,670.98

¹ Some duplicative or near-duplicative addresses listed on manifests associated with a single Settling Respondent have not been listed.

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De Minimis Contributors

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	Settling Respondent Name	Facility Name	Facility Address	Volumetric Allocation (Tons)	Total Settlement Amount (\$467.41 Per Ton)	10% Payment to DTSC	90% Payment to Holding Account for Distribution to the Third-Party Escrow Account
	Nalco Chemical Company c/o Ecolab Inc. <i>(continued)</i>	<i>(see above)</i>	400 E. Vermont Ave. Anaheim, CA 92805 911D Space Center Mira Loma, CA 91752 4851 Stine Road Bakersfield, CA 93313	<i>(see above)</i>	<i>(see above)</i>	<i>(see above)</i>	<i>(see above)</i>
6	Georgia-Pacific LLC	Georgia-Pacific Corp.	2425 Malt Ave. City of Commerce, CA 90040 760 S. Vail Ave. Montebello, CA 90640 6300 Regio Ave. Buena Park, CA 95620 201 S. Cactus Rialto, CA 92376 2501 Malt Ave. City of Commerce, CA 90040	1,980.24	\$925,583.98	\$92,558.40	\$833,025.58

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De Minimis Contributors**

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	Settling Respondent Name	Facility Name	Facility Address	Volumetric Allocation (Tons)	Total Settlement Amount (\$467.41 Per Ton)	10% Payment to DTSC	90% Payment to Holding Account for Distribution to the Third-Party Escrow Account
	Georgia-Pacific LLC <i>(continued)</i>	<i>(see above)</i>	100 N. Citrus St. West Covina, CA 91791 4726 Lomita Vista Ave. Vernon, CA 90058	<i>(see above)</i>	<i>(see above)</i>	<i>(see above)</i>	<i>(see above)</i>
7	Faberge, Inc.	Faberge, Inc.	2750 S. Towne Ave. Pomona, CA 91766 2720 S. Towne Ave. Pomona, CA 91766	2,015.15	\$941,901.26	\$94,190.13	\$847,711.14
8	Bestfoods, Inc.	Bestfoods, Inc.	15700 S. Shoemaker Santa Fe Spring, CA 90670	266.46	\$124,546.07	\$12,454.61	\$112,091.46
9	Fragrance Development Corporation	Fragrance Development Corporation	20245 Sunburst St. Chatsworth, CA 91313	100.77	\$47,100.91	\$4,710.09	\$42,390.82
10	Helene Curtis Industries, Inc.	Helene Curtis	19161 E. Walnut Dr. City of Industry, CA 91748	472.15	\$220,687.63	\$22,068.76	\$198,618.87
11	Cheesebrough-Pond's USA Co.	Pond's USA Co.	2750 S. Towne Ave. Pomona, CA 91766	349.10	\$163,172.83	\$16,317.28	\$146,855.55
12	Textron, Inc.	Textron, Inc.	1501 Miller Street Anaheim, CA 92806	2,408.28	\$1,125,654.14	\$112,565.41	\$1,013,088.73

**Exhibit A to the [Proposed] Administrative Consent Order and Settlement Agreement
De Minimis Contributors**

Summary of De Minimis Settlement Amounts

Settling Respondent Name	Facility Name	Facility Address	Volumetric Allocation (Tons)	Total Settlement Amount (\$467.41 Per Ton)	10% Payment to DTSC	90% Payment to Holding Account for Distribution to the Third-Party Escrow Account
Textron, Inc. <i>(continued)</i>	Cherry Division of Textron, Inc.	16961 E. Gale Ave. City of Industry, CA 91745	<i>(see above)</i>	<i>(see above)</i>	<i>(see above)</i>	<i>(see above)</i>
	Cherry Textron Cherry Fasteners Division	250 S. Raymond Ave. Pasadena, CA 91105				
	Gorham Bronze Inc.	330 S. Raymond Ave. Pasadena, CA 91105				
	Gorham China (Div. of Textron)	336 S. Raymond Ave. Pasadena, CA 91105				
	Textron Aerospace Fasteners	340 S. Raymond Ave. Pasadena, CA 91105				
	Townsend/Textron	540 S. Raymond Pasadena, CA 91105				
		356 S. Raymond Pasadena, CA 91105				
		305 S. Acacia Street San Dimas, CA 91773				
	1224 E Warner Ave. Santa Ana, CA 92705					

Exhibit A to the [Proposed] Administrative Consent Order and Settlement Agreement
De Minimis Contributors

Summary of De Minimis Settlement Amounts

	Settling Respondent Name	Facility Name	Facility Address	Volumetric Allocation (Tons)	Total Settlement Amount (\$467.41 Per Ton)	10% Payment to DTSC	90% Payment to Holding Account for Distribution to the Third-Party Escrow Account
	Textron, Inc. <i>(continued)</i>	<i>(see above)</i>	16061 E. Gale Ave. City of Industry, CA 91745 P.O. Box 2157 Santa Ana, CA 92707	<i>(see above)</i>	<i>(see above)</i>	<i>(see above)</i>	<i>(see above)</i>
13	Robertshaw Controls	RobertShaw Controls Groysons Shaw Controls Robertshaw Control Grayson	3737 Buch Street Newport, CA 92660 100 W Victoria Street Long Beach, CA 90805 10041 Victoria Street Long Beach, CA 90805 10041 Victory St Long Beach, CA 90805 140 W. Victoria Long Beach, CA 90805 700 W. Victoria Street Long Beach, CA 90805 710 W Victoria Long Beach, CA 90805 320 N. Clark Drive El Paso, TX 79905	1,275.35	\$596,111.34	\$59,611.13	\$536,500.21

Exhibit A to the [Proposed] Administrative Consent Order and Settlement Agreement
De Minimis Contributors

Summary of De Minimis Settlement Amounts

	Settling Respondent Name	Facility Name	Facility Address	Volumetric Allocation (Tons)	Total Settlement Amount (\$467.41 Per Ton)	10% Payment to DTSC	90% Payment to Holding Account for Distribution to the Third-Party Escrow Account
	Robertshaw Controls <i>(continued)</i>	<i>(see above)</i>	333 N. Euclid Way Anaheim, CA 92801 500 N. Euclid Way Anaheim, CA 92803	<i>(see above)</i>	<i>(see above)</i>	<i>(see above)</i>	<i>(see above)</i>
14	Norac Co.	The Norac Company Norac Co Inc.	405 S Motor Avenue Azusa, CA 91702	359.33	\$167,954.44	\$16,795.44	\$151,158.99
15	Armco Steel Corp.	Armco Armco FPP Armco Nat Supply Co Armco National Armco National Production Equipment Armco National Production Systems	9100 S Norwalk Santa Fe Springs, CA 90670 21431 Wester Carson, CA 9001 Dice Rd. Santa Fe Springs, CA 90670 9100 S Norwalk Blvd. Los Nietos, CA 90606 9100 Norwalk Blvd. Los Nietos, CA 90606	1,396.18	\$652,588.49	\$65,258.85	\$587,329.64

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De Minimis Contributors**

Summary of De Minimis Settlement Amounts

Settling Respondent Name	Facility Name	Facility Address	Volumetric Allocation (Tons)	Total Settlement Amount (\$467.41 Per Ton)	10% Payment to DTSC	90% Payment to Holding Account for Distribution to the Third-Party Escrow Account
Armco Steel Corp. <i>(continued)</i>	Armco National Supply Armco Steel Co Armco Steel National Supply Armco Steel-National Supply Div Corban-Armco Inc Golden Wool Company	21431 S Western Torrance, CA 90501 21431 S Western Blvd. Los Nietos, CA 90501 9001 Due Road Santa Fe Springs, CA 90670 1584 Border Ave. Torrance, CA 90501 1524 Border Ave. Torrance, CA 90501 3100 Jefferson St. Riverside, CA 92504 4100 So Norwalk Blvd. Los Nietos, CA 90670 9100 Norwalk Blvd. Norwalk, CA 90670 21431 Western Ave. Torrance, CA 90501	<i>(see above)</i>	<i>(see above)</i>	<i>(see above)</i>	<i>(see above)</i>

**Exhibit A to the [Proposed] Administrative Consent Order and Settlement Agreement
De Minimis Contributors**

Summary of De Minimis Settlement Amounts

	Settling Respondent Name	Facility Name	Facility Address	Volumetric Allocation (Tons)	Total Settlement Amount (\$467.41 Per Ton)	10% Payment to DTSC	90% Payment to Holding Account for Distribution to the Third-Party Escrow Account
16	Avery Dennison Corporation	Avery International Avery International Venture Center Avery Label Systems Inc. Avery Labels	1616 S California Ave. Monrovia, CA 8989 Ninth Street Rancho Cucamonga, CA 325 N Ahadema Dr. Pasadena 9292 Ninth St. Rancho Cucamonga, CA 8789 9 th Street Cucamonga, CA 1610 S California Monrovia, CA	1,572.22	\$734,871.35	\$73,487.14	\$661,384.22

Exhibit A to the [Proposed] Administrative Consent Order and Settlement Agreement
De Minimis Contributors

Summary of De Minimis Settlement Amounts

	Settling Respondent Name	Facility Name	Facility Address	Volumetric Allocation (Tons)	Total Settlement Amount (\$467.41 Per Ton)	10% Payment to DTSC	90% Payment to Holding Account for Distribution to the Third-Party Escrow Account
17	Alcan Aluminum Corp	Alcan Aluminum Corp Alcan Building Products Alcan Oil CO Inc Alcan Western Alcan Western Products Alcon Nesto Products Coast Mach Movers Inc.	3016 Kansas Ave. Riverside, CA 6905 Aragon Circle Buena Park, CA P.O. Box 5013 Buena Park, CA 2744 Pomona Blvd.	1,072.23	\$501,171.02	\$50,117.10	\$451,053.92
				Total Aggregate Settlement	\$11,970,089.64	\$1,197,008.95	\$10,773,080.69

BKK LANDFILL FACILITY



Exhibit C to the [Proposed] Administrative Consent Order and Settlement Agreement
De Minimis Contributors

List of BKK Working Group Members
Version dated April 11, 2022

- American Honda Motor Co., Inc.
- Ameron International Corp.
- American Cyanamid
- Anadarko E&P Onshore LLC
- Ashland LLC, formerly known as Ashland Chemical Company
- Atlantic Richfield Company
- Baker Hughes Oilfield Operations, Inc.
- Baker Petrolite LLC
- Bayer Cropscience Inc.
- Big Heart Pet Brands
- The Boeing Company
- California Resources Corporation
- Chevron Environmental Management Company
- Chevron Marine LLC
- The City of Los Angeles, acting by and through its Department of Water and Power¹ (“LADWP”)
- ConocoPhillips Company
- Crosby & Overton, Inc.
- The Dow Chemical Company
- Ducommun Aerostructures, Inc.
- Essex Chemical Corporation
- ExxonMobil Corporation
- Filtrol Corporation
- Gemini Industries, Inc.
- General Dynamics Corporation
- General Latex and Chemical Corporation
- Hewlett-Packard Company
- Honeywell International Inc.
- Hugo Neu-Proler
- Huntington Beach Company
- Kal Kan Foods Inc.
- Lockheed Martin Corporation
- Mars, Inc.
- Montrose Chemical Corp. of California
- Mortell Company
- Morton International, Inc.

¹ LADWP’s participation in the [Proposed] Administrative Consent Order and Settlement Agreement De Minimis Contributors is pending approval of its governing bodies.

- National Steel And Shipbuilding Company
- Northrop Grumman Corporation
- Oxy USA Inc.
- Quemetco, Inc.
- Raytheon Company
- Rockwell Automation, Inc.
- Rohm & Hass Company
- Rohr, Inc.
- San Diego Gas & Electric Company
- Shell Oil Company
- Smith International, Inc.
- Southern California Edison Company
- Southern California Gas Company
- The Procter & Gamble Manufacturing Company
- THUMS Long Beach Company
- Todd Pacific Shipyards Corp.
- Union Carbide Corporation
- Union Pacific Railroad / Southern Pacific Transportation Company
- Unisys Corporation
- United States Steel Corporation
- United Technologies Corporation
- Univar Solutions USA Inc.
- Van Waters & Rogers
- Vigor Shipyards, Inc.
- Xerox Corporation

BKK Class I Landfill - Contaminants List

Volatile Organic Compounds

1,1,1,2-Tetrachloroethane
1,1,1-Trichloroethane
1,1,2,2-Tetrachloroethane
1,1,2-Trichloro-1,2,2-trifluoroethane
1,1,2-Trichloroethane
1,1-Dichloroethane
1,1-Dichloroethene (DCE)
1,1-Dichloroethylene
1,1-Dichloropropene
1,2,3-Trichlorobenzene
1,2,3-Trichloropropane
1,2,4-Trichlorobenzene
1,2,4-Trimethylbenzene
1,2-Dibromo-3-chloropropane
1,2-Dibromoethane (EDB)
1,2-Dichlorobenzene
1,2-Dichloroethane
1,2-Dichloropropane
1,3,5-Trimethylbenzene
1,3-Dichlorobenzene
1,3-Dichloropropane
1,3-Dichloropropene, Total
1,3-Dinitrobenzene
1,4-Dichlorobenzene
1,4-Dioxane
1-Methylnaphthalene
1-Naphthylamine
2,2-Dichloropropane
2,3,4,6-Tetrachlorophenol
2,4,5-Trichlorophenol
2,4,6-Trichlorophenol
2,4-Dichlorophenol
2,4-Dimethylphenol
2,4-Dinitrophenol
2,4-Dinitrotoluene
2,6-Dinitrotoluene
2-Butanone
2-Chloroethyl Vinyl Ether
2-Chloronaphthalene
2-Chlorophenol

2-Chlorotoluene
2-Hexanone
2-Methylnaphthalene
2-Methylphenol
2-Nitroaniline
2-Nitrophenol
2-Picoline
3- and 4-Methylphenol
3,3-Dichlorobenzidine
3-Methylcholanthrene
3-Methylphenol
3-Nitroaniline
4,6-Dinitro-2-methylphenol
4-Bromophenyl Phenyl Ether
4-Chloro-3-methylphenol
4-Chloroaniline
4-Chlorophenyl Phenyl Ether
4-Chlorotoluene
4-Isopropyltoluene
4-Methyl-2-pentanone
4-Methylphenol
4-Nitroaniline
4-Nitrophenol
5-Nitro-o-toluidine
7,12-Dimethylbenzo(a)anthracene
Acenaphthene
Acenaphthylene
Acetone
Acetonitrile
Acetophenone
Acrolein
Acrylonitrile
Allyl Chloride
Anthracene
Benzene
Benzidine
Benzo[a]anthracene
Benzo[a]pyrene
Benzo[b]fluoranthene
Benzo[g,h,i]perylene

Volatile Organic Compounds (continued)

Benzo[k]fluoranthene
Benzoic acid
Benzyl alcohol
bis(2-chloroethoxy) Methane
bis(2-chloroethyl) Ether
bis(2-ethylhexyl) Phthalate
Bromobenzene
Bromochloromethane
Bromodichloromethane
Bromoform
Bromomethane
Butyl Benzyl Phthalate
Carbazole
Carbon Disulfide
Carbon Tetrachloride
Chlorobenzene
Chlorobenzilate
Chloroethane
Chloroform
Chloromethane
Chloroprene
Chrysene
cis-1,2-Dichloroethylene
cis-1,3-Dichloropropene
Cyclohexanone
Diallate
Dibenz[a,h]anthracene
Dibenzofuran
Dibromochloromethane
Dibromomethane
Dichlorobenzenes
Dichlorodifluoromethane
Dichloroisopropyl Ether
Dichloromethane
Diethyl phthalate
Dimethoate
Dimethyl Phthalate
Di-n-butyl Phthalate
Di-n-octyl Phthalate
Ethyl Methacrylate
Ethyl Methanesulfonate

Ethylbenzene
Famphur
Fluoranthene
Fluorene
Formaldehyde
Hexachlorobenzene
Hexachlorobutadiene
Hexachlorocyclopentadiene
Hexachloroethane
Hexachlorophene
Hexachloropropene
Indeno[1,2,3-c,d]pyrene
Iodomethane
Isobutanol
Isodrin
Isophorone
Isopropylbenzene
Isosafrole
m,p-Xylene
Methane
Methyl Methacrylate
Methyl Methanesulfonate
Methyl Parathion
Methyl Tert-butyl Ether
Methylene Chloride
Naphthalene
n-Butylbenzene
Propylbenzene
sec-Butylbenzene
Styrene
tert-Butyl Alcohol
tert-Butylbenzene
Tetrachloroethene
Tetrachloroethylene
Tetrachloromethane
TGNMOC
Toluene
trans-1,2-Dichloroethene
trans-1,2-Dichloroethylene
trans-1,3-Dichloropropene
trans-1,4-Dichloro-2-butene

Volatile Organic Compounds (continued)

Trichloroethene
Trichloroethylene
Trichlorofluoromethane
Trichloromethane (Chloroform)
Vinyl Acetate
Vinyl Chloride
Xylenes, Total

Semi Volatile Organic Compounds

n-Nitrosodiethylamine
n-Nitrosodimethylamine
n-Nitroso-di-n-butylamine
n-Nitrosodi-n-propylamine
n-Nitrosodiphenylamine
n-Nitrosomethylethylamine
n-Nitrosomorpholine
n-Nitrosopiperidine
n-Nitrosopyrrolidine
O,O,O-Triethyl phosphorothioate
o-Toluidine
Parathion
p-Dimethylaminoazobenzene
Pentachlorobenzene
Pentachloroethane
Pentachloronitrobenzene
Pentachlorophenol
Phenacetin
Phenanthrene
Phenol
Phorate
p-Phenylenediamine
Pronamide
Pyrene
Pyridine
Safrole
Tetraethyl Dithiopyrophosphate
Thionazine

Metals

Aluminum
Antimony
Arsenic
Barium
Beryllium
Boron
Cadmium
Calcium
Chromium
Chromium VI
Cobalt
Copper
Iron
Lead
Magnesium
Manganese
Mercury
Molybdenum
Nickel
Potassium
Selenium
Silver
Sodium
Strontium
Thallium
Tin
Vanadium
Zinc

Organochlorine Pesticides

2,4'-DDD
2,4'-DDE
2,4'-DDT
4,4'-DDD
4,4'-DDE
4,4'-DDT
Aldrin
Alpha-BHC
Alpha-Chlordane
Azinphos Methyl
Beta-BHC
Beta-Chlordane
Bolstar
Chlordane
Chlorodane
Chlorpyrifos
Coumaphos
Delta-BHC
Demeton-o
Demeton-s
Diazinon
Dichlorvos
Dieldrin
Disulfoton
Endosulfan I
Endosulfan II
Endosulfan sulfate
Endrin
Endrin Aldehyde
Endrin Ketone
Ethoprop
Fensulfothion
Fenthion
Gamma-BHC
Gamma-BHC (Lindane)
Gamma-Chlordane
Glyphosate
Heptachlor
Heptachlor epoxide
Kepone
Merphos
Methoxychlor

Methyl Parathion
Mevinphos
Naled
Parathion
Phorate
Propazine
Prothiophos
Ronnel
Tetrachlorvinphos
Toxaphene
Trichloronate

Herbicides

2,4,5-T
2,4-DB
2,4-Dichlorophenoxyacetic Acid
3,5-Dichlorobenzoic Acid
4-Nitrophenol
Acetic Acid (MCPA)
Bentazon
Dacthal
Dalapon
Dicamba
Dichloroprop
Dinoseb
Diquat
MCPP
Pentachlorophenol
Picloram
Silvex
Thiobencarb

Other Chemicals

1,2,3,4,6,7,8-Heptachlorodibenzofuran
1,2,3,4,6,7,8-Heptachlorodibenzo-p-dioxin
1,2,3,4,7,8,9-Heptachlorodibenzofuran
1,2,3,4,7,8-Hexachlorodibenzofuran
1,2,3,4,7,8-Hexachlorodibenzo-p-dioxin
1,2,3,6,7,8-Hexachlorodibenzofuran
1,2,3,6,7,8-Hexachlorodibenzo-p-dioxin
1,2,3,7,8,9-Hexachlorodibenzofuran
1,2,3,7,8,9-Hexachlorodibenzo-p-dioxin
1,2,3,7,8-Pentachlorodibenzofuran
1,2,3,7,8-Pentachlorodibenzo-p-dioxin
1,2,4,6,9-Pentachlorodibenzofuran
2,3,4,6,7,8-Hexachlorodibenzofuran
2,3,4,7,8-Pentachlorodibenzofuran
2,3,7,8-Tetrachlorodibenzofuran
2,3,7,8-Tetrachlorodibenzo-p-dioxin
2,4,6-Trinitrotoluene
4-Chlorobenzenesulfonic Acid
Alkalinity, as CaCO ₃
Ammonia
Atrazine
Benzo[a]pyrene
Bicarbonate, Alkalinity
Biochemical Oxygen Demand
Boron
Cadmium
Calcium
Calcium Carbonate
Carbon
Carbon Dioxide
Carbonate, Alkalinity
Chemical Oxygen Demand
Chloride
Chlorite
Cyanide
Dioxins and Furans
Ethylene Glycol
Fluoride
Fluorine
GAMMA
Gross Alpha

Gross Beta
Octachlorodibenzofuran
Octachlorodibenzo-p-dioxin
Oil & Grease
Oil Range Organics C20-C38 PHC
Perchlorate
Phenols
Phosphorus
Polychlorinated Biphenyl
Potassium
Radium-226
Radium-228
RDX
Sodium
Sulfate
Sulfide
Total Dissolved Solids
Total Heptachlorodibenzofuran
Total Heptachlorodibenzo-p-dioxins
Total Hexachlorodibenzofuran
Total Hexachlorodibenzo-p-dioxin
Total Organic Carbon
Total Organic Halides
Total Organic Halogens
Total Suspended Solids
Total Volatile Compounds
TPH as Motor Oil C24-C36
TPH-Diesel Range Organics
TPH-Standard Diesel Range Organics

Exhibit E to the [Proposed] Administrative Consent Order and Settlement Agreement
De Minimis Contributors

**MODEL CONSENT AND AUTHORIZATION FOR
AGREEMENT TO SETTLE WITH DTSC AND THE BWG**

Regarding: BKK Class I Landfill De Minimis Settlements

List Name(s) of Settling Respondent(s):

By the duly authorized representative named below, Settling Respondent(s) hereby consent(s) to this Administrative Consent Order and Settlement Agreement *De Minimis* Contributors (“Order and Agreement”) and agrees to be bound by the terms and conditions hereof.

Settling Respondent(s) each warrant that the signatory or signatories to this Order and Agreement each have authority to execute this Order and Agreement on behalf of the respective Settling Respondent(s) listed above.

AGREED TO THIS ____ DAY OF _____, 20__.

Settlement Amount Agreed to: \$ _____

By: _____
(Signature)

(Print Name)

(Print Title)

Mailing Address:
