

1 IGNACIA S. MORENO
2 Assistant Attorney General
3 Environment and Natural Resources Division
4 United States Department of Justice
5 BRADLEY R. O'BRIEN (CA State Bar #189425)
6 Environmental Enforcement Section
7 Environment and Natural Resources Division
8 United States Department of Justice
9 301 Howard Street, Suite 1050
10 San Francisco, California 94105
11 Telephone: (415) 744-6484
12 Facsimile: (415) 744-6476
13 brad.obrien@usdoj.gov

14 Attorneys for Plaintiff, UNITED STATES OF AMERICA

15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

17 CITY OF COLTON, a California
18 municipal corporation,

19 Plaintiff,

20 v.

21 AMERICAN PROMOTIONAL
22 EVENTS, INC., et al.

23 Defendants.

24 AND CONSOLIDATED ACTIONS

CASE NO. ED CV 09-01864 PSG (SSx)

[Consolidated with Case Nos. CV 09-6630 PSG (SSx), CV 09-06632 PSG (SSx), CV 09-07501 PSG (SSx), CV 09-07508 PSG (SSx), CV 10-824 PSG (SSx) and CV 05-01479 PSG (SSx)]

CONSENT DECREE

TABLE OF CONTENTS

I.	BACKGROUND	- 1 -
II.	JURISDICTION	- 2 -
III.	PARTIES BOUND	- 2 -
IV.	DEFINITIONS.....	- 3 -
V.	STATEMENT OF PURPOSE	- 9 -
VI.	SETTLEMENT OF RESPONSE COSTS	- 9 -
VII.	FAILURE TO COMPLY WITH PAYMENT OBLIGATIONS.....	- 13 -
VIII.	COVENANTS BY PLAINTIFFS.....	- 15 -
IX.	RESERVATION OF RIGHTS BY PLAINTIFFS	- 20 -
X.	COVENANTS BY SETTLING DEFENDANTS AND RESERVATION OF RIGHTS	- 24 -
XI.	EFFECT OF SETTLEMENT/CONTRIBUTION	- 28 -
XII.	ACCESS	- 30 -
XIII.	CERTIFICATION	- 31 -
XIV.	NOTICES AND SUBMISSIONS	- 33 -
XV.	RETENTION OF JURISDICTION.....	- 36 -
XVI.	INTEGRATION/APPENDICES	- 36 -
XVII.	LODGING AND OPPORTUNITY FOR PUBLIC COMMENT	- 37 -
XVIII.	TERMINATION.....	- 37 -
XIX.	FINAL JUDGMENT	- 38 -

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Sections 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607 ("CERCLA"), and Section 7003 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6973, seeking injunctive relief and reimbursement of response costs incurred by EPA and the United States Department of Justice for response actions at the B.F. Goodrich Superfund Site in Rialto, California.

B. The Local Government Entities (as defined in Section IV (Definitions)) filed complaints in this matter pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, and/or state law seeking injunctive relief, declaratory relief, reimbursement of response costs and other damages. Rialto also filed claims pursuant to Section 7002 of RCRA, 42 U.S.C. § 6972, against certain parties.

C. Defendants Pyro Spectaculars, Inc.; Astro Pyrotechnics, Inc.; Trojan Fireworks Company; Thomas O. Peters; The 1996 Thomas O. Peters and Kathleen S. Peters Revocable Trust; and Stonehurst Site LLC (collectively, "Settling Defendants" as defined in Section IV (Definitions)), are entities which are named as defendants in one or more of the complaints referenced in the foregoing paragraphs. The Settling Defendants do not admit, and specifically deny: (1) any liability arising out of the transactions or occurrences alleged in the claims or deemed by the Court in the Consolidated Federal Action; and (2) that the release or threatened release of Waste Material at or from the B.F. Goodrich Site or the RABSP (as defined in Section IV (Definitions)) constitutes, contributed to or caused an imminent or substantial endangerment to the public health or welfare or the environment. The Local Government Entities, the County Related Parties, and

1 the Federal Defendants also do not admit, and specifically deny, any liability
2 arising out of the transactions or occurrences alleged in the claims or deemed by
3 the Court in the Consolidated Federal Action.

4 D. The United States has requested and reviewed Financial Information and
5 Insurance Information from Pyro Spectaculars, Inc. and Insurance Information
6 from Astro to determine whether they are financially able to pay response costs
7 incurred and to be incurred in connection with the B.F. Goodrich Site. Based upon
8 such Financial Information and Insurance Information, the United States has
9 determined that Pyro Spectaculars, Inc. and Astro are able to pay no more than the
10 amounts specified in Section VI (Settlement of Response Costs) of this Consent
11 Decree.

12 NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED:

14 **II. JURISDICTION**

15 1. This Court has jurisdiction over the subject matter of this action
16 pursuant to 28 U.S.C. §§ 1331 and 1345; 42 U.S.C. §§ 6973(a), 9607, and 9613(b);
17 and also has personal jurisdiction over Settling Defendants. Solely for the
18 purposes of this Consent Decree and the underlying complaints, Settling
19 Defendants waive all objections and defenses that they may have to jurisdiction of
20 the Court or to venue in this District. Settling Defendants shall not challenge entry
21 or the terms of this Consent Decree or this Court's jurisdiction to enter and enforce
22 this Consent Decree.

24 **III. PARTIES BOUND**

25 2. This Consent Decree is binding upon the United States, the Local
26 Government Entities, the County Related Parties, and upon Settling Defendants
27 and their heirs, successors and assigns. Any change in ownership or corporate or
28 other legal status, including, but not limited to, any transfer of assets or real or

1 personal property, shall in no way alter the status or responsibilities of Settling
2 Defendants under this Consent Decree.

3 IV. DEFINITIONS

4 3. Unless otherwise expressly provided in this Consent Decree, terms
5 used in this Consent Decree that are defined in CERCLA or in regulations
6 promulgated under CERCLA shall have the meaning assigned to them in CERCLA
7 or in such regulations. Whenever terms listed below are used in this Consent
8 Decree or in any appendix attached hereto, the following definitions shall apply:
9

10 "160-Acre Area" shall mean the area located in San Bernardino County that
11 is bounded by West Casa Grande Drive on the north, Locust Avenue on the east,
12 Alder Avenue on the west, and an extension of Summit Avenue on the south. The
13 160-Acre Area is depicted generally on the map included in Appendix A.

14 "2010 Record of Decision" or "2010 ROD" shall mean the EPA Record of
15 Decision relating to the Source Area Operable Unit at the B.F. Goodrich Site
16 signed on September 30, 2010, by the Regional Administrator, EPA Region 9, or
17 his/her delegate, and all attachments thereto.

18 "2010 ROD Response Costs" shall mean: (1) all costs, including but not
19 limited to, direct and indirect costs, in connection with the B.F. Goodrich Site that
20 the United States incurred before the signing of the 2010 Record of Decision; (2)
21 all costs, including but not limited to direct and indirect costs that the United States
22 incurred or will incur after the 2010 Record of Decision to perform or oversee the
23 work required to implement the 2010 Record of Decision; and (3) costs that were
24 otherwise identified and sought by the United States in the Consolidated Federal
25 Action.
26

27 "Astro" shall mean Astro Pyrotechnics, Inc. and includes past and current
28 officers and employees acting in the course and scope of their employment,

1 successors, and assigns. Astro also includes Astro Pyrotechnics, a California
2 corporation (Corp. Reg. No. C0720080) formed on August 9, 1974 and dissolved
3 on September 17, 1990.

4 “Astro Insurance Information” shall mean those insurance documents
5 identified in Appendix B.

6 “Basin Contaminants” shall mean any type of perchlorate; trichloroethylene
7 (“TCE”); perchloroethylene; carbon tetrachloride; chloroform; or methylene
8 chloride; including any breakdown or “daughter” products of the foregoing.

9 “B.F. Goodrich Site” shall mean the B.F. Goodrich Superfund Site in San
10 Bernardino County, California, which includes the 160-Acre Area and all areas
11 where contamination from the 160-Acre Area otherwise comes to be located.

12 “B.F. Goodrich Special Account” shall mean the special account, within the
13 EPA Hazardous Substances Superfund, established for the B.F. Goodrich Site by
14 EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

15 “CERCLA” shall mean the Comprehensive Environmental Response,
16 Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

17 “Certification of Completion of the Final Remedial Action” shall mean the
18 certification of completion of the remedial action associated with the Final Record
19 of Decision for the B.F. Goodrich Site.

20 “Colton” shall mean the City of Colton and any of its present, former, or
21 future subdivisions, departments, commissions, agencies, or instrumentalities.

22 “Consent Decree” shall mean this Consent Decree and all appendices
23 attached hereto. In the event of conflict between this Consent Decree and any
24 appendix, this Consent Decree shall control.

25 “Consolidated Federal Action” shall mean *City of Colton v. American*
26 *Promotional Events, Inc., et al.*, Case No. ED CV 09-01864 PSG (SSx); *Goodrich*
27 *Corporation v. Chung Ming Wong, et al.*, Case No. CV 09-6630 PSG (SSx);
28

1 *County of San Bernardino, et al., v. Tung Chun Co., et al.*, Case No. CV 09-06632
2 PSG (SSx); *City of Rialto and Rialto Utility Authority v. United States Department*
3 *of Defense, et al.*, Case No. CV 09-7501 PSG (SSx); and *Emhart Industries, Inc. v.*
4 *American Promotional Events, Inc.-West, et al.*, Case No. CV 09-07508 PSG
5 (SSx), all of which were consolidated pursuant to an order issued on January 20,
6 2010; and *United States of America v. Goodrich Corporation, et al.*, Case No. 10-
7 00824 PSG (SSx), which was consolidated with the previously consolidated cases
8 pursuant to an order issued on June 3, 2010; and *City of Colton v. American*
9 *Promotional Events, Inc., et al.*, Case No. ED CV 05-01479 PSG (SSx).

10 “County” shall mean the County of San Bernardino and any of its present,
11 former, or future subdivisions, departments, commissions, agencies, or
12 instrumentalities.

13 “County Property” shall mean the property known as the Mid Valley
14 Sanitary Landfill, which is currently owned by the County of San Bernardino,
15 including those areas currently leased to Robertson’s Ready Mix. The County
16 Property is bounded by Summit Avenue on the north, generally by Alder Avenue
17 on the east, (until Alder Avenue terminates at or within the Robertson’s Ready Mix
18 leasehold), generally by the municipal boundaries of the Cities of Fontana and
19 Rialto on the west except for a strip of land located in the City of Fontana, and by
20 Casmalia Street on the south. The County Property is depicted generally on the
21 map included in Appendix A.

22 “County Related Parties” shall mean Robertson’s Ready Mix, Inc., the
23 Schulz Parties¹ and the Zambelli Parties.²

24
25
26 ¹ The Schulz Parties include the following: Edward Stout; Edward Stout as the
27 Trustee of the Stout-Rodriquez Trust; Elizabeth Rodriquez; John Callagy as
28 Trustee of the Fredricksen Children’s Trust Under Trust Agreement Dated
February 20, 1985; John Callagy as Trustee of the E.F. Schulz Trust; Linda

1 “Day” or “day” shall mean a calendar day unless expressly stated to be a
2 business day. In computing any period of time under this Consent Decree, where
3 the last day would fall on a Saturday, Sunday, or federal or state holiday, the
4 period shall run until the close of business of the next working day.

5 “DOJ” shall mean the United States Department of Justice and its successor
6 departments, agencies, or instrumentalities.

7 “Effective Date” shall mean the date upon which this Consent Decree is
8 entered by the District Court as recorded on the District Court docket, or, if the
9 District Court instead issues an order approving the Consent Decree, the date such
10 order is recorded on the District Court docket, whichever occurs first.

11 “EPA” shall mean the United States Environmental Protection Agency and
12 its successor departments, agencies, or instrumentalities.

13 “EPA Hazardous Substance Superfund” shall mean the Hazardous
14 Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

15 “Federal Defendants” shall mean any federal agency, department, or
16 instrumentality named or alleged to be liable for contamination in the Consolidated
17 Federal Action, including but not limited to the United States Army, the
18 Department of the Navy, the United States Air Force, the United States
19 Department of Defense, the Farm Credit Administration, the United States
20 Customs Department, and any of their predecessors or successors.

21
22
23 Fredricksen; Linda Fredricksen as Trustee of the Walter M. Pointon Trust Dated
24 11/19/1991; Linda Fredricksen as Trustee of the Michelle Ann Pointon Trust
25 Under Trust Agreement Dated February 15, 1985; Linda Fredricksen as Trustee of
26 the E.F. Schulz Trust; John Callagy; Mary Callagy; Jeanine Elzie; Stephen
Callagy; Michelle Ann Pointon; and Anthony Rodriquez.

27 ² The Zambelli Parties include the following: Zambelli Fireworks Manufacturing
28 Company, Inc., Zambelli Fireworks Company, aka Zambelli Fireworks
Internationale, and Zambelli Fireworks Manufacturing Company.

1 “Final Record of Decision” shall mean the final Record of Decision (and all
2 attachments) for the B.F. Goodrich Site that will be signed by EPA in the future,
3 and after lodging of this Consent Decree.

4 “Final Remedial Action” shall mean activities associated with implementing
5 the Final Record of Decision.

6 “Interest” shall mean interest at the rate specified for interest on investments
7 of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507,
8 compounded annually on October 1 of each year, in accordance with 42 U.S.C.
9 § 9607(a). The applicable rate of interest shall be the rate in effect at the time the
10 interest accrues. The rate of interest is subject to change on October 1 of each
11 year.

12 “Local Government Entities” shall mean the County, Rialto, and Colton,
13 which includes their past and current officers and employees acting in the course
14 and scope of their employment.

15 “Paragraph” shall mean a portion of this Consent Decree identified by an
16 Arabic numeral or an upper or lower case letter.

17 “Parties” shall mean the United States, the Local Government Entities, the
18 County Related Parties, and the Settling Defendants.

19 “Peters Parties” shall mean Thomas O. Peters and The 1996 Thomas O.
20 Peters And Kathleen S. Peters Revocable Trust and includes past and current
21 trustees and beneficiaries, agents, heirs, successors, and assigns.

22 “Plaintiffs” shall mean the United States, on behalf of EPA, and the Local
23 Government Entities.

24 “PSI” shall mean Pyro Spectaculars, Inc. and includes past and current
25 officers and employees acting in the course and scope of their employment,
26 successors, and assigns.

27 “PSI Financial Information” shall mean those financial documents identified
28

1 in Appendix C.

2 “PSI Insurance Information” shall mean those insurance documents
3 identified in Appendix D.

4 “RABSP” shall mean the parcel of land originally containing the former
5 Rialto Ammunition Backup Storage Point, located in San Bernardino County,
6 California. The 160-Acre Area is within the geographic area of the RABSP. The
7 RABSP is depicted generally on the map included in Appendix A.

8 “RABSP Site” shall mean the RABSP and all areas where contamination
9 from the RABSP otherwise comes to be located.

10 “RCRA” shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992.

11 “Rialto” shall mean the City of Rialto and any of its present, former, or
12 future subdivisions, departments, commissions, agencies, or instrumentalities,
13 including, but not limited to, the Rialto Utility Authority and the Rialto
14 Redevelopment Agency.

15 “Section” shall mean a portion of this Consent Decree identified by a Roman
16 numeral.

17 “Settling Defendants” shall mean PSI, Astro, Trojan, Peters Parties, and
18 Stonehurst.

19 “State” shall mean the State of California.

20 “Stonehurst” shall mean Stonehurst Site LLC and includes past and current
21 officers, members and managers acting in the course and scope of their
22 employment, successors, and assigns.

23 “Stonehurst Property” shall mean the approximate 5-acre property in the
24 County of San Bernardino, County APNs 1133-07-105, 1133-07-106, and 1133-
25 07-107, collectively, located at 2298 West Stonehurst Drive, Rialto, California.
26 The Stonehurst Property is depicted generally on the map included in Appendix A.

27 “Trojan” shall mean Trojan Fireworks Company and includes past and
28

1 current officers and employees acting in the course and scope of their employment,
2 successors, and assigns.

3 "United States" shall mean the United States of America and each
4 department, agency, and instrumentality of the United States, including EPA and
5 the Federal Defendants.

6 "Waste Material" shall mean (a) any hazardous substance under Section
7 101(14) of CERCLA, 42 U.S.C. § 9601(14); (b) any pollutant or contaminant
8 under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); and (c) any "solid
9 waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

10 "West Side Area" shall mean the County Property and the Stonehurst
11 Property. The West Side Area is depicted generally on the map included in
12 Appendix A.

13 "West Side Site" shall mean the West Side Area and all areas where TCE
14 and perchlorate contamination from the West Side Area otherwise comes to be
15 located.
16

17 V. STATEMENT OF PURPOSE

18 4. By entering into this Consent Decree, the mutual objectives of the
19 Parties are to avoid difficult and prolonged litigation and resolve claims as set forth
20 herein.

21 VI. SETTLEMENT OF RESPONSE COSTS

22 5. Payments

23 The Settling Defendants shall severally pay a total of five million six
24 hundred sixty-three thousand dollars (\$5,663,000) to the United States and the
25 Local Government Entities. Of this amount, the United States shall receive four
26 million three hundred thirty thousand dollars (\$4,330,000); Colton shall receive
27 five hundred thousand dollars (\$500,000); Rialto shall receive five hundred
28

1 thousand dollars (\$500,000); and the County shall receive three hundred thirty-
2 three thousand dollars (\$333,000). The payments to be made by the Settling
3 Defendants set forth above are for reimbursement of response costs.

4 The Settling Defendants' obligations to pay these amounts are described
5 below.

6 a. Pyro Spectaculars, Inc. Payments

7 i. Pyro Spectaculars, Inc. shall pay to EPA the principal
8 amount of two million two hundred eighty-six thousand, six hundred sixty-seven
9 dollars and ninety-one cents (\$2,286,667.91).

10 ii. Pyro Spectaculars, Inc. shall pay to Rialto the principal
11 amount of three hundred thirty-three thousand, three hundred thirty-three dollars
12 and fifty cents (\$333,333.50).

13 iii. Pyro Spectaculars, Inc. shall pay to Colton the principal
14 amount of three hundred thirty-three thousand, three hundred thirty-three dollars
15 and fifty cents (\$333,333.50).

16 iv. Pyro Spectaculars, Inc. shall pay to the County the
17 principal amount of two hundred twenty-two thousand dollars and eleven cents
18 (\$222,000.11).

19 v. In addition to the payments described in subparagraphs
20 i.– iv. above, Pyro Spectaculars, Inc. shall pay to EPA the additional principal
21 amount of six hundred thousand dollars (\$600,000) in three (3) installments. The
22 first installment payment of two hundred thousand dollars (\$200,000) is due within
23 one (1) year after the Effective Date. The second installment payment of two
24 hundred thousand dollars (\$200,000) is due within two (2) years after the Effective
25 Date. The third installment payment of two hundred thousand dollars (\$200,000)
26 is due within three (3) years after the Effective Date. Each installment payment
27 shall also include an additional sum for Interest accrued on the unpaid portion of
28

1 the principal amount calculated from the 30th day after the Effective Date until the
2 date of the payment. The United States shall provide Pyro Spectaculars, Inc. with
3 information on the amount of Interest due thirty (30) days before the due date for
4 each of the installment payments required by this Paragraph.

5 b. Astro, Trojan, the Peters Parties, and Stonehurst Payments

6 Astro, Trojan, the Peters Parties, and Stonehurst shall jointly and severally
7 pay as follows:

8 i. As to EPA the principal amount of one million four
9 hundred forty-three thousand, three hundred thirty-two dollars and nine cents
10 (\$1,443,332.09).

11 ii. As to Rialto the principal amount of one hundred sixty-
12 six thousand, six hundred sixty-six dollars and fifty cents (\$166,666.50).

13 iii. As to Colton the principal amount of one hundred sixty-
14 six thousand, six hundred sixty-six dollars and fifty cents (\$166,666.50).

15 iv. As to the County the principal amount of one hundred ten
16 thousand, nine hundred ninety-nine dollars and eighty-nine cents (\$110,999.89).

17 6. Escrow for Payments to Plaintiffs

18 No later than twenty (20) business days after Settling Defendants
19 receive notice that this Consent Decree has been lodged with the Court, each
20 Settling Defendant shall deposit its respective share of the payment due Plaintiffs
21 into an interest-bearing escrow account at a bank that is insured by the Federal
22 Deposit Insurance Corporation. Within thirty (30) days after the Effective Date,
23 the funds placed in the Escrow Account together with interest thereon, shall be
24 disbursed as described in Paragraph 5; provided however, the installment payments
25 required by Section Paragraph 5 a.v. shall be due as set forth therein.

26 7. Payment Instructions

27 a. Any payments due EPA pursuant to Section VI (Settlement of
28

1 Response Costs) shall be made in accordance with instructions provided to such
2 Settling Defendant(s) by EPA or the Financial Litigation Unit ("FLU") of the
3 United States Attorney's Office for the Central District of California. Any
4 payments due Local Government Entities shall be made via wire transfer as
5 described in Paragraphs 8 – 10.

6 b. At the time of each installment payment required by Paragraph
7 5 a.v., Pyro Spectaculars, Inc. shall send notice to DOJ and EPA that payment has
8 been made in accordance with Section XIV (Notices and Submissions), and to the
9 EPA Cincinnati Finance Office by email at acctsreceivable.cinwd@epa.gov, or by
10 mail to:

11
12 EPA Cincinnati Finance Office
13 26 Martin Luther King Drive
Cincinnati, Ohio 45268

14 Such notice shall reference the Site/Spill ID Number 09JW, and DOJ Case Number
15 90-11-2-09952.

16 c. The total amount to be paid to EPA pursuant to Section VI
17 (Settlement of Response Costs) shall be deposited by EPA in the B.F. Goodrich
18 Special Account to be retained and used to conduct or finance response actions at
19 or in connection with the Site, or to be transferred by EPA to the EPA Hazardous
20 Substance Superfund.

21
22 8. Payment Instructions for Rialto:

23 City of Rialto -- General Fund Account
24 Account Number -- 9739869858
25 Routing No. 121000248
26 Wells Fargo Bank
27 21680 Gateway Center Drive, #225
28 Diamond Bar, California 91765
Contact at bank: Yolanda Anaya (909) 612-1389

1 9. Payment Instructions for Colton:

2 Account of City of Colton
3 Account No. 143138235
4 Routing No. 026009593
5 Bank of America
6 101 South Marengo Ave.
7 Pasadena, California 91101

8 10. Payment Instructions for the County

9 Account Name: County of San Bernardino
10 Account #: 1496150090
11 ABA#: 026009593
12 Bank of America
13 Brea Client Service Center
14 Branch: Los Angeles, Government Banking
15 Bank Contact & Ph#: Wendy Sieruga 909-387-6375
16 Ref: Solid Waste Management Division of County
17 Public Works Department
18 275 Valencia Avenue
19 Brea, California 92823

20 **VII. FAILURE TO COMPLY WITH PAYMENT OBLIGATIONS**

21 11. Interest on Payments and Accelerated Payments

22 If any Settling Defendant fails to make its payments required by Section VI
23 (Settlement of Response Costs) by the required due date, Interest shall accrue on
24 the unpaid balance owed by that Settling Defendant from the date payment is due
25 through the date of payment. If Pyro Spectaculars, Inc. fails to make any
26 installment payment required by Section VI (Settlement of Response Costs) by the
27 required due date, all remaining installment payments and all accrued Interest shall
28 become due immediately upon such failure. Interest shall continue to accrue on
any unpaid amounts until the total amount due has been received.

1 12. Stipulated Penalty

2 If any amounts due the United States or the Local Government Entities are
3 not paid by their respective required date(s), the non-paying or late-paying Settling
4 Defendant(s) shall be in violation of this Consent Decree and shall pay, as a
5 stipulated penalty, in addition to the Interest required by Paragraph 11, five

1 thousand dollars (\$5,000) per violation per day to the unpaid party for each day
2 such payment is late. Stipulated penalties are due and payable within thirty (30)
3 days after the date of the demand for payment of the penalty or penalties.

4 All payments of stipulated penalties owed to the United States under this
5 Paragraph shall be identified as "stipulated penalties" and shall be made in
6 accordance with instructions provided to such Settling Defendant(s) by the United
7 States. Such payment shall reference Site/Spill ID Number 09JW, and DOJ Case
8 Number 90-11-2-09952.

9 All payments of stipulated penalties to each of the Local Government
10 Entities (if they are the unpaid party) and not including the County under this
11 Paragraph shall be made as set forth in Paragraphs 8, 9, and 10, respectively.

12 At the time of payment of a stipulated penalty to the United States, the non-
13 paying or late-paying Settling Defendant(s) shall send notice to DOJ and EPA that
14 payment has been made in accordance with Section XIV (Notices and
15 Submissions). Such notice shall reference Site/Spill ID Number 09JW, and DOJ
16 Case Number 90-11-2-09952.

17 Penalties shall accrue as provided in this Paragraph regardless of whether the
18 United States or the Local Government Entities have notified the non-paying
19 Settling Defendant(s) of the violation or made a demand for payment, but need
20 only be paid upon demand. All penalties shall begin to accrue on the day after
21 payment is due and shall continue to accrue through the date of payment. Nothing
22 in this Consent Decree shall prevent the simultaneous accrual of separate penalties
23 for separate violations of this Consent Decree.

24
25 13. Payments made under this Section shall be in addition to any other
26 remedies or sanctions available to Plaintiffs by virtue of Settling Defendants'
27 failure to comply with the requirements of this Consent Decree.

28 14. Notwithstanding any other provision of this Section, a Plaintiff may,

1 in its unreviewable discretion, waive payment of any portion of the stipulated
2 penalties due to that Plaintiff pursuant to this Consent Decree. Payment of
3 stipulated penalties shall not excuse Settling Defendants from payment as required
4 by Section VI (Settlement of Response Costs) or from performance of any other
5 requirements of this Consent Decree.

6 **VIII. COVENANTS BY PLAINTIFFS**

7
8 15. United States' Covenants

9 a. Ability to Pay Parties. Except as specifically provided in
10 Section IX (Reservation of Rights by Plaintiffs), the United States covenants not to
11 sue or to take administrative action against PSI and Astro pursuant to Sections 106
12 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), and Section 7003 of
13 RCRA, 42 U.S.C. § 6973, relating to the B.F. Goodrich Site, including but not
14 limited to the 2010 ROD Response Costs and all response costs incurred or that
15 will be incurred in connection with the B.F. Goodrich Site. With respect to present
16 and future liability, these covenants shall take effect upon receipt by Plaintiffs of
17 all amounts required by Paragraphs 5 a.i.– iv. and 5 b.i. – iv. and any Interest or
18 stipulated penalties due thereon under Section VII (Failure to Comply with
19 Payment Obligations). These covenants are conditioned upon the satisfactory
20 performance by PSI and Astro of their obligations under this Consent Decree,
21 including but not limited to, payment of all amounts due under Section VI
22 (Settlement of Response Costs), and any Interest or stipulated penalties due
23 thereon under Section VII (Failure to Comply with Payment Obligations). These
24 covenants are also conditioned upon the veracity and completeness of the Financial
25 Information and the Insurance Information provided to EPA by Pyro Spectaculars,
26 Inc., the Insurance Information provided to EPA by Astro, the financial, insurance,
27 and indemnity certifications made by Pyro Spectaculars, Inc., and the insurance
28

1 certification made by Astro, as described in Paragraphs 37 and 38. If the Financial
2 Information or the Insurance Information provided by Pyro Spectaculars, Inc. or
3 Astro, or the financial, insurance, or indemnity certification made by Pyro
4 Spectaculars, Inc. or Astro in Paragraphs 37 and 38, is subsequently determined by
5 EPA to be materially false or, in any material respect, inaccurate, such Settling
6 Defendant shall forfeit all payments made pursuant to this Consent Decree and
7 these covenants and the contribution and other protections in Paragraphs 28 - 31
8 shall be null and void as to such Settling Defendant. Such forfeiture shall not
9 constitute liquidated damages and shall not in any way foreclose the United States'
10 right to pursue any other causes of action arising from such Settling Defendant's
11 materially false or materially inaccurate information. These covenants extend only
12 to PSI and Astro and do not extend to any other person.

13
14 b. Non-Ability to Pay Parties. Except as specifically provided in
15 Section IX (Reservation of Rights by Plaintiffs) and subparagraphs 15 c. – e., the
16 United States covenants not to sue or to take administrative action against Trojan,
17 the Peters Parties, and Stonehurst pursuant to Sections 106 and 107(a) of
18 CERCLA, 42 U.S.C. §§ 9606 and 9607(a) and Section 7003 of RCRA, 42 U.S.C.
19 § 6973, relating to the B.F. Goodrich Site, including but not limited to the 2010
20 ROD Response Costs and all response costs incurred or that will be incurred in
21 connection with the B.F. Goodrich Site. With respect to present and future
22 response costs, these covenants shall take effect upon receipt by Plaintiffs of all
23 amounts required by Paragraphs 5 a.i. – iv. and 5 b.i. – iv. and any Interest or
24 stipulated penalties due thereon under Section VII (Failure to Comply with
25 Payment Obligations). These covenants are conditioned upon the satisfactory
26 performance by Trojan, the Peters Parties, and Stonehurst of their obligations
27 under this Consent Decree, including but not limited to, payment of all amounts
28 due under Section VI (Settlement of Response Costs), and any Interest or

1 stipulated penalties due thereon under Section VII (Failure to Comply with
2 Payment Obligations). These covenants extend only to Trojan, the Peters Parties,
3 and Stonehurst and do not extend to any other person.

4 c. United States' Pre-certification Reservations for Non-Ability to
5 Pay Parties. Notwithstanding any other provision of this Consent Decree, the
6 United States reserves, and this Consent Decree is without prejudice to, the right to
7 institute proceedings in this action or in a new action, or to issue an administrative
8 order, seeking to compel Trojan, the Peters Parties, and Stonehurst

9 1) to perform further response actions relating to the B.F.
10 Goodrich Site; or

11 2) to reimburse the United States for additional costs of
12 response if, prior to Certification of Completion of the Final Remedial Action for
13 the B.F. Goodrich Site:

14 i. conditions at the B.F. Goodrich Site, previously
15 unknown to EPA, are discovered, or

16 ii. information, previously unknown to EPA, is
17 received, in whole or in part,
18 and EPA determines that these previously unknown conditions or information
19 together with any other relevant information indicates that the B.F. Goodrich Site
20 Final Remedial Action is not protective of human health or the environment.

21 d. United States' Post-certification Reservations for Non-Ability
22 to Pay Parties. Notwithstanding any other provision of this Consent Decree, the
23 United States reserves, and this Consent Decree is without prejudice to, the right to
24 institute proceedings in this action or in a new action, or to issue an administrative
25 order, seeking to compel Trojan, the Peters Parties, and Stonehurst

26 1) to perform further response actions relating to the B.F.
27 Goodrich Site; or
28

CONSENT DECREE

1 2) to reimburse the United States for additional costs of
2 response if, subsequent to Certification of Completion of the Final Remedial
3 Action for the B.F. Goodrich Site:

4 i. conditions at the B.F. Goodrich Site, previously
5 unknown to EPA, are discovered, or

6 ii. information, previously unknown to EPA, is
7 received, in whole or in part,
8 and EPA determines that these previously unknown conditions or information
9 together with any other relevant information indicates that the B.F. Goodrich Site
10 Final Remedial Action is not protective of human health or the environment.

11 e. For purposes of Paragraph 15 c., the information and the
12 conditions known to EPA shall include only that information and those conditions
13 known to EPA as of the date the Final Record of Decision is signed and set forth in
14 the Final Record of Decision and the administrative record supporting the Final
15 Record of Decision. For purposes of Paragraph 15 d., the information and the
16 conditions known to EPA shall include only that information and those conditions
17 known to EPA as of the date of Certification of Completion of the Final Remedial
18 Action and set forth in the Final Record of Decision, the administrative record
19 supporting the Final Record of Decision, the post-Final Record of Decision
20 administrative record, or in any information required to be submitted to EPA
21 during the conduct of the remedial design and remedial action, prior to the
22 Certification of Completion of the Final Remedial Action.

23 f. Except as specifically provided in Section IX (Reservation of
24 Rights by Plaintiffs) and to the same extent as set forth in Paragraphs 20 and 24
25 (Covenants By Settling Defendants And Reservation Of Rights), Federal
26 Defendants release, covenant not to sue and agree not to assert any claims or
27 causes of action against the Settling Defendants with respect to the RABSP Site,
28

1 and this Consent Decree, including but not limited to:

2 1) any claim pursuant to Sections 107 or 113 of CERCLA,
3 42 U.S.C. §§ 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or
4 state law, in connection with the RABSP Site; or

5 2) any claim, whether express or deemed by court order, in
6 the Consolidated Federal Action, in connection with the RABSP Site.

7 g. Federal Defendants specifically reserve, and this Consent
8 Decree is without prejudice to, all rights against the Settling Defendants with
9 respect to claims for contribution whether based on federal or state statutes or
10 common law arising out of: (a) claims in the *City of Riverside v. Black & Decker*
11 *(U.S), Inc., et al.*, Case No. BC410878, or (b) claims asserted by any person or
12 entity that is not or was not a party to the Consolidated Federal Action as of
13 August 24, 2012; or (c) claims for natural resource damages.

14
15 16. Local Government Entities' Covenants and Releases

16 Except as specifically provided herein and in Section IX (Reservation of
17 Rights by Plaintiffs), each of the Local Government Entities and the County
18 Related Parties releases and covenants not to sue or take administrative action
19 against any of the Settling Defendants, pursuant to Sections 107(a) or 113 of
20 CERCLA, 42 U.S.C. §§ 9607(a) and 9613, Section 7002 of RCRA, 42 U.S.C.
21 § 6972, or any state or federal statute or state or federal common law with respect
22 to all claims of any kind, known and unknown, against Settling Defendants in
23 connection with the alleged release or threatened release of any of the Basin
24 Contaminants at, on, or under the RABSP Site. With respect to present and future
25 liability, these covenants and releases shall take effect upon receipt by Plaintiffs of
26 all amounts required by Paragraphs 5 a.i.– iv. and 5 b.i. – iv. and any Interest or
27 stipulated penalties due thereon under Section VII (Failure to Comply with
28 Payment Obligations). These covenants and releases are also conditioned upon the

1 satisfactory performance by Settling Defendants of their obligations under this
2 Consent Decree, and the veracity and completeness of the Financial Information
3 and the Insurance Information provided to EPA by Pyro Spectaculars, Inc., the
4 Insurance Information provided to EPA by Astro, the financial, insurance, and
5 indemnity certifications made by Pyro Spectaculars, Inc., and the insurance
6 certification made by Astro, as described in Paragraphs 37 and 38. If the Financial
7 Information or the Insurance Information provided by Pyro Spectaculars, Inc. or
8 Astro, or the financial, insurance, or indemnity certification made by Pyro
9 Spectaculars, Inc. or Astro in Paragraphs 37 and 38, is subsequently determined by
10 EPA to be materially false or, in any material respect, inaccurate, such Settling
11 Defendant shall forfeit all payments made pursuant to this Consent Decree and
12 these covenants and the contribution and other protections in Paragraphs 28 – 31
13 shall be null and void as to such Settling Defendant.
14

15 In releasing all unknown claims, each of the Local Government Entities and
16 the County Related Parties expressly waive the provisions of Section 1542 of the
17 California Civil Code, which provides:

18 A general release does not extend to claims which the
19 creditor does not know or suspect to exist in his or her
20 favor at the time of executing the release, which if known
by him or her must have materially affected his or her
settlement with the debtor.

21 **IX. RESERVATION OF RIGHTS BY PLAINTIFFS**

22 17. The United States reserves, and this Consent Decree is without
23 prejudice to, all rights against Settling Defendants with respect to all matters not
24 expressly included within the Covenants by the United States in Paragraph 15.
25 Notwithstanding any other provision of this Consent Decree, the United States
26 reserves all rights against Settling Defendants with respect to:

- 27 a. liability for failure of any Settling Defendant to meet a
28

1 requirement of this Consent Decree;

2 b. criminal liability;

3 c. liability for damages for injury to, destruction of, or loss of
4 natural resources, and for the costs of any natural resource damage assessments;

5 d. liability based on the ownership or operation of any portion of
6 the B.F. Goodrich Site by a Settling Defendant when such ownership or operation
7 commences after signature of this Consent Decree by such Settling Defendant and
8 there is a new release on or related to such property;

9 e. liability based on a Settling Defendant's transportation,
10 treatment, storage, or disposal, or arrangement for transportation, treatment,
11 storage, or disposal of a Waste Material at or in connection with the B.F. Goodrich
12 Site, after signature of this Consent Decree by such Settling Defendant;

13 f. liability arising from the past, present, or future disposal,
14 release or threat of release of a Waste Material outside of the B.F. Goodrich Site;
15 and
16

17 g. liability for costs incurred by EPA, if any, with respect to the
18 West Side Site.

19 For purposes of subparagraphs d. – e. above, migration of previously released
20 Waste Material is not a new release or disposal of Waste Material.

21 18. Notwithstanding any other provision of this Consent Decree, the
22 United States reserves, and this Consent Decree is without prejudice to, the right to
23 reinstitute or reopen this action, or to commence a new action seeking relief other
24 than as provided in this Consent Decree, if the Financial Information or the
25 Insurance Information provided by Pyro Spectaculars, Inc. and Astro, or the
26 financial, insurance, or indemnity certification made by Pyro Spectaculars, Inc. and
27 Astro in Paragraphs 37 and 38, is materially false or, in any material respect,
28 inaccurate. This Paragraph only applies to PSI and Astro.

CONSENT DECREE

1 19. Each of the Local Government Entities and the County Related Parties
2 reserves, and this Consent Decree is without prejudice to, all rights against the
3 Settling Defendants with respect to:

4 a. liability for failure of any Settling Defendant to meet a
5 requirement of this Consent Decree;

6 b. criminal liability;

7 c. liability based on the ownership or operation of any portion of
8 the RABSP Site by a Settling Defendant when such ownership or operation
9 commences after signature of this Consent Decree by such Settling Defendant and
10 there is a new release on or related to such property;

11 d. liability based on a Settling Defendant's transportation,
12 treatment, storage, or disposal, or arrangement for transportation, treatment,
13 storage, or disposal of a Waste Material at or in connection with the RABSP Site,
14 after signature of this Consent Decree by such Settling Defendant;

15 e. liability arising from the past, present, or future disposal,
16 release or threat of release of a Waste Material outside of the RABSP Site;

17 f. liability arising from past, present or future releases or
18 threatened releases at the RABSP Site, where the Waste Material at issue is not a
19 Basin Contaminant;

20 g. liability of a Settling Defendant arising from a new release,
21 threat of release, or disposal of a Waste Material either within or outside of the
22 RABSP Site, where such release, threat of release, or disposal occurs after
23 signature of this Consent Decree by such Settling Defendant;

24 h. liability related to bodily injury;

25 i. claims for contribution whether based on federal or state
26 statutes or common law arising out of: (a) claims in *City of Riverside v. Black &*
27 *Decker (U.S.), Inc., et al.*, Case No. BC410878; (b) claims asserted by any person
28

1 or entity that is not or was not a party to the Consolidated Federal Action as of
2 August 24, 2012; or, (c) claims for natural resource damages;

3 j. any rights of the Local Governmental Entities to enforce the
4 land use covenant on the Stonehurst Property, pursuant to the terms of that
5 document;

6 k. any rights of Rialto that arise from the exercise and
7 enforcement of its municipal police power regulatory authority over persons,
8 entities, properties and business transactions within the jurisdiction of Rialto.
9 However, nothing in the foregoing sentence of this subparagraph k. reserves
10 Rialto's rights under any federal, state, or local law to seek enforcement against the
11 Settling Defendants to remediate soil or groundwater for existing Waste Material
12 unless such right is reserved in other subparagraphs of this Paragraph 19; and

13 l. the right of the County, which is hereby acknowledged, to
14 compel Settling Defendants to install a basic asphalt cap on the Stonehurst
15 Property as approved by the California Regional Water Quality Control Board
16 (Santa Ana Region), and record a land use covenant approved by both the
17 California Regional Water Quality Control Board (Santa Ana Region) and the
18 County if, within twenty-four (24) months after the Effective Date, Settling
19 Defendants have not installed such cap or recorded such land use covenant for
20 maintenance of that cap. This reserved right shall be enforceable by the County
21 and subject to the continuing jurisdiction of this Court through this Consent
22 Decree.
23

24 For purposes of subparagraphs c., d., and g., above, migration of existing Waste
25 Material is not a new release or disposal of Waste Material into soil, groundwater
26 or atmosphere.
27
28

X. COVENANTS BY SETTLING DEFENDANTS AND RESERVATION OF RIGHTS

20. Except as provided in Paragraphs 24 and 25, each of the Settling Defendants releases, covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the B.F. Goodrich Site and this Consent Decree; and against the Federal Defendants and the Local Government Entities, County Related Parties, or their contractors or employees, with respect to the RABSP Site, and this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the B.F. Goodrich Site relating to the United States, and in connection with the B.F. Goodrich Site and the RABSP relating to the Federal Defendants, the Local Government Entities, and County Related Parties, including any claim under the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim pursuant to Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law, in connection with the B.F. Goodrich Site relating to the United States, and in connection with the RABSP Site relating to the Federal Defendants, the Local Government Entities, and County Related Parties; or

d. any claim, whether express or deemed by court order, in the Consolidated Federal Action.

1 21. Except as provided in Paragraph 24, each of the Settling Defendants
2 releases and covenants not to sue or take administrative action against any of the
3 Local Government Entities or County Related Parties, pursuant to Sections 107(a)
4 or 113 of CERCLA, 42 U.S.C. §§ 9607(a) and 9613, Section 7002 of RCRA, 42
5 U.S.C. § 6972, or any other state or federal statute or state or federal common law
6 with respect to all claims of any kind, known and unknown, against the Local
7 Government Entities or County Related Parties in connection with the alleged
8 release or threatened release of any of the Basin Contaminants at, on, or under the
9 RABSP Site. With respect to present and future liability, these covenants and
10 releases shall take effect upon receipt by Plaintiffs of all amounts required by
11 Paragraphs 5 a.i.– iv. and 5 b.i. – iv. and any Interest or stipulated penalties due
12 thereon under Section VII (Failure to Comply with Payment Obligations).

13
14 In releasing all unknown claims, each of the Settling Defendants waives the
15 provisions of Section 1542 of the California Civil Code which provides:

16 A general release does not extend to claims which the
17 creditor does not know or suspect to exist in his or her
18 favor at the time of executing the release, which if known
by him or her must have materially affected his or her
settlement with the debtor.

19 22. These covenants and releases shall not apply to the United States in
20 the event the United States brings a cause of action or issues an order pursuant to
21 any of the reservations set forth in Section IX (Reservations of Rights by
22 Plaintiffs), other than in Paragraph 17 a. (liability for failure to meet a requirement
23 of the Consent Decree) or 17 b. (criminal liability), but only to the extent that
24 Settling Defendants' claims arise from the same response action, response costs,
25 or damages that the United States is seeking pursuant to the applicable reservation.

26 23. Nothing in this Consent Decree shall be deemed to constitute approval
27 or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42
28 U.S.C. § 9611, or 40 C.F.R. §300.700(d).

1 24. Each of the Settling Defendants reserves, and this Consent Decree is
2 without prejudice to, all rights against the Local Government Entities and County
3 Related Parties with respect to:

4 a. liability based on the ownership of any portion of the RABSP
5 Site by Local Government Entities or County Related Parties when such ownership
6 commences after signature of this Consent Decree by such Local Government
7 Entities or County Related Parties and there is a new release on or related to such
8 property;

9 b. liability based on Local Government Entities' or County
10 Related Parties' transportation, treatment, storage, or disposal, or arrangement for
11 transportation, treatment, storage, or disposal of a Waste Material at or in
12 connection with the RABSP Site, after signature of this Consent Decree by such
13 Local Government Entities or County Related Parties;

14 c. liability arising from the past, present, or future disposal,
15 release or threat of release of a Waste Material outside of the RABSP Site;

16 d. liability arising from past, present or future releases or
17 threatened releases at the RABSP Site, where the Waste Material at issue is not a
18 Basin Contaminant;

19 e. liability of Local Government Entities or County Related
20 Parties arising from a new release, threat of release, or disposal of a Waste
21 Material either within or outside of the RABSP Site, where such release, threat of
22 release, or disposal occurs after signature of this Consent Decree by such Local
23 Government Entities or County Related Parties;

24 f. liability related to bodily injury; and

25 g. claims for contribution whether based on federal or state
26 statutes or common law arising out of: (a) claims in *City of Riverside v. Black &*
27 *Decker (U.S.), Inc., et al.*, Case No. BC410878; (b) claims asserted by any person
28

CONSENT DECREE

1 or entity that is not or was not a party to the Consolidated Federal Action as of
2 August 24, 2012; or, (c) claims for natural resource damages.

3 For purposes of this subparagraphs a., b., and e. above, migration of existing Waste
4 Material is not a new release or disposal of Waste Material into soil, groundwater
5 or atmosphere.

6 25. Each of the Settling Defendants reserves, and this Consent Decree is
7 without prejudice to, all rights against the Federal Defendants with respect to
8 claims for contribution whether based on federal or state statutes or common law
9 arising out of: (a) claims in *City of Riverside v. Black & Decker (U.S.), Inc., et al.*,
10 Case No. BC410878; (b) claims asserted by any person or entity that is not or was
11 not a party to the Consolidated Federal Action as of August 24, 2012; or, (3)
12 claims for natural resource damages.

13 26. Settling Defendants agree not to assert any claims and to waive all
14 claims or causes of action (including but not limited to claims or causes of action
15 under Sections 107(a) and 113 of CERCLA) or any other federal or state law that
16 they may have for response costs relating to the RABSP Site against each other or
17 any other person who is or was a party in the Consolidated Federal Action. This
18 waiver shall not apply with respect to any defense, claim, or cause of action that a
19 Settling Defendant may have against any person if such person asserts a claim or
20 cause of action relating to the RABSP Site against such Settling Defendant, after
21 lodging of this Consent Decree.

22 27. PSI and Astro shall terminate their appeals before the Ninth Circuit in
23 *Astro Pyrotechnics, Inc. et al., v. Zambelli Fireworks Manufacturing Co., et al.*,
24 No. 11-56104, *Emhart Industries, Inc. v. County of San Bernardino, et al.*, No. 12-
25 55083, and *Astro Pyrotechnics, Inc. et al., v. County of San Bernardino, et al.*, No.
26 12-55411, including each case subject to the Amended Order Consolidating
27 Appeals filed on April 16, 2012 (Dkt 12) within thirty (30) days after the Effective
28

1 Date, and thereafter shall not participate or assist in those appeals. In the event that
2 this Consent Decree is voided by one or more of the Parties pursuant to Paragraph
3 43, the Parties agree that they will be bound by the final decision in the
4 aforementioned appeals.

5 **XI. EFFECT OF SETTLEMENT/CONTRIBUTION**

6 28. Except as provided in Paragraph 26, nothing in this Consent Decree
7 shall be construed to create any rights in, or grant any cause of action to, any
8 person not a Party to this Consent Decree. Except as provided in Section X
9 (Covenants by Settling Defendants), each of the Parties expressly reserves any and
10 all rights (including, but not limited to, under Section 113 of CERCLA, 42 U.S.C.
11 § 9613), defenses, claims, demands, and causes of action which it may have with
12 respect to any matter, transaction, or occurrence relating in any way to the RABSP
13 Site against any person not a Party hereto. Nothing in this Consent Decree
14 diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of
15 CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain
16 additional response costs or response action and to enter into settlements that give
17 rise to contribution protection pursuant to Section 113(f)(2).
18

19 29. The Parties agree, and by entering this Consent Decree this Court
20 finds, that this settlement constitutes a judicially-approved settlement for purposes
21 of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that the Settling
22 Defendants are entitled, as of the Effective Date, to protection from contribution
23 actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be
24 otherwise provided by law, for "matters addressed" in this Consent Decree. The
25 "matters addressed" in this Consent Decree are all response actions taken or to be
26 taken and all response costs incurred or to be incurred at or in connection with the
27 B.F. Goodrich Site or the West Side Site by the United States or any other person,
28

1 except for the State, including the 2010 ROD Response Costs; provided however,
2 that if the United States, Local Government Entities, or County Related Parties
3 exercise rights under the reservations in Section IX (Reservations of Rights by
4 Plaintiffs), other than in Paragraphs 17 a. or 19 a. (liability for failure to meet a
5 requirement of Consent Decree) or 17 b. or 19 b. (criminal liability), or Paragraph
6 18 with respect to the United States, the "matters addressed" in this Consent
7 Decree will no longer include those future response costs or response actions that
8 are within the scope of the exercised reservation.

9 30. The Parties further agree, and by entering this Consent Decree this
10 Court further finds, that the payments and obligations provided for in this Consent
11 Decree represent a good faith compromise of disputed claims and that the
12 compromise represents a fair, reasonable, and equitable resolution. With regard to
13 any claims for costs, damages, or other claims against the Parties, the Parties agree
14 and this Court finds that the Settling Defendants are entitled to contribution
15 protection pursuant to the California Code of Civil Procedure §§ 877 and 877.6,
16 and any other applicable provision of federal or state law, whether by statute or
17 common law.
18

19 31. The Parties intend the broadest possible protection from contribution
20 actions provided by law for "matters addressed" in this Consent Decree.

21 32. Each Settling Defendant shall, with respect to any suit or claim
22 brought by it for matters related to this Consent Decree after the date the Consent
23 Decree is lodged with the Court, notify EPA and DOJ in writing no later than sixty
24 (60) days prior to the initiation of such suit or claim. Each Settling Defendant also
25 shall, with respect to any suit or claim brought against it for matters related to this
26 Consent Decree, notify EPA and DOJ in writing within ten (10) days after service
27 of the complaint or claim upon it. In addition, each Settling Defendant shall notify
28 EPA and DOJ within ten (10) days after service or receipt of any motion for

1 summary judgment, and within ten (10) days after receipt of any order from a court
2 setting a case for trial, for matters related to this Consent Decree.

3 33. In any subsequent administrative or judicial proceeding initiated by
4 the United States for injunctive relief, recovery of response costs, or other relief
5 relating to the B.F. Goodrich Site, Settling Defendants shall not assert, and may not
6 maintain, any defense or claim based upon the principles of waiver, res judicata,
7 collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon
8 any contention that the claims raised by the United States in the subsequent
9 proceeding were or should have been brought in the instant case; provided,
10 however, that nothing in this Paragraph affects the enforceability of the Covenants
11 by Plaintiffs set forth in Section VIII (Covenants by Plaintiffs).
12

13 XII. ACCESS

14 34. For any part of the B.F. Goodrich Site that is owned or controlled by
15 any of Settling Defendants: such Settling Defendant(s) shall, commencing on the
16 date of lodging of the Consent Decree, provide the United States and their
17 representatives, contractors, and subcontractors, with access at reasonable times to
18 the B.F. Goodrich Site, or such other real property, to conduct any activity
19 regarding the B.F. Goodrich Site or Consent Decree including, but not limited to,
20 the following activities:

- 21 a. verifying any data or information submitted to the United
22 States;
- 23 b. conducting investigations regarding contamination at or near
24 the B.F. Goodrich Site;
- 25 c. obtaining samples;
- 26 d. assessing the need for, planning, or implementing additional
27 response actions at or near the B.F. Goodrich Site;
28

CONSENT DECREE

- 1 e. assessing implementation of quality assurance and quality
2 control practices;
- 3 f. implementing the B.F. Goodrich Site work; and
- 4 g. inspecting and copying records, operating logs, contracts, or
5 other documents maintained or generated by Settling Defendants or their agents.

6 XIII. CERTIFICATION

7 35. By signing this Consent Decree the Settling Defendants hereby
8 severally certify that they have as of February 29, 2012, produced in the
9 Consolidated Federal Action all non-identical and non-privileged copies of
10 records, reports, or information in their possession or control (if any) that relate in
11 any manner to response actions taken at the B.F. Goodrich Site or the liability of
12 any person under CERCLA with respect to the B.F. Goodrich Site. Except for
13 those documents that have been produced in the Consolidated Federal Action as
14 described in the preceding sentence, until ten (10) years after the entry of this
15 Consent Decree, each Settling Defendant shall preserve and retain all non-identical
16 copies of records, reports, or information (hereinafter referred to as "Records")
17 now in its possession or control, or that come into its possession or control, that
18 relate in any manner to response actions taken at the B.F. Goodrich Site, RABSP
19 Site, or the liability of any person under CERCLA with respect to the B.F.
20 Goodrich Site, or RABSP Site regardless of any corporate retention policy to the
21 contrary.
22

23 36. After the conclusion of the document retention period in the preceding
24 Paragraph, each Settling Defendant shall notify EPA and DOJ and the Local
25 Government Entities at least ninety (90) days prior to the destruction of any such
26 Records, and, upon request by EPA or DOJ, each Settling Defendant shall deliver
27 any such Records to EPA. Each Settling Defendant may assert that certain
28

1 Records are privileged under the attorney-client privilege or any other privilege
2 recognized by federal law. If a Settling Defendant asserts such a privilege in lieu
3 of providing Records, it shall provide Plaintiffs with the following: (a) the title of
4 the Record; (b) the date of the Record; (c) the name, title, affiliation (e.g., company
5 or firm), and address of the author of the Record; (d) the name and title of each
6 addressee and recipient; (e) a description of the subject of the Record; and (f) the
7 privilege asserted. If a claim of privilege applies only to a portion of a Record, the
8 Record shall be provided to the United States in redacted form to mask the
9 privileged portion only. Such Settling Defendant shall retain all Records that it
10 claims to be privileged until the United States has had a reasonable opportunity to
11 dispute the privilege claim and any such dispute has been resolved in such Settling
12 Defendant's favor. However, no Records created or generated pursuant to the
13 requirements of this or any other settlement with EPA pertaining to the RABSP
14 Site shall be withheld from the United States on the grounds that they are
15 privileged or confidential.
16

17 37. Pyro Spectaculars, Inc. certifies that, to the best of its knowledge and
18 belief, after thorough inquiry, it has:

19 a. not altered, mutilated, discarded, destroyed or otherwise
20 disposed of any Records (other than identical copies) relating to its potential
21 liability regarding the B.F. Goodrich Site since the earlier of notification of
22 potential liability by the United States or the State or the filing of suit against it
23 regarding the B.F. Goodrich Site, and that it has fully complied with any and all
24 EPA requests for information regarding the B.F. Goodrich Site and such Settling
25 Defendant's financial circumstances, including but not limited to insurance and
26 indemnity information, pursuant to Sections 104(e) and 122(e) of CERCLA, 42
27 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927;

28 b. submitted to EPA financial information that fairly, accurately,

1 and materially sets forth its financial circumstances, and that those circumstances
2 have not materially changed between the time the financial information was
3 submitted to EPA and the time such Settling Defendant executes this Consent
4 Decree; and

5 c. fully disclosed any information regarding the existence of any
6 insurance policies or indemnity agreements that may cover claims relating to
7 cleanup of the B. F. Goodrich Site and/or other locations in the RABSP Site, and
8 submitted to EPA and the Local Governmental Entities upon request such
9 insurance policies, indemnity agreements, and information.

10 38. Astro certifies that, to the best of its knowledge and belief, after
11 thorough inquiry, it has fully disclosed any information regarding the existence of
12 any insurance policies that may cover claims relating to cleanup of the B.F.
13 Goodrich Site and/or other locations in the RABSP Site, and submitted to EPA
14 and/or the Local Governmental Entities upon request such insurance policies and
15 information.
16

17 **XIV. NOTICES AND SUBMISSIONS**

18 39. Whenever, under the terms of this Consent Decree, notice is required
19 to be given or a document is required to be sent by one party to another, it shall be
20 directed to the individuals at the addresses specified below, unless those
21 individuals or their successors give notice of a change to the other Parties in
22 writing. Written notice as specified in this Section shall constitute complete
23 satisfaction of any written notice requirement of the Consent Decree with respect
24 to EPA, DOJ, each of the Local Government Entities and County Related Parties,
25 and each Settling Defendant, respectively.
26
27
28

1 As to DOJ:

2 Chief, Environmental Enforcement Section
3 Environment and Natural Resources Division
4 U.S. Department of Justice
5 P.O. Box 7611
6 Washington, D.C. 20044-7611
7 Re: DJ # 90-11-2-09952

8 As to EPA:

9 Remedial Project Manager, B.F. Goodrich Site
10 Attn: Wayne Praskins
11 U.S. Environmental Protection Agency, Region IX
12 75 Hawthorne St.
13 San Francisco, California 94105

14 As to the County of San Bernardino:

15 County of San Bernardino County Counsel
16 385 North Arrowhead Avenue, 4th Floor
17 San Bernardino, California 92415-0140

18 -and-

19 Gallagher & Gallagher, P.C.
20 1925 Century Park East, Suite 950
21 Los Angeles, California 90067

22 As to Colton:

23 City Manager
24 Attn: Rod Foster
25 City of Colton
26 650 North La Cadena Dr.
27 Colton, California 92324

28 -and-

City Attorney
Attn: Dean Derleth
Best Best & Krieger LLP
3500 Porsche Way, Suite 200
Ontario, California 91764

1 As to Rialto:

2 City Attorney for City of Rialto
3 Attn: Jimmy Gutierrez
4 12616 Central Avenue
Chino, California 91710

5 As to PSI and Astro:

6 Gary Brown
7 General Counsel
8 Pyro Spectaculars, Inc.
9 P.O. Box 2329
Rialto, California 92377

10 -and-

11 Brian L. Zagon, Esq.
12 Hunsucker Goodstein
3717 Mt. Diablo Boulevard, Suite 200
Lafayette, California 94549

13
14 As to Thomas O. Peters, The 1996 Thomas O. Peters and Kathleen S. Peters
15 Revocable Trust, and Stonehurst Site LLC:

16 John E. Van Vlear, Esq.
17 Voss, Cook & Thel LLP
895 Dove Street, Suite 450
Newport Beach, California 92660

18
19 As to Trojan Fireworks Company:

20 Steven J. Renshaw, Esq. LL.M
21 Renshaw & Associates, A Professional Law Corporation
5700 Ralston St.
Ventura, California 93003

22
23 As to Robertson's Ready Mix, Inc.:

24 Rob Binam
25 Robertson's Ready Mix
200 South Main Street
Corona, California 92882

1 As to the Schulz Parties:

2 John Callagy
3 c/o Asage Financial LLC
4 1910 Olympic Blvd., Suite 330
Walnut Creek, California 90017

5 -and-

6 Elizabeth Rodriguez; Linda Frederiksen; Edward Stout; Mary Callagy; Stephen
7 Calagy; Jeanine Elizie; and, Michelle Ferris
8 c/o William W. Funderburk, Jr.
9 Castellón & Funderburk LLP
811 Wilshire Boulevard, Suite 1025
Los Angeles, California 90017

10 As to the Zambelli Parties:

11 David Acker, Esq.
12 For Zambelli Fireworks Manufacturing Company, Inc.
25 North Mill Street
13 First Merit Plaza, Suite 500
New Castle, Pennsylvania 16101

14 -and-

15 Jad Davis, Esq
16 Kutak Rock LLP
5 Park Plaza, Suite 1500
17 Irvine, California 92614

18 **XV. RETENTION OF JURISDICTION**

19
20 40. This Court shall retain jurisdiction over this matter for the purpose of
21 interpreting and enforcing the terms of this Consent Decree.

22 **XVI. INTEGRATION/APPENDICES**

23 41. This Consent Decree and its appendices constitute the final, complete
24 and exclusive agreement and understanding between the Parties with respect to the
25 settlement embodied in this Consent Decree. The Parties acknowledge that there
26 are no representations, agreements, or understandings relating to the settlement
27 other than those expressly contained in this Consent Decree. The following
28 appendices are attached to and incorporated into this Consent Decree:

CONSENT DECREE

1 “Appendix A” is the map of the RABSP, including the 160-Acre Area, the
2 Stonehurst Property, and the County Property;

3 “Appendix B” is a list of the insurance documents submitted to EPA by
4 Astro;

5 “Appendix C” is a list of the financial documents submitted to EPA by Pyro
6 Spectaculars, Inc.; and

7 “Appendix D” is a list of the insurance documents submitted to EPA by Pyro
8 Spectaculars, Inc.

9
10 **XVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

11 42. This Consent Decree shall be lodged with the Court for a period of not
12 less than thirty (30) days for public notice and comment. The United States
13 reserves the right to withdraw or withhold its consent if the comments regarding
14 the Consent Decree disclose facts or considerations that indicate that this Consent
15 Decree is inappropriate, improper, or inadequate. Settling Defendants consent to
16 the entry of this Consent Decree without further notice.

17 43. If for any reason this Court’s entry of the Consent Decree is reversed
18 on appeal, in whole or material part, this Consent Decree is voidable at the sole
19 discretion of any Party and the terms of the Consent Decree may not be used as
20 evidence in any litigation between the Parties.

21 **XVIII. TERMINATION**

22 44. This Consent Decree shall be terminated when the United States and
23 the Local Government Entities determine that Settling Defendants have
24 satisfactorily completed performance of their obligations required by this Consent
25 Decree. Upon such termination, the parties shall file with the Court an appropriate
26 stipulation reciting that the requirements of the Consent Decree have been met.
27 Termination of this Consent Decree shall not affect any remaining obligations
28

1 under this Consent Decree including, but not limited to, those obligations described
2 in Section VIII (Covenants by Plaintiffs), Section IX (Reservation of Rights by
3 Plaintiffs), Section X (Covenants by Settling Defendants), Section XI (Effect of
4 Settlement/Contribution), Section XII (Access), and Section XIII (Certification).

5
6 **XIX. FINAL JUDGMENT**

7 45. The United States, the Local Government Entities, the County Related
8 Parties, and Settling Defendants agree, and this Court by entering this Consent
9 Decree finds, that this Consent Decree has been negotiated by the Parties in good
10 faith, that settlement of this matter will avoid prolonged and complicated litigation
11 between the Parties, and that this Consent Decree is fair, reasonable, and in the
12 public interest.

13 46. The Court finds that there is no just reason for delay of entry of this
14 Consent Decree, and therefore enters this judgment as a final judgment under Fed.
15 R. Civ. P. 54 and 58.

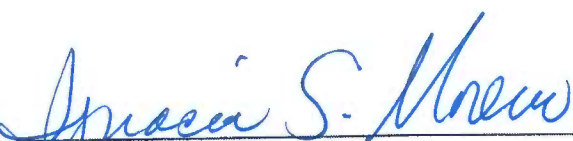
16 SO ORDERED THIS ____ DAY OF _____, 2012.
17
18

19 HONORABLE PHILIP S. GUTIERREZ
20 United States District Judge
21
22
23
24
25
26
27
28


CONSENT DECREE

1 FOR THE UNITED STATES OF AMERICA:

2
3
4
5
6 Dated: 10/8/12

By: 
7 IGNACIA S. MORENO
8 Assistant Attorney General
9 Environment and Natural Resources
10 Division
11 United States Department of Justice
12

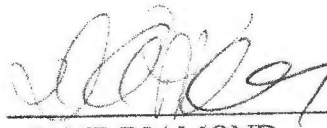
13
14 Dated: 10/10/12

By: 
15 BRADLEY R. O'BRIEN
16 Senior Attorney
17 United States Department of Justice
18
19
20
21
22
23
24
25
26
27

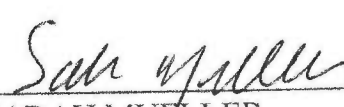
28 CONSENT DECREE

1 FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:
2
3
4

5
6 Dated: 10/3/12

7 By: 
8 JANE DIAMOND
9 Director, Superfund Division, Region IX
10 U.S. Environmental Protection Agency
11 75 Hawthorne St.
12 San Francisco, CA 94105
13


14 Dated: 10/3/12

15 By: 
16 SARAH MUELLER
17 Assistant Regional Counsel
18 U.S. Environmental Protection Agency
19 Region IX
20 75 Hawthorne St.
21 San Francisco, CA 94105
22
23
24
25
26
27

28 CONSENT DECREE

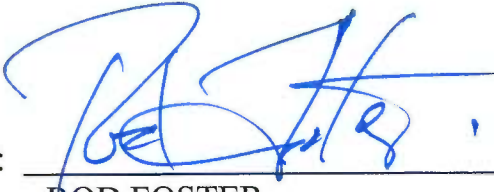
1 FOR THE COUNTY OF SAN BERNARDINO:
2
3
4
5

6 Dated: October 10, 2012
7

By: 
8 TIMOTHY V.P. GALLAGHER
9 THOMAS A. BLOOMFIELD
10 Gallagher & Gallagher
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CONSENT DECREE

1
2 FOR THE CITY OF COLTON:

3
4
5 Dated: 10.4.2012 By: 
6 ROD FOSTER
7 CITY MANAGER
8

9
10 Dated: 10.8.12 By: Gene Tanaka
11 GENE TANAKA
12 DANIELLE G. SAKAI
13 Best Best & Krieger LLP
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CONSENT DECREE

1 FOR THE CITY OF RIALTO:
2
3
4

5
6 Dated:

OCT 3, 2012


7 By:


8 MAYOR PRO TEM
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CONSENT DECREE

1 FOR PYRO SPECTACULARS, INC.:
2
3
4
5


6
7 Dated: 10/10/12
8

By: 
BRIAN L. ZAGON
Hunsucker Goodstein
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

28 CONSENT DECREE

1 FOR ASTRO PYROTECHNICS, INC:
2
3
4
5
6

7 Dated: 10/10/12
8
9

By: 
BRIAN L. ZAGON
Hunsucker Goodstein

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
CONSENT DECREE

1 FOR THOMAS O. PETERS:
2
3
4
5

6
7 Dated: Oct. 10, 2012

By:


JOHN E. VAN VLEAR
Voss, Cook & Thel LLP

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
CONSENT DECREE

1 FOR THE 1996 THOMAS O. PETERS AND KATHLEEN S. PETERS
2 REVOCABLE TRUST:
3
4
5
6

7 Dated: Oct. 10, 2012

8 By: 


9 JOHN E. VAN VLEAR
10 Voss, Cook & Thel LLP
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CONSENT DECREE

1 FOR STONEHURST SITE LLC:
2
3
4
5

6
7 Dated: Oct. 10, 2012

By:


8 JOHN E. VAN VLEAR
9 Voss, Cook & Thel LLP
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CONSENT DECREE

1 FOR TROJAN FIREWORKS COMPANY:
2
3
4
5

6
7 Dated: 10/10/12


By: 

STEVEN J. RENSHAW
Renshaw & Associates

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
CONSENT DECREE

1 FOR ROBERTSON'S READY MIX, INC.:

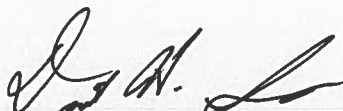
2
3
4
5
6
7 Dated: October 10, 2012

8 By: 
9 For THOMAS N. JACOBSON
10 Law Offices of Thomas N. Jacobson
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CONSENT DECREE

1 FOR THE SCHULZ PARTIES:
2
3
4
5

6
7 Dated: October 10, 2012

8 By: 
9 WILLIAM W. FUNDERBURK, JR.
10 Castellón & Funderburk LLP
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CONSENT DECREE

1 FOR THE ZAMBELLI PARTIES:
2
3
4
5
6

7 Dated: 10/10/2012

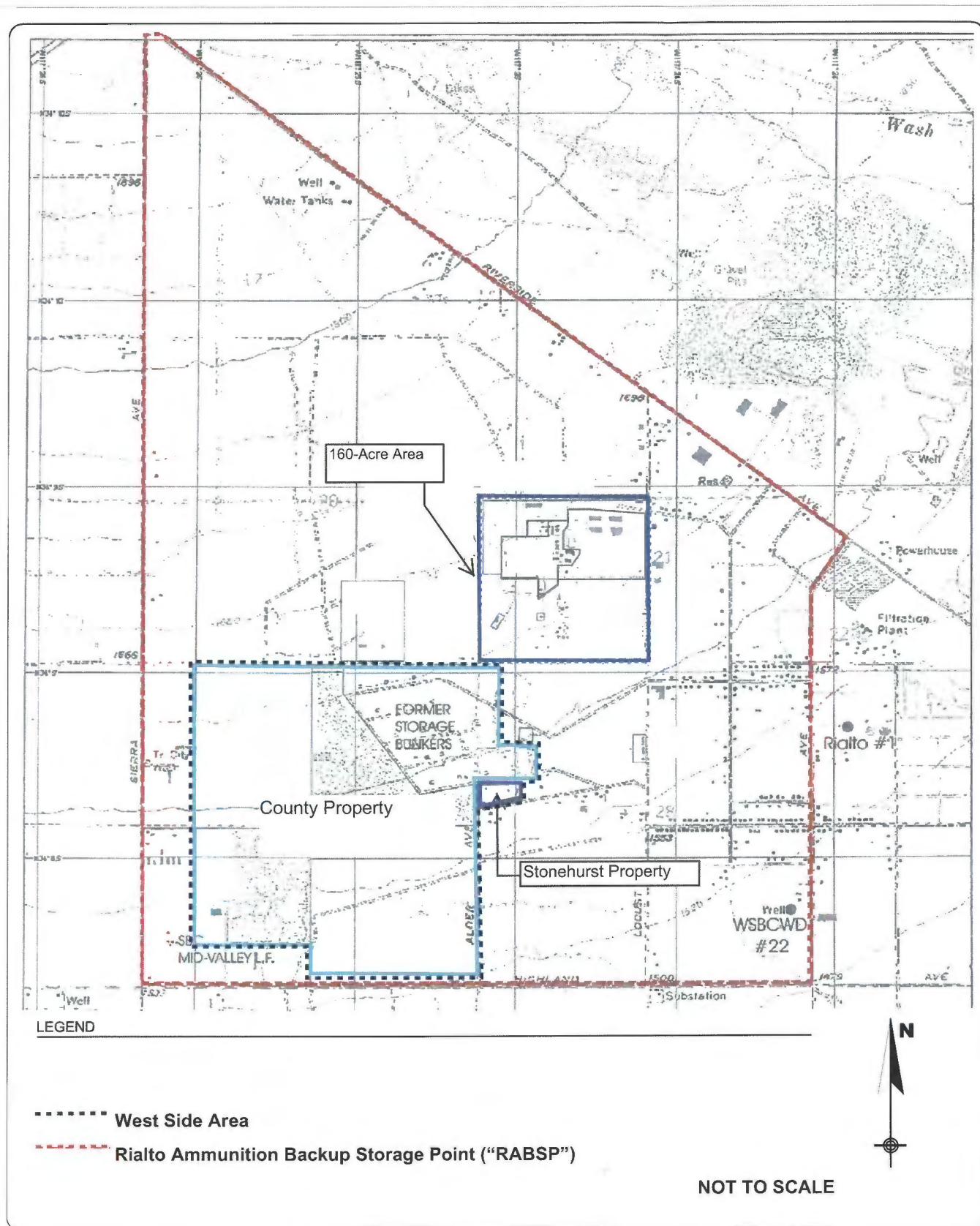
8 By: Jad T. Davis
9 JAD T. DAVIS
Kutak Rock LLP
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CONSENT DECREE

Appendix A

CONSENT DECREE

APPENDIX A #147769



Appendix B

CONSENT DECREE

APPENDIX B

1. Royale Belge, CGL RBG003538, 3/1/1979-12/1/1979
2. Royale Belge, CGL RBG003599, 12/1/1979-12/1/1980
3. Royale Belge, CGL RBG003673, 12/1/1980-12/1/1981
4. Royale Belge, CGL RBG003740, 12/1/1981-12/1/1982
5. Royale Belge, CGL RBG003814, 12/1/1982-12/1/1984
6. Royale Belge, CGL RBG004081, 12/1/1984-12/1/1985
7. Pacific Employers, XCC 002106, 12/1/1980-12/1/1981
8. Pacific Employers, XCC 002111, 12/1/1981-12/1/1982
9. Pacific Employers, XCC 002112, 12/1/1982-12/1/1983
10. Pacific Employers, XCC 002116, 12/1/1983-12/1/1985

Appendix C

CONSENT DECREE

APPENDIX C

Letters from Brian L. Zagon to Michele Benson, dated June 8, 2008, November 7, 2011
Letters from Brian L. Zagon to Kate Taylor, dated June 11, 2008, August 20, 2008,
December 23, 2008, May 4, 2009, April 15, 2010, June 1, 2010
IRS Form 1120, U.S. Corporation Income Tax Returns for 2002 (for fiscal year ending
October 31, 2003) through 2009 (for fiscal year ending October 31, 2010)
Pyro Spectaculars, Inc. Financial Statements for years ending November 1, 2002 through
October 31, 2007
Pyro Spectaculars, Inc. Financial Statements for month ending January 31, 2008 through
October 31, 2009
Pyro Spectaculars, Inc. Financial Statements for month ending January 31, 2009
Pyro Spectaculars, Inc. Financial Statements for fiscal years ending October 31, 2009 and
October 31, 2010
Pyro Spectaculars Industries Inc. Financial Statements for year ending October 31, 2008
Email from Brian L. Zagon to Michele Benson and Deborah Gitin, dated November 16, 2011,
with attached Pyro Spectaculars, Inc. 7 Year Summary of Historic Reinvestment of Cash
Flow in Depreciable Property
EPA Financial Statement for Businesses completed by Pyro Spectaculars, Inc. and signed
6/8/2008
Security Bank of California business checking account, statements dated 01/31/07 through
12/31/07
Bank of America checking account, monthly statements ending 01/31/07 through 12/31/07
Pyro Spectaculars, Inc. 7 Year Summary of Historic Reinvestment of Cash
Pyro Spectaculars, Inc. 2009 and 2010 Confidential Business Forecast
Business Loan Documents: Business Loan Agreement, Commercial
Guaranty, Commercial Security Agreement, Promissory Note
Copies of certain Security Bank of California checks with descriptions
Security Bank of California Change in Terms Agreement (for revolving credit line)
Security Bank of California Corporate Resolution to Borrow/Grant Collateral
Security Bank of California Disbursement Request and Authorization
Rental agreements: 3196 N. Locust, Rialto, California; March Air Force Base; McClellan
Air Force Base; San Diego; Madera

Appendix D

CONSENT DECREE

APPENDIX D

1. Royal Belge Ins. Co., CGL RBG 00 35 85, 10/15/79 - 04/01/80
2. Northbrook Excess and Surplus Ins., CGL 22-3087, 04/01/80 - 09/30/81
3. Illinois Employers of Wausau, CGL GA 14 631, 8/22/81 - 9/30/82
4. Transcontinental, CGL CCP 00 839 18 31, 09/30/82 - 09/30/83
5. Industrial Underwriters, CGL JP 867 9073, 10/01/83 - 10/01/84
6. Balboa Ins. Co., CGL 84B2582, 10/01/84 - 11/01/85
7. California Union Ins. Co., Umbrella ZCU 00 09 47, 10/15/79 - 10/15/80
8. California Union Ins. Co., Umbrella ZCU 00 14 05, 10/15/80-09/30/81
9. Transport Indemnity, Umbrella TUL675353, 09/30/81 - 10/01/83
10. Transport Indemnity, Umbrella TUL675446, 09/30/83 - 09/30/84
11. Transcontinental, Upper Level Excess RDX 282 04 65, 09/30/82 - 09/30/83
12. Integrity Ins. Co., Excess XL208938, 10/12/84 - 10/12/85