

SUPPLEMENTAL APPENDIX

APPENDIX F: Complaint for Contribution Under CERCLA, (C.D. Cal. April 30, 2018) (D.C. Dkt. 749)	Supp. App. 1
APPENDIX G: Omega Chemical Site Settlement Agreement (C.D. Cal. April 30, 2018) (D.C. Dkt. 746)	Supp. App. 44

S. App. 1

APPENDIX F

Larry G. Gutterridge (SBN 105734)
HANNA AND MORTON LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071-2916
Telephone: (213) 628-7131
Facsimile: (213) 623-3379

Keith F. Millhouse (SBN 126082)
MILLHOUSE LAW GROUP
2815 Townsgate Road, Suite 330
Westlake Village California 91361
Telephone: (805) 230-2280
Facsimile: (805) 230-2281

Attorneys for Plaintiffs
OMEGA CHEMICAL PRP GROUP LLC
OMEGA CHEMICAL PRP GROUP

UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

OMEGA CHEMICAL PRP
GROUP LLC, a Delaware
limited liability company,
and OMEGA CHEMICAL
PRP GROUP, an
unincorporated association

Plaintiffs,

v.

AARON THOMAS COMPANY,
INC., a California corporation;
ACTION PRINTED CIRCUITS,
a California corporation;

CASE NO.
CV04-1340 HK (RCx)
COMPLAINT FOR:
**1. CONTRIBUTION
UNDER CERCLA
AGAINST NON-
FEDERAL DE-
FENDANTS;**
**2. CONTRIBUTION
UNDER CERCLA
AGAINST THE**

AEROSCIENTIFIC
CORPORATION, a California
corporation; AIR
CONDITIONING CO. INC.,
a California corporation;
AIRCRAFT CYLINDER &
TURBINE, INC., a California
corporation, ALPS ELECTRIC
(NORTH AMERICA), INC.,
a California corporation;
ARRAL INDUSTRIES, INC.,
a California corporation;
ASHLAND, INC., an Ohio
corporation; AUTO COACH
INC., a California corporation;
BALDWIN PARK UNIFIED
SCHOOL DISTRICT, a
California local school district;
BEVELITE ADLER, a
California corporation; BOB
NOBLES CHEVROLET,
INC., a California corporation;
BOWEN PRINTING, INC.,
a California corporation;
BUD'S OIL SERVICE, an
Arizona corporation; C & W
PALLET, a California
corporation; CABOT
CORPORATION, a Delaware
corporation; CARVIN CORP.
a California corporation;
CAST METAL FINISHING,
a California corporation;
CBS BROADCASTING, INC.,
a New York corporation;
CENTRE PROPERTIES LTD.,

**FEDERAL
DEFENDANTS**

(Filed Feb. 27, 2004)

an Illinois corporation;
CHATSWORTH PLATING
CO., California corporation;
CHEM TECH SYSTEMS,
a California corporation;
CHESAPEAKE INDUSTRIES,
INC., a Maryland corporation;
CHIERA, INC., a California
corporation; CHILDREN'S
HOSPITAL OF LOS
ANGELES, a non-profit
California corporation; CITY
OF IRVINE, a California
municipal corporation; CITY
OF LOS ANGELES, a
California municipal
corporation; CITY STEEL
TREATING, a California
corporation; CLOPAY
CORPORATION, a Maryland
corporation; COLUMBIA
SHOWCASE & CABINET
CO., a California corporation;
COMPETITIVE TRAILERS
INC., a California corporation;
COUNTY OF ORANGE, a
California general law
county; COUNTY OF SAN
LUIS OBISPO, a California
general law county; CROWN
COACH, INC., a Delaware
corporation; CURTIS
TECHNOLOGY INC.,
a California corporation;
DALE CARTER'S
SACRAMENTO PLATING,

S. App. 4

INC., a California corporation;
DARNER MOTOR SALES,
INC., an Arizona corporation;
DENSO SALES CALIFORNIA,
INC., a California corporation;
DOMESTIC LINEN, a
California corporation,
DURA PHARMACEUTICALS,
INC., a Delaware corporation;
EAGLE MARINE SERVICES,
LTD., a Delaware corporation;
EARL SCHEIB PAINT &
SUPPLY CO., a California
corporation; ED-LIN AUTO
BODY, INC., a California
corporation; F.M. THOMAS
AIR CONDITIONING, a
California corporation;
FONG & FONG PRINTERS
AND LITHOGRAPHERS,
INC., a California corporation;
FRESNO UNIFIED
SCHOOL DISTRICT, a
California local school district;
GALLAGHER & FERGUSON
ENG, a California corporation;
GEO INTERNATIONAL
CORPORATION, a Delaware
corporation; GOOD MARL
INC., a Nevada corporation;
GRAYCON, INC., a California
corporation; GROUP ONE
LABEL, INC., a California
corporation; HARMON
INDUSTRIES, INC., a
Missouri corporation;

HERMETIC SEAL
CORPORATION, a Delaware
corporation; HIGH VOLTAGE
TRANSFORMER SERVICES
CO., INC., a California
corporation; LABELING
INCORPORATED, a California
corporation; HOLLY
DECORATIONS, INC., a
California corporation;
I & I DEBURRING, INC.,
a California corporation;
I COAT COMPANY, a Cali-
fornia corporation; I CORP.,
dba DIGMOR CALIFORNIA,
an Ohio corporation; IMO
INDUSTRIES, INC., a
Delaware corporation;
INDALEX INC. dba
COLUMBIA PACIFIC
ALUMINUM, an Oregon
corporation; INTERNATIONAL
LABEL & TAPE CO., a
California corporation;
IT CORPORATION, a
California corporation;
J AND S LABORATORIES
INCORPORATED, a California
corporation; JACKSON
CORPORATION, a California
corporation; JET PROPULSION
LABORATORY, a Division of
the California Institute of
Technology, a California
non-profit corporation; KEY
MECHANICAL SERVICE

COMPANY, a California corporation; LAGUNA LABORATORIES, INC., a California corporation; LARSCO, INC., a California corporation; LOS ANGELES UNIFIED SCHOOL DISTRICT, a California local school district; LUBRICATION COMPANY OF AMERICA, a California corporation; MAGNETIC DATA, INC., a California corporation; MALLINCKRODT, INC., a Delaware corporation; MAXON INDUSTRIES, INC., a California corporation; AYONI ENTERPRISES, a California corporation; McGRAW EDISON COMPANY, a Delaware corporation; MICROPOLIS, a Delaware corporation; MID-CAL PAINTING & DRYWALL INC., a California corporation; MIGHTY MOVER TRAILERS, INC., a California corporation; MINSON CORPORATION, a California corporation; MNEMONICS INC., a California corporation; MORGAN GALLACHER, INC., a California corporation; NORTHSTAR ELECTRONICS INC., a Texas corporation;

OMNI METAL FINISHING,
INC., a California corporation;
PAINTING & STRIPPING
CORPORATION OF
AMERICA, a California
corporation; PAN PACIFIC
FISHERIES, INC.,
a California corporation;
PARA PLATE & PLASTICS
CO. INC., a California
corporation; PASADENA
CITY COLLEGE, a California
community college;
PASMINCO INCORPORATED,
a California corporation;
PEERLESS CINE
PRODUCTS, a California
corporation; PENSKE
CORPORATION, a California
corporation; PETRO LOCK,
INC., a California corporation;
PETROLEUM TESTING
SERVICE INC., a California
corporation; PHILIPS
ELECTRONICS NORTH
AMERICA CORPORATION,
a Delaware corporation;
PHOTO CHEMICAL
PRODUCTS OF CALIFORNIA,
INC., a California corporation;
PRECISION TAG & LABEL
CORPORATION, a California
corporation; PREMIER
REFRACTORIES INC.,
a Delaware corporation;
PUTZMEISTER INC.,

a Delaware corporation;
QUAKER CHEMICAL
CORPORATION,
a Pennsylvania corporation;
R AND R INDUSTRIAL
WASTE HAULERS, INC.,
a California corporation;
RAPHAEL, INC., a California
corporation; RICCOBON &
COMPANY, a California
corporation; RINCHEM CO.
INC., a New Mexico corporation;
RIVERSIDE COUNTY
PUBLISHING CO., a
California corporation;
ROBERTS MFG CO., a
California corporation; S/R
SWEEPS CO., a California
corporation; SERVIDYNE
INCORPORATED, a Georgia
corporation; SHARPE
MANUFACTURING CO.,
a California corporation;
SIMPSON STRONG-TIE
COMPANY INC., a California
corporation; SOLDER
STATION-ONE, INC.,
a California corporation;
SOUTHWEST CHEMICAL
CO., a California corporation;
SQUARE D COMPANY,
a Delaware corporation;
SUMMIT ENVIRONMENTAL
CORP., a Nevada corporation;
THE SIGNS AND SERVICES
COMPANY, a California

corporation; TYCO INTERNATIONAL (US) INC., a Massachusetts corporation; U.S. FOODSERVICE, a Delaware corporation, UNICOR FEDERAL PRISON INDUSTRIES, a United States Government corporation; UNISTRUT CORPORATION, a Delaware corporation; UNITED STATES COAST GUARD, an entity of the United States Government; UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, an entity of the United States Government; UNITED STATES DEPARTMENT OF DEFENSE, AIR FORCE, an entity of the United States Government; UNITED STATES DEPARTMENT OF DEFENSE, ARMY, an entity of the United States Government; UNITED STATES DEFENSE LOGISTICS AGENCY, an entity of the United States Government; UNITED STATES DEPARTMENT OF ENERGY, an entity of the United States Government; UNITED STATES DEPARTMENT OF

VETERANS AFFAIRS, an entity of the United States Government, UTILITY BODY COMPANY, a California corporation; VALLEY MOTOR CENTER, Delaware corporation; VENTURA TOWNEHOUSE, INC., a California corporation; VICTOR GRAPHICS, a Maryland corporation; VITAREL MICROELECTRONICS, INC., a California corporation; WESTERN CIRCUITS INC., a California corporation; WILDER'S PAINTING, a California corporation,

Defendants.

Plaintiffs OMEGA CHEMICAL PRP GROUP LLC and OMEGA CHEMICAL PRP GROUP allege as follows:

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over these claims pursuant to 28 U.S.C. § 1331 (federal question) and 42 U.S.C. § 9613(b) (CERCLA contribution).
2. This action involves the Omega Chemical Corporation Superfund Site in Whittier, California.
3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) in that the claims for relief arose in

this District and the releases or threatened releases of hazardous substances giving rise to these claims occurred in this District. (42 U.S.C. § 9613(b)).

PARTIES

PLAINTIFFS

4. Plaintiff OMEGA CHEMICAL PRP GROUP LLC, a Delaware limited liability company (“Omega Group LLC”), is the owner of claims for contribution which have previously been assigned to it by entities that have been identified as potentially responsible parties in connection with the Omega Chemical Corporation Superfund Site, located in Whittier, California (“Omega Site”) and which have expended monies in response to releases and/or threatened releases of hazardous substances from the Omega Site.

5. Plaintiff OMEGA CHEMICAL PRP GROUP is an unincorporated association (“OPOG”) that has expended monies in response to releases and/or threatened releases of hazardous substances from the Omega Site and has members who could otherwise sue in this action in their own right.

6. Investigations are ongoing regarding the claims and the parties responsible for damages, injuries, and the costs as alleged therein. The allegations of this Complaint are made on information and belief and are based upon the investigation conducted to date. This Complaint will be amended or

S. App. 12

supplemented if additional investigation or analysis so warrants.

NON-FEDERAL DEFENDANTS

7. At all times herein relevant, Defendant AARON THOMAS COMPANY was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

8. At all times herein relevant, Defendant ACTION PRINTED CIRCUITS was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

9. At all times herein relevant, Defendant AERO-SCIENTIFIC CORPORATION was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

10. At all times herein relevant, Defendant AIR CONDITIONING CO. INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

11. At all times herein relevant, Defendant AIR-CRAFT CYLINDER & TURBINE, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

S. App. 13

12. At all times herein relevant, Defendant ALPS ELECTRIC (NORTH AMERICA), INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

13. At all times herein relevant, Defendant ARRAL INDUSTRIES, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

14. At all times herein relevant, Defendant ASH-LAND, INC., was a corporation incorporated under the laws of the State of Ohio, authorized to do business in the State of California, County of Los Angeles.

15. At all times herein relevant, Defendant AUTO COACH INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

16. At all times herein relevant, Defendant BEVELITE ADLER was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

17. At all times herein relevant, Defendant BOB NOBLES CHEVROLET, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

S. App. 14

18. At all times herein relevant, Defendant BOWEN PRINTING was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

19. At all times herein relevant, Defendant BUD'S OIL SERVICE was a corporation incorporated under the laws of the State of Arizona, authorized to do business in the State of California, County of Los Angeles.

20. At all times herein relevant, Defendant C & W PALLET was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

21. At all times herein relevant, Defendant CABOT CORPORATION was a corporation incorporated under the laws of the State of Delaware, authorized to do business in the State of California, County of Los Angeles.

22. At all times herein relevant, Defendant CARVIN CORP. was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

23. At all times herein relevant, Defendant CAST METAL FINISHING was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

S. App. 15

24. At all times herein relevant, Defendant CBS BROADCASTING, INC., was a corporation incorporated under the laws of the State of New York, authorized to do business in the State of California, County of Los Angeles.

25. At all times herein relevant, Defendant CENTRE PROPERTIES LTD. was a corporation incorporated under the laws of the State of Illinois, authorized to do business in the State of California, County of Los Angeles.

26. At all times herein relevant, Defendant CHATSWORTH PLATING CO. was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

27. At all times herein relevant, Defendant CHEM TECH SYSTEMS was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

28. At all times herein relevant, Defendant CHESAPEAKE INDUSTRIES, INC., was a corporation incorporated under the laws of the State of Maryland, authorized to do business in the State of California, County of Los Angeles.

29. At all times herein relevant, Defendant CHIERA, INC., was a corporation incorporated under the laws of the State of California, authorized to do

S. App. 16

business in the State of California, County of Los Angeles.

30. At all times herein relevant, Defendant CHILDREN'S HOSPITAL OF LOS ANGELES was a non-profit corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

31. At all times herein relevant, Defendant CITY STEEL TREATING was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

32. At all times herein relevant, Defendant CLOPAY CORPORATION was a corporation incorporated under the laws of the State of Maryland, authorized to do business in the State of California, County of Los Angeles.

33. At all times herein relevant, Defendant COLUMBIA SHOWCASE & CABINET CO. was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

34. At all times herein relevant, Defendant COMPETITIVE TRAILERS INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

35. At all times herein relevant, Defendant CROWN COACH, INC., was a corporation incorporated under

S. App. 17

the laws of the State of Delaware, authorized to do business in the State of California, County of Los Angeles.

36. At all times herein relevant, Defendant CURTIS TECHNOLOGY, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

37. At all times herein relevant, Defendant DALE CARTER'S SACRAMENTO PLATING, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

38. At all times herein relevant, Defendant DARNER MOTOR SALES, INC., was a corporation incorporated under the laws of the State of Arizona, authorized to do business in the State of California, County of Los Angeles.

39. At all times herein relevant, Defendant DENSO SALES CALIFORNIA, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

40. At all times herein relevant, Defendant DOMESTIC LINEN was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

S. App. 18

41. At all times herein relevant, Defendant DURA PHARMACEUTICALS, INC., was a corporation incorporated under the laws of the State of Delaware, authorized to do business in the State of California, County of Los Angeles.

42. At all times herein relevant, Defendant EA-GLE MARINE SERVICES, LTD., was a corporation incorporated under the laws of the State of Delaware, authorized to do business in the State of California, County of Los Angeles.

43. At all times herein relevant, Defendant EARL SCHEIB PAINT & SUPPLY CO. was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

44. At all times herein relevant, Defendant ED-LIN AUTO BODY, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

45. At all times herein relevant, Defendant F.M. THOMAS AIR CONDITIONING was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

46. At all times herein relevant, Defendant FONG & FONG PRINTERS AND LITHOGRAPHERS, INC., was a corporation incorporated under the laws of

S. App. 19

the State of California, authorized to do business in the State of California, County of Los Angeles:

47. At all times herein relevant, Defendant GALLAGHER & FERGUSON ENG was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

48. At all times herein relevant, Defendant GEO INTERNATIONAL CORPORATION was a corporation incorporated under the laws of the State of Delaware, authorized to do business in the State of California, County of Los Angeles.

49. At all times herein relevant, Defendant GOOD MARC, INC., was a corporation incorporated under the laws of the State of Nevada, authorized to do business in the State of California, County of Los Angeles.

50. At all times herein relevant, Defendant GRAYCON, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

51. At all times herein relevant, Defendant GROUP ONE LABEL, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

52. At all times herein relevant, Defendant HARMON INDUSTRIES, INC., was a corporation

incorporated under the laws of the State of Missouri, authorized to do business in the State of California, County of Los Angeles.

53. At all times herein relevant, Defendant HERMETIC SEAL CORPORATION was a corporation incorporated under the laws of the State of Delaware, authorized to do business in the State of California, County of Los Angeles.

54. At all times herein relevant, Defendant HIGH VOLTAGE TRANSFORMER SERVICES CO., INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

55. At all times herein relevant, Defendant HLM LABELING INCORPORATED was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

56. At all times herein relevant, Defendant HOLLY DECORATIONS, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

57. At all times herein relevant, Defendant I & I DEBURRING, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

S. App. 21

58. At all times herein relevant, Defendant I COAT COMPANY was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

59. At all times herein relevant, Defendant I CORP., dba DIGMOR CALIFORNIA, was a corporation incorporated under the laws of the State of Ohio, authorized to do business in the State of California, County of Los Angeles.

60. At all times herein relevant, Defendant IMO INDUSTRIES, INC., was a corporation incorporated - under the laws of the State of Delaware, authorized to do business in the State of California, County of Los Angeles.

61. At all times herein relevant, Defendant INDALEX INC., dba COLUMBIA PACIFIC ALUMINUM, was a corporation incorporated under the laws of the State of Oregon, authorized to do business in the State of California, County of Los Angeles.

62. At all times herein relevant, Defendant INTERNATIONAL LABEL & TAPE CO. was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

63. At all times herein relevant, Defendant IT CORPORATION was a corporation incorporated under the laws of the State of California, authorized to do

business in the State of California, County of Los Angeles.

64. At all times herein relevant, Defendant J AND S LABORATORIES INCORPORATED was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

65. At all times herein relevant, Defendant JACKSON CORPORATION was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

66. At all times herein relevant, Defendant KEY MECHANICAL SERVICE COMPANY was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

67. At all times herein relevant, Defendant LA-GUNA LABORATORIES, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

68. At all times herein relevant, Defendant LARSCO, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

69. At all times herein relevant, Defendant LUBRICATION COMPANY OF AMERICA was a corporation

incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

70. At all times herein relevant, Defendant MAGNETIC DATA, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

71. At all times herein relevant, Defendant MALLINCKRODT, INC., was a corporation incorporated under the laws of the State of Delaware, authorized to do business in the State of California, County of Los Angeles.

72. At all times herein relevant, Defendant MAXON INDUSTRIES; INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

73. At all times herein relevant, Defendant MAYONI ENTERPRISES was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

74. At all times herein relevant, Defendant McGRAW EDISON COMPANY was a corporation incorporated under the laws of the State of Delaware, authorized to do business in the State of California, County of Los Angeles.

S. App. 24

75. At all times herein relevant, Defendant MICROPOLIS was a corporation incorporated under the laws of the State of Delaware, authorized to do business in the State of California, County of Los Angeles.

76. At all times herein relevant, Defendant MID-CAL PAINTING & DRYWALL, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

77. At all times herein relevant, Defendant MIGHTY MOVER TRAILERS, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

78. At all times herein relevant, Defendant MIN-SON CORPORATION was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

79. At all times herein relevant, Defendant MNEMONICS INC. was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

80. At all times herein relevant, Defendant MORGAN GALLACHER, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

S. App. 25

81. At all times herein relevant, Defendant NORTHSTAR ELECTRONICS, INC., was a corporation incorporated under the laws of the State of Texas; authorized to do business in the State of California, County of Los Angeles.

82. At all times herein relevant, Defendant OMNI METAL FINISHING, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.,

83. At all times herein relevant, Defendant PAINTING & STRIPPING CORPORATION OF AMERICA was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

84. At all times herein relevant, Defendant PAN PACIFIC FISHERIES, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

85. At all times herein relevant, Defendant PARA PLATE & PLASTICS CO. INC. was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

86. At all times herein relevant, Defendant PAS-MINCO INCORPORATED was a corporation incorporated under the laws of the State of California,

authorized to do business in the State of California, County of Los Angeles.

87. At all times herein relevant, Defendant PEERLESS CINE PRODUCTS was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

88. At all times herein relevant, Defendant PENSKE CORPORATION was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

89. At all times herein relevant, Defendant PETRO LOCK, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

90. At all times herein relevant, Defendant PETROLEUM TESTING SERVICE INC: was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

91. At all times herein relevant, Defendant PHILIPS ELECTRONICS NORTH AMERICA CORPORATION was a corporation incorporated under the laws of the State of Delaware, authorized to do business in the State of California, County of Los Angeles.

92. At all times herein relevant, Defendant PHOTO CHEMICAL PRODUCTS OF CALIFORNIA,

INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

93. At all times herein relevant, Defendant PRECISION TAG & LABEL CORPORATION was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

94. At all times herein relevant, Defendant PREMIER REFRACTORIES, INC., was a corporation incorporated under the laws of the State of Delaware, authorized to do business in the State of California, County of Los Angeles.

95. At all times herein relevant, Defendant PUTZMEISTER INC., was a corporation incorporated under the laws of the State of Delaware, authorized to do business in the State of California, County of Los Angeles.

96. At all times herein relevant, Defendant QUAKER CHEMICAL CORPORATION was a corporation incorporated under the laws of the State of Pennsylvania, authorized to do business in the State of California, County of Los Angeles.

97. At all times herein relevant, Defendant R AND R INDUSTRIAL WASTE HAULERS, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

S. App. 28

98. At all times herein relevant, Defendant RAPHAEL, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

99. At all times herein relevant, Defendant RICCOPON & COMPANY was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

100. At all times herein relevant, Defendant RINCHEM CO. INC. was a corporation incorporated under the laws of the State of New Mexico, authorized to do business in the State of California, County of Los Angeles.

101. At all times herein relevant, Defendant RIVERSIDE COUNTY PUBLISHING CO. was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

102. At all times herein relevant, Defendant ROBERTS MFG CO. was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

103. At all times herein relevant, Defendant SIR. SWEEPS CO. was a corporation incorporated under the laws of the State of California, authorized to do

business in the State of California, County of Los Angeles.

104. At all times herein relevant, Defendant SERVIDYNE INCORPORATED was a corporation incorporated under the laws of the State of Georgia, authorized to do business in the State of California, County of Los Angeles.

105. At all times herein relevant, Defendant SHARPE MANUFACTURING CO. was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

106. At all times herein relevant, Defendant SIMPSON STRONG-TIE COMPANY INC. was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

107. At all times herein relevant, Defendant SOLDER STATION-ONE, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

108. At all times herein relevant, Defendant SOUTHWEST CHEMICAL CO. was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

109. At all times herein relevant, Defendant SQUARE D COMPANY was a corporation incorporated

S. App. 30

under the laws of the State of Delaware, authorized to do business in the State of California, County of Los Angeles.

110. At all times herein relevant, Defendant SUMMIT ENVIRONMENTAL CORP. was a corporation incorporated under the laws of the State of Nevada, authorized to do business in the State of California, County of Los Angeles.

111. At all times herein relevant, Defendant THE SIGNS AND SERVICES COMPANY was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

112. At all times herein relevant, Defendant TYCO INTERNATIONAL (US) INC. was a corporation incorporated under the laws of the State of Massachusetts, authorized to do business in the State of California, County of Los Angeles.

113. At all times herein relevant, Defendant U.S. FOODSERVICE INC. was a corporation incorporated under the laws of the State of Delaware, authorized to do business in the State of California, County of Los Angeles.

114. At all times herein relevant, Defendant UNISTRUT CORPORATION was a corporation incorporated under the laws of the State of Delaware, authorized to do business in the State of California, County of Los Angeles.

S. App. 31

115. At all times herein relevant, Defendant UTILITY BODY COMPANY was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

116. At all times herein relevant, Defendant VALLEY MOTOR CENTER, INC., was a corporation incorporated under the laws of the State of Delaware, authorized to do business in the State of California, County of Los Angeles.

117. At all times herein relevant, Defendant VENTURA TOWNEHOUSE, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

118. At all times herein relevant, Defendant VICTOR GRAPHICS was a corporation incorporated under the laws of the State of Maryland, authorized to do business in the State of California, County of Los Angeles.

119. At all times herein relevant, Defendant VITAREL MICROELECTRONICS, INC., was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles.

120. At all times herein relevant, Defendant WESTERN CIRCUITS INC. was a corporation incorporated under the laws of the State of California,

authorized to do business in the State of California, County of Los Angeles.

121. At all times herein relevant, Defendant WILDER'S PAINTING, was a corporation incorporated under the laws of the State of California, authorized to do business in the State of California, County of Los Angeles,

122. At all times herein relevant, Defendant BALDWIN PARK UNIFIED SCHOOL DISTRICT was a department, agency and/or instrumentality of the State of California, doing business in the County of Los Angeles.

123. At all times herein relevant, Defendant FRESNO UNIFIED SCHOOL DISTRICT was a department, agency and/or instrumentality of the State of California, doing business in the County of Los Angeles.

124. At all times herein relevant, Defendant JET PROPULSION LABORATORY, A DIVISION OF THE CALIFORNIA INSTITUTE TECHNOLOGY, was a non-profit department, agency and/or instrumentality of the State of California, doing business in the County of Los Angeles.

125. At all times herein relevant, Defendant LOS ANGELES UNIFIED SCHOOL DISTRICT was a department, agency and/or instrumentality of the State of California, doing business in the County of Los Angeles.

126. At all times herein relevant, Defendant PASADENA CITY COLLEGE I was a department, agency and/or instrumentality of the State of California, doing business in the County of Los Angeles.

127. At all times herein relevant, Defendant CITY OF IRVINE-was a municipality incorporated under the laws of the State of California.

128. At all times herein relevant, Defendant CITY OF LOS ANGELES was a municipality incorporated under the laws of the State of California.

129. At all times herein relevant, Defendant COUNTY OF ORANGE, CALIFORNIA, was a general law county of the State of California.

130. At all times herein relevant, Defendant COUNTY OF SAN LUIS OBISPO, CALIFORNIA, was a general law county of the State of California.

131. Each of the Non-Federal Defendants is a “person” as defined in CERCLA § 101(21), 42 U.S.C. § 9601(21).

FEDERAL DEFENDANTS

132. At all times herein relevant, Defendant UNICOR FEDERAL PRISON INDUSTRIES was a United States Government corporation.

133. At all times herein relevant, Defendant UNITED. STATES COAST GUARD was an entity of the United States Government.

S. App. 34

134. At all times herein relevant, Defendant UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE was an entity of the United States Government.

135. At all times herein relevant, Defendant UNITED STATES DEPARTMENT OF DEFENSE, AIR FORCE was an entity of the United States Government.

136. At all times herein relevant, Defendant UNITED STATES DEPARTMENT OF DEFENSE, ARMY was an entity of the United States Government.

137. At all times herein relevant, Defendant UNITED STATES DEFENSE LOGISTICS AGENCY was an entity of the United States Government.

138. At all times herein relevant, Defendant UNITED STATES DEPARTMENT OF ENERGY was an entity of the United States Government.

139. At all times herein relevant, Defendant UNITED STATES DEPARTMENT OF VETERANS AFFAIRS was an entity of the United States Government.

140. Each of the Federal Defendants is a “person” as defined in CERCLA § 101(21), 42 U.S.C. § 9601(21).

GENERAL ALLEGATIONS

141. The Omega Chemical Corporation operated a spent solvent and refrigerant recycling and treatment

facility from approximately 1976 through 1991, at 12504 East Whittier Boulevard, Whittier, California. During Omega Chemical Corporation's years of operations, drums and bulk loads of waste solvent, chemicals and hazardous materials from various industrial activities and generators were processed at the Omega Site and other activities occurred respecting hazardous substances received at the Omega Site.

142. The EPA issued Unilateral Administrative Order 95-15 ("UAO") on May 9, 1995, and amended the same in September 1995. Among other things, the UAO required the removal of various containers of materials, drums of hazardous waste and decommissioning of certain equipment at the Omega Site. The second portion of the UAO required an investigation of the extent of soil and groundwater contamination at, or from, the Omega Site.

143. In response to the UAO, assignors to Plaintiff Omega Chemical LLC and members of Plaintiff OPOG undertook to characterize and remove various drums from the Omega Site, decommission equipment, remove grossly contaminated soils and began the investigation of the extent of any soil and groundwater contamination.

144. On January 9, 1999, pursuant to CERCLA § 105, 42 U.S.C. § 9605, EPA placed the Omega Site on the National Priorities List, set forth at 40 C.F.R., Part 300, Appendix B. 64 Fed. Reg. 2950.

145. On or about April 1, 1999, the EPA issued special notice letters to a group of potentially responsible

parties, including assignors to Plaintiff Omega Chemical LLC and members of Plaintiff OPOG, in connection with the Omega Site. On or about May 28, 1999, assignors to Plaintiff Omega Chemical LLC and members of Plaintiff OPOG, among others, submitted a good faith response to the special notice letter. On February 28, 2001, the EPA and assignors to Plaintiff Omega Chemical LLC and members of Plaintiff OPOG, among other parties, entered into a Partial Consent Decree for work on the Omega Site. *United States of America v. Abex Aerospace Division, et al.*, U.S.D.C. (Central District—CA, Western. Div.) CV-00-012471. The work is being conducted by assignors to Plaintiff Omega Chemical LLC, Plaintiff OPOG and members of Plaintiff OPOG, in accordance with the requirements of the Partial Consent Decree and its Appendices. The work being performed by the Plaintiff Omega Chemical LLC, Plaintiff OPOG and member of Plaintiff OPOG constitutes a response action pursuant to CERCLA § 113.

146. There were, and are, releases and threatened releases, within the meaning of CERCLA § 101(22), 42 U.S.C. § 9601(22), of hazardous substances, including, but not limited to, perchloroethylene (“PCE”) and trichloroethylene (“TCE”), at the Omega Site.

FIRST CAUSE OF ACTION
**(Contribution Under CERCLA
Against Non-Federal Defendants)**

147. Plaintiffs incorporate herein by reference each and every allegation in paragraphs 1 through 146, inclusive.

148. The Omega Site is a “facility” as that term is defined in CERCLA, 42 U.S.C. § 9601(9).

149. Non-Federal Defendants, and each of them, are a “person” as that term is defined within the meaning of CERCLA, 42 U.S.C. § 9601(21), that is potentially liable for costs incurred in response to the release or threatened release of hazardous substances.

150. CERCLA § 113(f)(1), 42 U.S.C. § 9613(g)(2), provides that any person may seek contribution from any other person who is liable or potentially liable under CERCLA § 107(a), 42 U.S.C. § 9607(a).

151. Non-Federal Defendants, individually and collectively, either generated, transported or arranged for the disposal or treatment of hazardous substances, owned or possessed by them as that term is defined in CERCLA § 101(9), 42 U.S.C. § 9601(9) at the Omega Site.

152. Non-Federal Defendants, and each of them, have caused, or are otherwise responsible for, the releases and/or threatened releases of hazardous substances as those terms are defined in CERCLA, 42

S. App. 38

U.S.C. §§ 9601(22) and (14) respectively, into the environment at, or from, the Omega Site.

153. The releases and/or threatened releases of hazardous substances of Non-Federal Defendants, and each of them, have caused and continue to cause contamination of the soil, groundwater and environment at and from the Omega Site.

154. The releases and/or threatened releases of hazardous substances into the environment have caused Plaintiff OPOG and its members and Plaintiff Omega Group LLC's assignors to incur response costs in excess of \$6,500,000. for the defense, investigation and response to said releases and threatened releases for which Non-Federal Defendants, and each of them, are liable under CERCLA, 42 U.S.C. §§ 9607 and 9613.

155. The response costs incurred and/or to be incurred by Plaintiff OPOG and its members and Plaintiff Omega Group LLC's assignors have been and will be necessary and consistent with the National Contingency Plan.

156. Non-Federal Defendants, and each of them, are liable to Plaintiffs for contribution and indemnification under CERCLA, 42 U.S.C. §§ 9607 and 9613. for all past and future response actions and costs in such amounts as determined by the Court using such equitable factors as appropriate.

SECOND CAUSE OF ACTION
(Contribution Under CERCLA
Against the Federal Defendants)

157. Plaintiff OPOG incorporates herein by reference each and every allegation in paragraphs 1 through 156, inclusive.

158. The Omega Site is a “facility” as that term is defined in CERCLA, 42 U.S.C. § 9601(9).

159. Federal Defendants, and each of them, are a “person” as that term is defined within the meaning of CERCLA, 42 U.S.C. § 9601(21), that is potentially liable for costs incurred in response to the release or threatened release of hazardous substances.

160. CERCLA § 113(f)(1), 42 U.S.C. § 9613(g)(2), provides that any person may seek contribution from any other person who is liable or potentially liable under CERCLA § 107(a), 42 U.S.C. § 9607(a).

161. Federal Defendants, individually and: collectively, either generated, transported or arranged for the disposal or treatment of hazardous substances, owned or possessed by them as that term is defined in CERCLA § 101(9), 42 U.S.C. § 9601(9) at the Omega Site.

162. Federal Defendants, and each of them, have caused, or are otherwise responsible for, the releases and/or threatened releases of hazardous substances as those terms are defined in CERCLA, 42 U.S.C.

S. App. 40

§§ 9601(22) and (14) respectively, into the environment at, or from, the Omega Site.

163. The releases and/or threatened releases of hazardous substances of Federal Defendants, and each of them, have caused and continue to cause contamination of the soil, groundwater and environment at and from the Omega Site.

164. The releases and/or threatened releases of hazardous substances into the environment have caused Plaintiff OPOG and its members to incur response costs in excess of \$6,500,000 for the defense, investigation and response to said releases and threatened releases for which Federal Defendants, and each of them, are liable under CERCLA, 42 U.S.C. §§ 9607 and 9613.

165. The response costs incurred and/or to be incurred by Plaintiff OPOG and its members have been and will be necessary and consistent with the National Contingency Plan.

166. Federal Defendants, and each of them, are liable to Plaintiff OPOG for contribution and indemnification under CERCLA, 42 U.S.C. §§ 9607 and 9613 for all past and future response actions and costs in such amounts as determined by the Court using such equitable factors as appropriate.

PRAYER

WHEREFORE, Plaintiff Omega Group LLC and Plaintiff OPOG pray for judgment as follows:

S. App. 41

1. For contribution and/or indemnification from Non-Federal Defendants of costs and damages equal to all of, or that portion of, the costs expended and to be expended by Plaintiff Omega Group LLC's assignors and Plaintiff OPOG and its members in response to the releases and/or threatened releases of hazardous substances from the Omega Site that the Court determines to be allocable to Non-Federal Defendants;
2. For a declaration that Non-Federal Defendants, and each of them, are liable under CERCLA for all of, or that portion of, the costs of response necessary to investigate, respond to, and abate the releases and threatened releases of hazardous substances from the Omega Site that the Court determines to be allocable to each Defendant;
3. For a declaration that Non-Federal Defendants, and each of them, shall be liable for contribution and/or indemnity of the costs of response to be incurred by Plaintiff Omega Group LLC's assignors and Plaintiff OPOG and its members in the future, pursuant to obligations under the Partial Consent Decree, CERCLA, which the Court determines to be allocable to each Defendant;
4. For a judicial determination declaring the rights and obligations of the parties in connection with the claims for relief asserted in this action;
5. For reasonable attorneys' fees and costs of suit incurred herein; and

S. App. 42

6. For such other and further relief as the Court may deem just and proper; and

WHEREFORE, Plaintiff OPOG prays for judgment as follows:

1. For contribution and/or indemnification from Federal Defendants of costs and damages equal to all of, or that portion of, the costs expended and to be expended by Plaintiffs OPOG and its members in response to the releases and/or threatened releases of hazardous substances from the Omega Site that the Court determines to be allocable to Federal Defendants;

2. For a declaration that Federal Defendants, and each of them, are liable under CERCLA for all of, or that portion of, the costs of response necessary to investigate, respond to, and abate the releases and threatened releases of hazardous substances from the Omega Site that the Court determines to be allocable to each Federal Defendant;

3. For a declaration that Federal Defendants, and each of them, shall be liable for contribution and/or indemnity of the costs of response to be incurred by Plaintiffs OPOG and its members in the future, pursuant to its obligations under the Partial Consent Decree, CERCLA and California law, which the Court determines to be allocable to each Federal Defendant;

4. For a judicial determination declaring the rights and obligations of the parties in connection with the claims for relief asserted in this action;

S. App. 43

5. For reasonable attorneys' fees and costs of suit incurred herein; and
6. For such other and further relief as the Court may deem just and proper.

Dated: February 26, 2004

HANNA AND MORTON LLP

By: /s/ Larry G. Guterridge
Larry G. Guterridge

MILLHOUSE LAW GROUP

By: /s/ Keith F. Millhouse
Keith F. Millhouse

Attorneys for Plaintiffs
OMEGA CHEMICAL PRP
GROUP LLC AND OMEGA
CHEMICAL PRP GROUP

APPENDIX G
PRIVILEGED AND CONFIDENTIAL.
SETTLEMENT COMMUNICATION

**OMEGA CHEMICAL SITE
SETTLEMENT AGREEMENT**

TABLE OF CONTENTS

	<u>Page</u>
Section 1.01 Agreement	1
Section 1.02 Consideration	1
Section 2.01 “Affiliated Parties”	1
Section 2.02 “Agreement”	2
Section 2.03 “Settling Party”	3
Section 2.0 “Claims or Claims and Liabilities”.....	2
Section 2.05 “Consent Decree or Other Agree- ments”.....	2
Section 2.06 “DTSC”	2
Section 2.07 “Effective Date”	2
Section 2.08 “EPA”	2
Section 2.09 “Excluded Matters”	2
Section 2.10 “Governments”	2
Section 2.11 “OPOG”.....	2
Section 2.12 “OPOG Members”	3
Section 2.13 “Omega Site Settlement Escrow”	3
Section 2.14 “Party”	3
Section 2.15 “PRPs”	3

S. App. 45

Section 2.16 “Regional Response Work”	3
Section 2.17 “Settlement Amount”	3
Section 2.18 “Site” and “Omega Site”	3
Section 2.19 “State”	3
Section 2.20 “Total Collective Costs”	3
Section 2.21 “United States”	4
Section 3.01 Funding and Work Arrangements	4
Section 3.02 Consent-Decree or Other Agreements	4
Section 3.03 Settling Party’s Representations Regarding Disclosures	5
Section 4.01 Judicial Approval of Settlement	5
Section 5.01 Releases for Settled Matters	6
Section 5.02 Excluded Matters	6
Section 5.03 Right of Additional Recovery	7
Section 5.04 Civil Code Section 1542	7
Section 6.01 Less Than Full-Compensation	8
Section 6.02 Claims for Settled Matters	8
Section 6.03 No Prior Assignment	8
Section 6.04 Assignor’s Cooperation	8
Section 7.01 Effect of Agreement; Separate Agreements	9
Section 7.02 Survival of Agreement	9
Section 7.03 No Admission of Liability	9
Section 7.04 Notice	9
Section 7.05 Remedies	10

S. App. 46

Section 7.06	Enforcement of Agreement	10
Section 7.07	Construction of Agreement.....	10
Section 7.08	Independent Counsel	10
Section 7.09	Deadlines.....	11
Section 7.10	Sole Agreement	11
Section 7.11	Amendment, to Agreement.....	11
Section 7.12	Corporate Authority.....	11
Section 7.13	Binding	11

EXHIBIT A—SETTLING PARTIES WITH RE-OPENER AND SETTLEMENT AMOUNTS

EXHIBIT B—SETTLING PARTIES WITHOUT RE-OPENER AND SETTLEMENT AMOUNTS

EXHIBIT C—CERTIFICATION BY SETTLING PARTIES

EXHIBIT D—OPOG MEMBERS MAKING OPOG MEMBERS ASSURANCE

EXHIBIT E—OPOG MEMBERS ASSURANCE

EXHIBIT F—AUTHORITY TO EXECUTE SETTLEMENT AGREEMENT AND MEMBERS ASSURANCE

EXHIBIT G—AMENDMENT TO OMEGA PRP GROUP PARTICIPATION AGREEMENT

**[1] OMEGA CHEMICAL SITE
SETTLEMENT AGREEMENT**

**ARTICLE I.
INTRODUCTION**

Section 1.01 Agreement.

This Omega Chemical Site Settlement Agreement, including any Exhibits hereto, (“Agreement”) is made and entered into as of the Effective Date by and between the Omega Chemical PRP Organized Group, also known as the Omega Chemical PRP Group, (“OPOG”); and the Omega Chemical PRP Group LLC (“Omega LLC”) (collectively, the “Group”), on the one hand; and the entity named on the execution page and on Exhibit A or B of this Agreement (“Settling Party”), on the other hand, (collectively, the “Settling Parties”).

Section 1.02 Consideration.

Whereas, EPA’s stated in its September 7, 2004 letter to the Omega De Minimis Parties that if parties are successful in negotiating a settlement with OPOG, “then EPA will not pursue [them] further” and in consideration of the covenants, promises, and releases set forth below, the Settlement Amount to be paid by the Settling Party as set forth in Exhibit A or B, and without the admission or adjudication of any liability or any issue of fact or law, except as specified herein, the Parties hereby agree as follows:

ARTICLE II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Agreement that are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended, 42 U.S.C. Section 9601 *et seq.* (“CERCLA”), or in the National Contingency Plan (“NCP”) promulgated pursuant to CERCLA, shall have the meanings assigned to them in CERCLA or the NCP. Whenever the capitalized terms listed below are used in this Agreement, the following definitions shall apply:

Section 2.01 “Affiliated Parties” shall mean:

(a) As to each of the entities composing the Group: its shareholders, officers, directors, members, partners, parent corporations, subsidiaries, divisions, related and affiliated entities or persons, employees, agents, attorneys, trustees, beneficiaries, past owners and operators, predecessors, successors and assigns.

[2] (b) As to a Settling Party: its shareholders, officers, directors, members, partners, parent corporations, subsidiaries, divisions, related and affiliated entities or persons, employees, agents, attorneys, trustees, beneficiaries, past owners and operators; predecessors, successors and assigns.

Section 2.02 “Agreement” shall mean this Omega Chemical Site Settlement Agreement including all Exhibits thereto.

Section 2.03 “Claims or Claims and Liabilities” shall mean any and all claims (including without limitation all contribution claims in litigation or arbitration), losses, demands, causes of action, obligations, direct or consequential damages, injuries, liens, costs (including without limitation reimbursement of government response costs and legal costs), civil fines, penalties, expenses, fees and liabilities of any nature whatsoever (including without limitation attorneys’ fees), whether contractual, statutory, equitable or under common law, whether known or unknown, whether accrued or unaccrued, - that are based on or arise from the Site

Section 2.04 “Consent Decree or Other Agreements” shall mean (1) the Partial Consent Decree entered in *United States of America v. Abex Aerospace Division, et al.*, U.S.D.C. (Central District—CA, Western Div.) CV-00-012471, and (2) any Government (a) orders, (b) directives or (c) mandates, or (3) other agreements which may be entered into by the Group or any of its members with some or all of the Governments and/or other PRPs, in connection with the Site. The term shall also include any ancillary agreements (such as license access agreements, articles of incorporation, statements of work, Phase Ia Response Work design plan, Phase Ia Response Work action plan, etc.) to the extent necessary to implement such work, whether or not incorporated in a Consent Decree or Other Agreements.

Section 2.05 “DTSC” shall mean the California Department of Toxic Substance Control.

Section 2.06 “Effective Date” as to each Settling Party shall mean the date funds from that Party are received by the Group pursuant to Section 3.01(b).

Section 2.07 “EPA” shall mean the United States Environmental Protection Agency and the United States when acting on behalf of EPA.

Section 2.08 “Excluded Matters” is defined in Section 5.02.

Section 2.09 “Governments” shall mean the United States, the State of California including, but not limited to DTSC and the Regional Water Quality Control Board (“RWQCB”) and any cities, municipalities or local agencies.

Section 2.10 “OPOG” shall mean the Omega Chemical PRP Organized Group, also known as the Omega Chemical PRP Group formed on or about December 21, 1994 by the Omega Chemical Site PRP Group Participation Agreement, as amended from time to time;

[3] **Section 2.11 “Group”** shall mean OPOG and the Omega Chemical PRP Group LLC.

“Omega Chemical PRP Group LLC” shall mean Omega Chemical PRP Group LLC.

Section 2.12 “OPOG Members” shall mean the members of OPOG that are listed on Exhibit D.

Section 2.13 “Omega Site Settlement Escrow” shall mean an escrow established by the Omega LLC.

Section 2.14 “Party” shall mean a Settling Party or the Group; “Parties” shall mean the Settling Parties and the Group, the terms “Party” or “Parties” do not include other persons, companies, PRPs or Group members.

Section 2.15 “PRPs” shall mean potentially responsible parties with respect to the Site that are not Settling Parties as defined herein.

Section 2.16 “Regional Response Work” shall mean work that the Governments require the Parties, or any one of them to perform, or which they perform at the request or demand of the Governments or any one of them, regarding regional groundwater contamination alleged to be attributed to the Site.

Section 2.17 “Settlement Amount” shall mean the amount of money calculated in accordance with the terms of this Agreement and set forth in Exhibit A or B, paid by the Settling Party in consideration for the covenants, promises, and releases herein by the Group.

Section 2.18 “Settling Party” shall mean the entity or person that has executed this Agreement other than the Group.

Section 2.19 “Site” and “Omega Site” shall mean the Omega Chemical Corporation Superfund

S. App. 52

Site listed on the National Priorities List on January 19, 1999, 64 Fed. Reg. 2945.

Section 2.20 “State” shall mean the State of California, its departments, agencies and instrumentalities, including, but not limited to, DTSC and the RWQCB.

Section 2.21 “Total Collective Costs” shall mean the total Site response costs that have been or are in the future expended by the Group and the Settling Parties. Total Collective Costs shall include costs attributable to (a) OPOG members, (b) PRPs OPOG members have: as of the Effective Date, assumed responsibility for, (c) PRPs the Group has or does otherwise settle with, (d) the Settling Parties herein, and (e) PRPs from whom the Group recovers through litigation to judgment. Total Collective Costs shall not include costs incurred by third parties, including the Omega Small Volume Organized Group (OSVOG) or expenditures from funds obtained by EPA from its settlements with PRPs, including its [4] settlements with *de minimis* parties nor shall it include any costs incurred by PRPs in executing EPA Unilateral Administrative Order 2004-04.

Section 2.22 “United States” shall mean the United States of America, its departments, agencies and instrumentalities.

ARTICLE III.
OBLIGATIONS OF THE PARTIES

Section 3.01 Funding and Work Arrangements.

(a) Pursuant to the terms and conditions set forth below, and after the Effective Date, the Group shall assume each Settling Party's responsibilities for the Site, including, but not limited to, all response costs associated with the Site, except as to (1) Excluded Matters set forth in Section 5.02, and (2) ministerial tasks imposed by a Consent Decree or Other Agreements and/or any administrative order issued by a Government that by their nature must or reasonably should be performed individually by that Party, such as the retention of that Party's documents or notification to the Governments of a change in that Party's corporate status. This assumption of responsibilities shall not extend to any member of OPOG except as to OPOG Members set forth on Exhibit D under the terms and conditions set forth in Exhibit E. These continuing obligations and/or required activities shall not obligate a Settling Party to pay the Group or be legally responsible for *any* amount in addition to that set forth in Exhibit A or B.

(b) Pursuant to the terms and conditions set forth below, each Settling Party shall pay the total amount set forth on Exhibit A or B for that Settling Party.

(1) Settling Parties listed on Exhibit A agree to pay in settlement of their liabilities 55,550 per ton

S. App. 54

of wastes listed in Exhibit A. Further, each Settling Party listed on Exhibit A agrees to pay its percentage share, as stated on Exhibit A, of the amount by which Total Collective Costs exceed \$70 million, up to the sum of \$93 million in Total Collective Costs. Each Settling Party's percentage share shall be equal to the volume listed for that Settling Party in Exhibit A multiplied by 5,550 divided by 70 million. Each Settling Party listed on Exhibit A agrees not to contest this obligation except as to the accounting of Total Collective Costs.

(2) Settling Parties listed on Exhibit B agree to pay in settlement of their liabilities 56,550 per ton of wastes listed in Exhibit B. However, Settling Parties listed in Exhibit B shall have no further payment obligations under this Agreement.

(c) Payments shall be made into an account designated by the Group by wire transfer or other good and available funds.

Section 3.02 Consent Decree or Other Agreements.

(a) Each Settling Party shall cooperate with the Group to the extent reasonable and practical in an attempt to re-open, as appropriate, a Consent Decree or Other Agreements with any Government (including, but not limited to the Partial Consent Decree entered in *United States [5] of America v. Abex Aerospace Division, et al.*, U.S.D.C. (Central District—CA, Western Div.) CV-00-012471, governing implementation of the Phase Ia Response Work, and if necessary Regional

S. App. 55

Response Work, and the reimbursement of Government Response Costs) for the purpose of adding the Settling Party to such Consent Decree or other Agreements for the limited purpose of obtaining contribution protection for such Settling Party.

(b) In the event that a Consent Decree or Other Agreements have been or are entered into with any Government, the Group agrees to use good faith efforts (1) to obtain releases from any Government's Claims against each Party, and (2) to obtain contribution protection for each Party to the fullest extent authorized in Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. Section 9613(f)(2) and Section 9622(g)(5), or other provisions of State or federal law, but subject to that Party's continuing and reasonable compliance with this Agreement. Any releases or contribution protection obtained by the Group pursuant to the previous sentence shall be at least as broad as any releases or contribution protection which the Group obtains for itself relating the Omega Site. Each Settling Party shall reasonably cooperate with the Group and sign the Consent Decree or Other Agreements as necessary to realize the objectives described in this Section. Nothing in this paragraph shall require any Settling Party to sign any agreement which requires it to undertake any response activities regarding the Site or any joint and several obligations.

Section 3.03 Settling Party's Representations Regarding Disclosures.

Each Settling Party shall complete in full and execute Exhibit C hereto. The Group has entered into this Agreement in reliance on these representations by each Settling Party in its Exhibit C. If the Group demonstrates that the Settling Party knowingly made false representations in its Exhibit C then the release and covenant not to sue shall not apply to any additional waste identified.

**ARTICLE IV.
ALLOCATION AND JUDICIAL APPROVAL**

Section 4.01 Judicial Approval of Settlement.

(a) OPOG and the Omega LLC shall amend their complaint in *Omega Chemical PRP Group LLC, and Omega Chemical PRP Group, an unincorporated association, v. Aaron Thomas Company, Inc., a California corporation, et al.*, (Central District—CA, Western Div.) CV-04-01340, or *Omega Chemical PRP Group LLC, a Delaware limited liability company, and Omega Chemical PRP Group, an unincorporated association v. Advanced Packaging Systems, A California corporation, et al.*, (Central District—CA, Western Div.) CV-05-00754, or file a separate complaint to add or include each Settling Party not previously named.

(b) Each Settling Party who entered a tolling agreement agrees that the agreement is terminated as

of 45 days prior to the filing date of the amended or additional complaint adding that party.

(c) OPOG and the Omega LLC will move the court for an order and judgment, *inter alia*, (1) approving this Settlement Agreement, (2) ruling that all claims for contribution or [6] indemnification, however denominated, except as preserved herein, against the Settling Parties and Affiliated Parties are barred, and (3) retaining jurisdiction for the purpose of enforcing the order and judgment. Each Settling Party shall co-operate with the Group to the extent reasonable and practical in obtaining such order and judgment.

(d) The payments under paragraph 3.01 shall be due within thirty (30) days after the Court issues its order regarding approval of the Settlement Agreement. In the event that the Court does not provide all of the relief described in paragraph 4.01(c) then each Settling Party may either pay the amount due under this Agreement, in which case it shall be entitled to all of the other benefits of this Agreement, or not pay in which case the Agreement shall not be effective with regard to that Settling Party.

**ARTICLE V.
RELEASES AND COVENANT NOT TO SUE**

Section 5.01 Releases for Settled Matters.

The Parties mutually release and covenant not to sue each other and each of their Affiliated Parties for

all Claims and Liabilities that are based upon or arise from the Site provided, however, that (1) the releases and covenants not to sue do not encompass any of the Excluded Matters set forth in Section 5.02 below, and (2) the Group shall have the right to seek additional recovery as set forth in Section 5.03 below. These mutual releases and covenants not to sue shall become effective upon the Effective Date.

Section 5.02 Excluded Matters.

The following Claims and Liabilities are Excluded Matters that are not subject to the release and covenant not to sue provisions of Section 5.01 above:

- (a) Claims and Liabilities of a Party against its own Affiliated Party based upon or arising from that Party's liability relating to the Site;
- (b) Claims and Liabilities of a Party against or between any insurance company, obligor, surety or indemnitor or other person based upon or arising from that Party's (or an Affiliated Party's) claims for insurance, indemnification or other recovery;
- (c) Claims and Liabilities for natural resource damage pursuant to CERCLA Section 107(1) or any equivalent State law;
- (d) Claims and Liabilities by any person or entity for death, personal injury or disease, loss of future or past wages or income, loss of consortium, property damage (other than response costs related to the Site), diminution in value, or economic loss, whether based on negligence, strict liability, abnormally dangerous

activity, statute or other law, including but not limited to assault, battery, nuisance, trespass, negligence, strict liability, products liability and infliction of emotional distress and/or fear;

[7] (e) Claims and Liabilities arising under or with regard to California's Safe Drinking water and Toxic Enforcement Act of 1986, popularly known as "Proposition 65," California's Unfair Business Practices Act pursuant to Cal. Bus. Code Section 17200, and any rules, regulations, orders or notices promulgated or issued thereunder;

(g) Claims and Liabilities based upon or arising from events or occurrences caused by a Settling Party after the Effective Date;

(h) Actions to enforce or for breath of this Agreement;

(i) Claims and Liabilities based upon or arising from any volume of material knowingly not disclosed in Exhibit C or for acts or omissions of the Settling Party or Affiliated Party(s) other than as the generator of record for that volume of material set forth on Exhibit A or B; and

(j) Claims and Liabilities based upon or arising from the Site that meet all of the following conditions: (1) are not related to obligations under the Partial Consent Decree entered in *United States of America v. Abex Aerospace Division, et al.*, U.S.D.C. (Central District—CA, Western Div.) CV-00-012471, (2) are not related to investigation or remediation of soil or soil vapors at the

S. App. 60

Site, (3) are not related to soil vapors emanating from the Site other than via the groundwater pathway, and (4) are not for Regional Response Work.

Section 5.03 Right of Additional Recovery.

The Group shall have the right of additional recovery from each Settling Party listed on Exhibit A of its percentage share, as stated on Exhibit A, of the amount by which Total Collective Costs exceed \$70 million, not to exceed the Settling Party's share of \$93 million.

Section 5.04 Civil Code Section 1542.

As to the Settled Matters in this Agreement, the Parties specifically and expressly waive any rights and benefits available to them under the provisions of Section 1542 of the California Civil Code, which provides:

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

The Parties have consulted counsel and fully understand the statutory language and intent of Civil Code Section 1542. The Parties understand that if the facts or law forming the basis for this Agreement are found hereafter to be different from the facts or law now believed by the Parties to the Agreement to be true, they expressly accept the consequences, and assume the risk of such possible difference in facts or law

and agree that the Agreement shall remain fully effective nonetheless, and that any different facts or law shall not be grounds for any action contrary to the Agreement, including an action for rescission or restitution unless such fact has been intentionally concealed or fraudulently misrepresented.

[8] ARTICLE VI.
ASSIGNMENTS AND
SPECIFICALLY RETAINED CLAIMS

Section 6.01 Less Than Full Compensation.

The Settlement Amount to be paid by each Settling Party is the full share of Settled Matters attributable to that Settling Party, but is not intended to constitute full compensation for the Group's Claims and Liabilities relating to the Settled Matters. The Group expressly reserves the right to seek full compensation for their Claims and Liabilities relating to the Settled Matters from all persons other than the Settling Parties and their Affiliated Parties that may have responsibility or liability for Settled Matters.

Section 6.02 Claims for Settled Matters.

Each Settling Party hereby assigns without recourse to the Omega LLC any and all claims and rights to assert Claims and Liabilities for Settled Matters, including cost recovery, contribution, equitable indemnification, unjust enrichment or comparable claims under federal or state law, against all persons that may

S. App. 62

have responsibility or liability for Settled Matters. The foregoing assignment, however, does not include any claims the Settling Party may have against its own insurance carriers, indemnitors, sureties or obligors, such claims being expressly reserved to the Settling Party.

Section 6.03 No Prior Assignment.

Each Settling Party represents and warrants that neither it nor any of its Affiliated Parties has assigned or transferred or purported to assign or transfer, voluntarily, involuntarily, or by operation of law, any Claim, cause of action, or Settled Matter released pursuant to this Agreement or any part or portion thereof. Each of the Parties agrees to indemnify each other Party and hold it harmless from any claim, demand, damages, debt, obligation, cost, expense, lien, action, or cause of action (including the payment of attorney's fees and costs actually incurred, whether or not litigation is commenced) based upon, in connection with, or arising out of any such assignment or transfer or purported assignment or transfer to any person or entity not a Party to this Agreement.

Section 6.04 Assignor's Cooperation.

Each Settling Party shall execute, and shall make good faith efforts to secure the execution by appropriate Affiliated Parties of, such further documents as the Group may reasonably request from time to time in order to confirm, effectuate, or enforce the assignments of claims made in this Article VI. Each Settling Party agrees to reasonably cooperate with the Group, and to

use good faith efforts to secure the cooperation of its Affiliated Parties, in the Group's conduct of or participation in any private, administrative, or judicial matters or proceedings to the extent they may implicate or affect any claim assigned in this Article VI.

[9] ARTICLE VII.
GENERAL PROVISIONS

Section 7.01 Effect of Agreement; Separate Agreements.

Nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. The preceding sentence shall not be construed to waive or nullify any rights that any person not a Party may have under applicable law. Subject to the provisions of Sections 5.01, 5.02 and 5.03, each Party reserves any and all rights, defenses, Claims and Liabilities, demands, and causes of action which it may have with respect to any matter, transaction, or occurrence against any person not a Party or an Affiliated Party. Notwithstanding any provision to the contrary, this Agreement does not modify or vitiate any separate agreement between the Parties which specifically refers to this Agreement and which modifies or is contrary to this Agreement.

Section 7.02 Survival of Agreement.

This Agreement shall survive and remain fully valid and enforceable whether or not persons who are

S. App. 64

not Parties enter into a Consent Decree or Other Agreements with any Government.

Section 7.03 No Admission of Liability.

Nothing contained in this Agreement nor the payment of any amount by any Party is or may be construed to be an admission of any wrongdoing or liability; and more specifically, is not an admission or acknowledgment by any Party that a release or threatened release of a hazardous substance has occurred at or from the Site or that an alleged release has resulted in response costs incurred by any person.

Section 7.04 Notice.

Whenever, under the terms of this Agreement, written notice is required to be given or a document is required to be sent to the Group, it shall be directed to:

Omega Chemical PRP Group LLC
c/o Keith F. Millhouse
Millhouse Law Group
2815 Townsgate Road, Suite 330
Westlake Village, California 91361

and to such additional or substitute recipient as the Group may from time to time designate.

Whenever, under the terms of this Agreement, written notice is required to be given, or a document is required to be sent to a Settling Party, it shall be directed to the Settling Party's representative for service as designated on the execution page.

[10] Section 7.05 Remedies.

This Agreement may be pleaded as a complete defense to, and may be used as a basis for an injunction against bringing, any Claims and Liabilities released hereunder. In addition, any Settling Party may bring an action for injunctive relief against the Group or any the OPOG Members to enforce the terms of this agreement including, but not limited to, the obligation of those OPOG Members listed on Exhibit D to assume the Settling Party's obligations under 3.01(a) pursuant to the OPOG Members Assurance, Exhibit E.

Section 7.06 Enforcement of Agreement.

If any Party to this Agreement brings an action to enforce its rights hereunder, the prevailing party shall be entitled to recover:

- (a) Interest on any monies determined to be owing to it, to be calculated at the rate of seven percent (7%) per annum, compounded daily; and
- (b) Its costs and expenses, including court costs, attorneys' fees, and expert and consultants fees, if any, incurred in connection with such action.

Section 7.07 Construction of Agreement.

This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of California. Neither the Group, nor any member of the Group, shall challenge

the assumption provisions set forth in Section 3.01(a) or in the OPOG Members Assurance, Exhibit E. Should any part of this Agreement be found void or invalid, the remaining portions of this Agreement shall remain in effect. However, in the event that the assumption provision set forth in Section 3.01(a) is found void or invalid, then this Agreement shall be void *ab initio* and all sums paid by the Settling Parties to the Group shall be returned within 30 days of such finding. The Parties have jointly drafted this Agreement and the language of the Agreement shall not be construed in favor of or against any particular Party based on the Parties' respective roles in the drafting process. The headings used herein are for reference only and shall not affect the construction of this Agreement. This document may be executed in counterparts with each copy considered an original. A copy of the full Agreement will be distributed to each Party Upon complete execution and a copy will also be retained by and available to any Party froth the Omega LLC or such other entity as the Group may from time to time designate.

Section 7.08 Independent Counsel.

Each of the Parties represents and warrants that, in connection with the negotiation and execution of this Agreement it has been represented by independent counsel of its own choosing, that it has not relied upon the advice or counsel of the other Party's independent counsel in the negotiation or drafting of this Agreement, that it has executed this Agreement after receiving the advice of such independent counsel, that its representative has read and understands the

provisions and terms of this Agreement, and that it has had an adequate opportunity to conduct [11] an independent investigation of all facts and circumstances with respect to all matters that are the subject of this Agreement.

Section 7.09 Deadlines.

If the date by which any payment must be made or any action must be taken pursuant to this Agreement is a Saturday, Sunday, or holiday as described in California Civil Code Section 7, then that date shall be extended until the next calendar day which is not a Saturday, Sunday, or holiday.

Section 7.10 Sole Agreement.

This Agreement represents the sole and entire agreement between the Parties and supersedes all prior agreements, negotiations and discussions between the Parties hereto and/or their respective counsel with respect to the subject matters covered hereby.

Section 7.11 Amendment to Agreement.

Any amendment to this Agreement must be in a writing, signed by duly authorized representatives of the Parties hereto and stating the intent of the Parties to amend this Agreement.

Section 7.12 Corporate Authority.

All corporate Parties hereto represent and warrant that the execution and delivery of this Agreement, including the attached Exhibits, has been duly and validly authorized and approved by all requisite corporate

S. App. 68

action and that no further action is necessary to make this Agreement and all transactions contemplated hereby valid and binding on the parties in accordance with its terms. The corporate signatories hereto represent and warrant that they are authorized to execute and deliver this Agreement on behalf of their respective corporate entities or other entities on whose behalf they have signed. Without limiting the foregoing, the signatories on behalf of OPOG and Omega LLC hereby represent and warrant that the execution and delivery of this Agreement has been duly and validly authorized and approved by all requisite corporate or other-necessary action including as required by the Omega Chemical Site PRP Group Participation Agreement, as amended from time to time, including as amended by Exhibits G hereto, and that no further action is necessary to make this Agreement and all transactions contemplated hereby valid and binding on the OPOG and Omega LLC.

Section 7.13 Binding.

This Agreement shall apply to and be binding upon the Parties, and their successors and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Parties under this Agreement. However, nothing in this Agreement, nor any purported assignment, shall relieve the Group, or any of the OPOG Members, of their obligations under this Agreement.

[12] IN WITNESS WHEREOF, the Parties here-to enter into this Omega Chemical Site Settlement Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company(ies) or entity(ies) on whose behalf it is indicated that the person is signing.

OMEGA CHEMICAL PRP GROUP

Dated: May 2, 2006
Signature: Larry G. Gutterridge
Typed Name: Larry G. Gutterridge
Title: Counsel

**[13] OMEGA CHEMICAL PRP GROUP
LLC**

Dated: 5/8/16
Signature: Keith F. Millhouse
Typed Name: Keith F. Millhouse
Title: Member

[Settling Party execution pages follow.]

[14] SETTLING PARTY:

AIRCRAFT CYLINDERS & TURBINES
Dated: March 29, 2006
Signature: Josie Burgueno
Typed Name: Josie Burgueno

S. App. 70

Title: Secretary
Name and address of Settling Party's representatives for service hereunder.

Name: Josie Burgueno
Address: 10959 TUXFORD ST
SUN VALLEY CA 91352

Phone: [Redacted]
E-mail: [Redacted]

—
[Exhibits Omitted]
