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20 UNITED STATES DISTRICT COURT
21 CENTRAL DISTRICT OF CALIFORNIA
22 WESTERN DIVISION

23 UNITED STATES OF AMERICA, and the) Case No. 2:99-cv-00552
STATE OF CALIFORNIA, on behalf of the)
24 California Department of Toxic Substances) THIRD JOINT STIPULATION TO
Control,) MODIFY CONSENT DECREE
25)
26 Plaintiffs,)
27 v.)
28)

1 ITT LLC as successor in interest to ITT)
 Industries, Inc.; Lockheed Martin)
 2 Corporation; A.G. Layne, Inc.; Access)
 Controls, Inc. of California; Admiral)
 3 Controls, Inc.; Aerogquip. Corp.; Anthony)
 4 Zambas; Joseph F. Bangs, d/b/a Bangs)
 Manufacturing Co.; Buckeye Steel Castings)
 5 Company; Max Cohen; Goodrich)
 Corporation on behalf of Coltec Industries,)
 6 Inc., Menasco Aerospace Division;)
 7 Commercial Inspection Service, Inc.;)
 Cosmic Investments, Inc.; Credit Managers)
 8 Association of California; Serge Dadone;)
 Datron, Inc.; Excello Plating Co., Inc.; Foto-)
 9 Kem Industries, Inc.; GCG Corporation;)
 10 Grant Management, Inc.; Grant Products,)
 Inc.; Grant Products, LLC; Grant Products,)
 11 LP; Glen Harleman; Haskel International,)
 LLC as successor in interest to Haskel)
 12 International, Inc.; David Higgins;)
 International Electronic Research)
 13 Corporation; Elder Kree Kofford; Lawrence)
 14 Engineering & Supply, Inc.; Lester C.)
 Lawrence; Daniel Lee; Michael Lee; Ronald)
 15 S. Lee; Ronald S. Lee, as Executor of the)
 Lee Living Trust; Theodore M. Lee;)
 16 Theodore M. Lee, as Executor of the Estate)
 of Marlene Ann Lee; Theodore R. Lee, Jr.;)
 17 Charles Carter Litchfield; Lockheed Martin)
 18 Librascope Corporation; MAG Investments,)
 Ltd.; Pacific Bell Telephone Company;)
 19 Melvin S. Pechter; Peterson Baby Products)
 Co.; Margaret R. Peterson, as Executrix of)
 20 the Estate of Arnold E. Peterson; Margaret)
 21 R. Peterson, as Trustee of the Peterson)
 Family Trust; Philips North America LLC)
 22 as successor in interest to Philips)
 Electronics North America Corporation;)
 23 PRC-DeSoto International as successor in)
 interest to Courtaulds Aerospace, Inc.; The)
 24 Prudential Insurance Company of America;)
 25 Ralphs Grocery Company; Ranchito Allegra)
 LLC; S.A.I. Industries; Sunland Chemical &)
 26 Research Corporation; Richard Toshima;)
 27 Union Pacific Railroad Company; Eaton)
 Filtration LLC as successor in interest to)
 28 Vickers, Incorporated; Volkswagen of)
 America, Inc.; Edward L. Wallen; Walt)

1 Disney Pictures and Television; Disney)
2 Enterprises Inc. as successor in interest to)
3 Walt Disney World Co.; Whittaker)
4 Corporation; W&W Manufacturing Co.,)
5 Inc.; and Zero Corporation,)
6 Defendants.)
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1 WHEREAS:

2 In 2000, the Court entered a Consent Decree in this case (Dkt. #13)
3 addressing the civil claims of Plaintiffs United States and the State of California
4 Department of Toxic Substances Control (“DTSC”) (collectively “Plaintiffs”)
5 against Defendants ITT Industries, Inc.; Lockheed Martin Corporation; A.G. Layne,
6 Inc.; Access Controls, Inc. of California; Admiral Controls, Inc.; Aerogquip. Corp.;
7 Anthony Zambas; Joseph F. Bangs, d/b/a Bangs Manufacturing Co.; Buckeye Steel
8 Castings Company; Max Cohen; Coltec Industries, Inc.; Commercial Inspection
9 Service, Inc.; Cosmic Investments, Inc.; Credit Managers Association of California;
10 Serge Dadone; Datron, Inc.; Excello Plating Co., Inc.; Foto-Kem Industries, Inc.;
11 GCG Corporation; Grant Management, Inc.; Grant Products, Inc.; Grant Products,
12 LLC; Grant Products, LP; Glen Harleman; Haskel International, Inc.; David
13 Higgins; International Electronic Research Corporation; Elder Kree Kofford;
14 Lawrence Engineering & Supply, Inc.; Lester C. Lawrence; Daniel Lee; Michael
15 Lee; Ronald S. Lee; Ronald S. Lee, as Executor of the Lee Living Trust; Theodore
16 M. Lee; Theodore M. Lee, as Executor of the Estate of Marlene Ann Lee; Theodore
17 R. Lee, Jr.; Charles Carter Litchfield; Lockheed Martin Librascope Corporation;
18 MAG Investments, Ltd.; Pacific Bell Telephone Company; Melvin S. Pechter;
19 Peterson Baby Products Co.; Margaret R. Peterson, as Executrix of the Estate of
20 Arnold E. Peterson; Margaret R. Peterson, as Trustee of the Peterson Family Trust;
21 Philips Electronics North America Corporation; PRC-DeSoto International as
22 successor in interest to Courtaulds Aerospace, Inc.; The Prudential Insurance
23 Company of America; Ralphs Grocery Company; Ranchito Allegra LLC; S.A.I.
24 Industries; Sunland Chemical & Research Corporation; Richard Toshima; Union
25 Pacific Railroad Company; Vickers, Incorporated; Volkswagen of America, Inc.;
26 Edward L. Wallen; Walt Disney Pictures and Television; Disney Enterprises Inc. as
27 successor in interest to Walt Disney World Co.; Whittaker Corporation; W&W
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1 Manufacturing Co., Inc.; and ZERO Corporation (collectively, “Settling
2 Defendants”) as alleged in the Complaint (Dkt. #10)¹;

3
4 WHEREAS:

5 The objectives of the Consent Decree are to “protect public health or welfare
6 or the environment at the Site by the implementation of response actions at the Site,
7 to reimburse response costs of the Plaintiffs, and to resolve the claims of Plaintiffs
8 against Settling Defendants as provided in [the] Consent Decree.” Consent Decree
9 Section V. Paragraph 5;

10

11 WHEREAS:

12 Important steps in achieving protection of public health or welfare or the
13 environment at the Site required a subset of the Settling Defendants known as the
14 Settling Work Defendants,² in coordination with the City of Glendale³ (“City”), to
15 implement the interim remedies set forth by the United States Environmental
16 Protection Agency (“EPA”) in the Glendale North and South Operable Units
17 Records of Decision (“Glendale RODs”), and to achieve the Performance Standards
18 contained therein. Consent Decree Section VI. Paragraph 11;

19

20 _____
21 ¹ All terms not specifically defined in this Third Joint Stipulation to Modify
22 Consent Decree (“Third Joint Stipulation” or “this Stipulation”) shall have the
23 meaning given to them in the Consent Decree.

24 ² The term “Settling Work Defendants” is defined in Section IV of the
25 Consent Decree, and Appendix F of the Decree identifies these defendants. Solely
26 for the purposes of this Third Joint Stipulation, the term “Settling Work Defendants”
27 shall not include (1) Zero Corporation and (2) Credit Managers Association of
28 California, both of which filed for bankruptcy.

29 ³ Pursuant to Section III, Paragraph 2 (page 8) of the Consent Decree, the City
30 of Glendale is named and bound by the Consent Decree as one of the “Parties
31 Bound,” and not as a “Settling Work Defendant,” as that term is defined in Section
32 IV (page 15).

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WHEREAS:

The Settling Work Defendants and their successors, where applicable, have been and are performing the Work under the Consent Decree to implement the Glendale RODs;

WHEREAS:

The Parties to this Third Joint Stipulation (hereinafter “Parties” or “Party”) are the Plaintiffs, the City, and the Settling Work Defendants or their successors, as applicable;

WHEREAS:

This Stipulation, if entered by the Court, would modify the Consent Decree;

WHEREAS:

This Stipulation, if entered by the Court, does not affect DTSC’s reservation of rights under the Consent Decree. Consent Decree Section XXI. Paragraphs 79, 83, 85;

WHEREAS:

The Court retains the power to approve modifications to the Consent Decree and the Parties agree that this modification to the Consent Decree requires the Court’s approval. Consent Decree Section XXXI. Paragraph 108; and

WHEREAS:

The Parties represent that the modification of the Consent Decree described in this Third Joint Stipulation has been negotiated by the Parties in good faith. The

1 Parties believe that this modification of the Consent Decree is fair, reasonable, and
2 in the public interest;

3

4 NOW, THEREFORE, the Parties enter into this Third Joint Stipulation to
5 Modify Consent Decree:

6

7

CONTINUATION OF WORK

8 WHEREAS:

9 Section XIV, Paragraph 51 of the Consent Decree states, “Within 90 (ninety)
10 days after Settling Work Defendants conclude that all phases of the Work (including
11 O&M) have been fully performed, which is anticipated to occur approximately
12 twelve (12) years after the System Operation Date, Settling Work Defendants and
13 the City shall schedule and conduct a pre-certification inspection to be attended by
14 Settling Work Defendants, EPA, the City and DTSC”;

15

16 WHEREAS:

17 Section XIV, Paragraph 51 of the Consent Decree provides that if the Settling
18 Work Defendants and the City believe that the Work has been fully performed as
19 required by the Consent Decree, the Settling Work Defendants and the City may
20 request from EPA a Certificate of Completion of the Work;

21

22 WHEREAS:

23 In 2013, the Court approved and entered a joint stipulation regarding the
24 Consent Decree (Dkt. #15-1, hereinafter “First Joint Stipulation”) by the Parties in
25 which the Settling Work Defendants and the City agreed to continue to perform
26 their respective Work required under the Consent Decree, the Settling Work
27 Defendants agreed to perform certain limited additional Work resulting from
28 modifications of the Consent Decree’s Statement of Work, including as described in

1 a Focused Feasibility Study Statement of Work, and the Settling Work Defendants
2 agreed not to request a Certificate of Completion regarding the Work before
3 November 30, 2018, among other things (Dkt. #20); and
4

5 WHEREAS:

6 In 2019, the Court approved and entered a joint stipulation regarding the
7 Consent Decree (Dkt. #25, hereinafter “Second Joint Stipulation”) by the Parties in
8 which the Settling Work Defendants and the City agreed to continue to perform
9 their respective Work under the Consent Decree, the Settling Work Defendants
10 agreed to perform certain limited additional Work resulting from modifications of
11 the Consent Decree’s Statement of Work, including as described in a Selected
12 Interim Remedy Enhancement Statement of Work and a Vapor Intrusion (“VI”)
13 Investigation Statement of Work, the Settling Work Defendants agreed not to
14 request a Certificate of Completion regarding the Work before November 30, 2024,
15 and the Settling Work Defendants agreed to pay to EPA twenty-three percent (23%)
16 of the Basin-Wide Future Response Costs (as defined in the Second Joint
17 Stipulation) paid by EPA on or after October 1, 2016, among other things (Dkt. #23-
18 1);
19

20 NOW, THEREFORE, the Parties stipulate as follows:
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22 Notwithstanding any other provision of the Consent Decree, the Parties agree
23 that the Settling Work Defendants will not request a Certificate of Completion
24 regarding the Work before November 30, 2030 and that the Settling Work
25 Defendants and the City shall continue to perform their respective Work required to
26 be performed under the Consent Decree and all other requirements of the Consent
27 Decree, the Consent Decree’s Statement of Work, as modified, and the First and
28 Second Joint Stipulations, now and into the future until at least November 30, 2030,

1 when additional Site information will be available to the Parties, subject in all
2 instances to the terms and conditions set forth in the Consent Decree, and without
3 waiving any rights, defenses and/or remedies that the Plaintiffs, the City, or the
4 Settling Work Defendants have under the Consent Decree.

5
6 **GENERAL PROVISIONS**

7 Each undersigned representative of a Party certifies that he or she is fully
8 authorized to bind such Party to this Third Joint Stipulation by his or her signature
9 below.

10 Except as specifically addressed or modified by the First Joint Stipulation,
11 Second Joint Stipulation, and this Third Joint Stipulation, the Consent Decree
12 remains in full force and effect.

13 This Third Joint Stipulation shall be lodged with the Court for a period of not
14 less than 30 days for public notice and comment in accordance with 28 C.F.R.
15 § 50.7. Plaintiffs reserve the right to withdraw or withhold their consent if the
16 comments regarding this Third Joint Stipulation disclose facts or considerations
17 indicating that this Stipulation is inappropriate, improper, or inadequate. The
18 Settling Work Defendants and the City consent to entry of this Third Joint
19 Stipulation without further notice.

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21 IT IS SO STIPULATED.

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1 The undersigned party enters into this Third Joint Stipulation to Modify Consent
2 Decree.

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4 For Plaintiff the United States of America:
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9 ADAM R.F. GUSTAFSON
10 Principal Deputy Assistant Attorney
11 General
12 Environment and Natural Resources
13 Division

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15 Dated: February 3, 2026

By: 

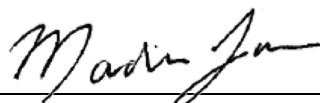
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Attorneys for Plaintiff United States of
America

1 The undersigned party enters into this Third Joint Stipulation to Modify Consent
2 Decree.

3
4 For Plaintiff California Department of Toxic Substances Control:
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8 Dated: 1/17/2025

By: 

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Attorney for California Department of Toxic
Substances Control

1 The undersigned party enters into this Third Joint Stipulation to Modify Consent
2 Decree.

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4 For the Settling Work Defendants:
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8 Dated: 2/5/2025

By: 


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Attorney for the Settling Work Defendants

1 The undersigned party enters into this Third Joint Stipulation to Modify Consent
2 Decree.

3
4 For the City of Glendale:
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8 Dated: 1/29/25

By: 

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Attorney for City of Glendale