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KAMALA D. HARRIS
Attorney General of California
BRIAN W. HEMBACHER
Supervising Deputy Attorney General
State Bar No. 90428
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*Attorneys for People of State of California, ex rel.
California State Water Resources Control Board,*

[Exempt from fees pursuant to
Government Code section 6103]

RECEIVED
VENTURA SUPERIOR COURT

OCT 31 2011

VENTURA
SUPERIOR COURT
FILED

NOV 04 2011

MICHAEL D. PLANET
Executive Officer and Clerk
Deputy
S. LEGERE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

**PEOPLE OF THE STATE OF
CALIFORNIA, ex rel. STATE WATER
RESOURCES CONTROL BOARD**

Plaintiff,

v.

**TESORO COMPANIES, INC., a Delaware
corporation; and TESORO WEST COAST
COMPANY, LLC, a Delaware limited
liability company,**

Defendants.

Case No.
**CONSENT JUDGMENT AND
STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND [PROPOSED] ORDER**

(Health & Saf. Code, Div. 20, Chapter 6.7)

This Consent Judgment and Stipulation for Entry of Final Judgment and [Proposed] Order (Consent Judgment) is entered into by Plaintiff the People of the State of California, ex rel. State Water Resources Control Board (State Water Board) on one hand, and Defendants Tesoro Companies, Inc. and Tesoro West Coast Company, LLC (collectively, the Tesoro Entities) on the other hand. For purposes of this Consent Judgment, the State Water Board and the Tesoro Entities shall be referred to herein collectively as the "Parties," and individually as "Party."

The Parties have agreed to settle the above-captioned matter without further litigation, as set forth below.

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INTRODUCTION

Concurrent with the filing of this Consent Judgment, the State Water Board is filing a Complaint in this matter alleging that the Tesoro Entities violated various laws and regulations governing the operation and maintenance of underground storage tanks (USTs) and UST systems. The Complaint does not allege that any of these violations have caused a release of hazardous substances into the soil or groundwater.

The Parties previously stipulated to toll the statute of limitations as to some of the alleged violations so as to allow a discussion of a negotiated resolution. In these negotiations, the State Water Board was represented by the Attorney General of the State of California and the Tesoro Entities were represented by their counsel. The Parties have now agreed to settle this matter, without any admission of responsibility or liability by the Tesoro Entities, and without further litigation pursuant to the terms of this proposed Consent Judgment in order to avoid prolonged and complicated litigation.

FINAL JUDGMENT INCLUDING INJUNCTION

PURSUANT TO STIPULATION; ORDER

The Parties, after opportunity for review by counsel, hereby stipulate and consent to the entry of this Consent Judgment as set forth below.

1. DEFINITIONS

Except where otherwise expressly defined in this Consent Judgment, all terms shall be interpreted consistent with Chapters 6.7 of Division 20 of the California Health and Safety Code and Title 23, Division 3, Chapter 16 of the California Code of Regulations (the UST Regulations).

“Covered Facilities” shall mean the twelve (12) USA-branded service stations owned by the Tesoro Entities at 2014 Oro Dam Blvd, Oroville, California; 1021 South Street, Orland,

1 California; 960 North Imperial Avenue, El Centro, California; 200 N. 4th Street, El Centro,
2 California; 1002 Imperial Avenue, Calexico, California; 1302 South Imperial Avenue, El Centro,
3 California; 525 East 5th Street, Holtville, California; 305 Carmen Drive, Camarillo, California;
4 1790 East Pleasant Valley Road, Oxnard, California; 5040 Saviers Road, Oxnard, California;
5 1185 Hoff Way, Orland, California; and 1497 West Adams Road, El Centro, California. The
6 Tesoro Entities represent to the State Water Board that they acquired their interests in the
7 Covered Facilities on May 1, 2007 as a result of an agreement with USA Petroleum Corporation,
8 USA Gasoline Corporation, Palisades Gas and Wash, Inc. and USA San Diego LLC. Also, it is
9 the Parties' understanding that some and/or all of the assets and/or liabilities of USA Petroleum
10 Corporation, USA Gasoline Corporation, Palisades Gas and Wash, Inc. and/or USA San Diego
11 LLC are now held by Dansk Investment Group, Inc.

12
13
14 The "Complaint" is the Complaint that has been filed by the People of the State of
15 California, ex rel. State Water Resources Control Board concurrently with the lodging of this
16 Consent Judgment with the Court.

17 **2. JURISDICTION**

18 The Parties agree that the Superior Court of California, County of Ventura, has subject
19 matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties
20 to this Consent Judgment. The Superior Court of California, County of Ventura, shall retain
21 jurisdiction over this matter and the Parties for the purpose of interpreting and enforcing the terms
22 of this Consent Judgment, including the resolution of any dispute hereunder.

23
24 **3. PAYMENT FOR CIVIL PENALTIES AND INVESTIGATION AND**
25 **ENFORCEMENT COSTS**

26 On approval and entry of this Consent Judgment by the Court, the Tesoro Entities shall be
27 liable for a total of THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$325,000)
28 in civil penalties under the Health and Safety Code and the UST Regulations to be paid as set

1 forth in Paragraphs 3.1 and 3.2, below. All payments made pursuant to this Consent Judgment
2 shall be made by check and delivered to the Office of the California Attorney General, 300 South
3 Spring Street, Suite 1700, Los Angeles, California, 90013, attention Brian Hembacher, Deputy
4 Attorney General, for distribution by the California Attorney General pursuant to the terms of this
5 Consent Judgment. The Tesoro Entities shall send a photocopy of all payments made by check,
6 to the State Water Resources Control Board, 1001 I Street, 16th Floor, Sacramento, CA 95814,
7 attention David Boyers.
8

9 3.1. Penalties

10 Within thirty (30) days of entry of this Consent Judgment, the Tesoro Entities shall
11 collectively pay a total of TWO HUNDRED THIRTY-NINE THOUSAND DOLLARS
12 (\$239,000) as civil penalties to the State Water Board for violations of Chapter 6.7 of Division 20
13 of the Health and Safety Code and the UST Regulations. This payment shall be made by check,
14 payable to the State Water Board’s “State Water Pollution Cleanup and Abatement Account.”
15 These funds may be used by the State Water Board, at its discretion, to fund activities associated
16 with the investigation and/or enforcement of UST requirements, including those codified at
17 Chapter 6.7 of the California Health and Safety Code and the UST Regulations, and the
18 investigation and/or protection of the Underground Storage Tank Cleanup Fund. These activities
19 may include, but are not limited to, training State and local enforcement staff, hiring State
20 enforcement staff, expert witness support, and criminal investigation development and support.
21

22 3.2 Reimbursement of Costs of Investigation and Enforcement

23 Within thirty (30) days of entry of this Consent Judgment, the Tesoro Entities shall
24 collectively pay a total of EIGHTY-SIX THOUSAND DOLLARS (\$86,000) to the State Water
25 Board, regulatory agencies, and Western States Project for reimbursement of attorneys’ fees,
26 costs of investigation and other costs of enforcement to the Plaintiff. Payment shall be made by
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1 check in accordance with the terms in **Exhibit A**, attached hereto and incorporated herein by
2 reference as though fully set forth.

3 **4. INJUNCTIVE RELIEF**

4 Pursuant to the provisions of Health and Safety Code section 25299.01, but subject to the
5 termination Paragraph 16 below, upon approval and entry of this Consent Judgment by the Court,
6 the Tesoro Entities are enjoined to comply with Chapter 6.7 of Division 20 of the Health and
7 Safety Code and the UST Regulations pertaining to UST systems at the Covered Facilities.
8 Specifically, the Tesoro Entities are enjoined to comply with the following requirements at the
9 Covered Facilities:
10

11 4.1. The secondary containment of all USTs owned or operated by the Tesoro
12 Entities shall be constructed to prevent structural weakening as a result of contact with any
13 released hazardous substances, and also shall be capable of storing hazardous substances for the
14 maximum anticipated period of time necessary for the recovery of any released hazardous
15 substance, as required by Health and Safety Code sections 25290.1(c)(2), 25290.2(c)(2) and
16 25291(a)(2).
17

18 4.2. The Tesoro Entities shall ensure that any underground pressurized piping
19 associated with their USTs that conveys a hazardous substance shall be equipped with an
20 automatic line leak detector, as required by Health and Safety Code sections 25290.1(h),
21 25290.2(g), 25291(f), 25292(e) and Title 23, California Code of Regulations sections 2636(f)(2)
22 and 2643(c)(1).
23

24 4.3. For all USTs, the Tesoro Entities shall ensure that the UST monitoring
25 system is capable of detecting an unauthorized release from any portion of the underground
26 storage system at the earliest possible opportunity, as required by Health and Safety Code
27 sections 25290.1(d), 25290.2(d), 25291(b) and 25292(a) and Title 23, California Code
28

1 Regulations section 2630(d).

2 4.4. The Tesoro Entities shall equip and maintain all of their USTs with a spill
3 container and an overfill prevention system so that it will collect any hazardous substances spilled
4 during product delivery operations to prevent the hazardous substance from entering the
5 subsurface environment, as required by Title 23, California Code of Regulations section
6 2635(b)(1).
7

8 4.5. The Tesoro Entities shall maintain operating permits, updated monitoring
9 plans and accurate plot plans/site maps on-site at each service station that are consistent with the
10 UST monitoring systems and monitoring equipment employed at each location, as required by
11 Title 23, California Code of Regulations sections 2632(d), 2634(d), 2641(h) and 2712(i).
12

13 4.6. The Tesoro Entities shall perform cathodic protection testing every three
14 years for all of their USTs constructed of steel, as required by Title 23, California Code of
15 Regulations section 2635(a)(2).

16 4.7. The Tesoro Entities shall monitor their USTs so as to detect leaks at the
17 earliest possible opportunity as required by Title 23, California Code of Regulations sections
18 2630(d) and 2636(f).

19 4.8. The Tesoro Entities shall maintain accurate and current UST information
20 on its Unified Program forms at their service stations, as required by Health and Safety Code
21 section 25286(a) and Title 23, California Code of Regulation section 2711(a).
22

23 4.9. The Tesoro Entities shall ensure that all UST double wall systems are
24 equipped with continuous statistical leak detection or UST single wall systems are equipped with
25 quantitative release detection methods listed in, and as required by Health and Safety Code
26 sections 25290.1(d), 25290.2(d), 25291(b) and Title 23, California Code of Regulations section
27 2643(b).
28

1 4.10. The Tesoro Entities shall have a coatings expert or special inspector inspect
2 the lining of all steel USTs that have been retrofitted in compliance with Title 23, California Code
3 of Regulations 2662(c) within ten years of the retrofit, and every five years thereafter, as required
4 by Title 23, California Code of Regulations section 2663.

5 4.11. The Tesoro Entities shall keep all records required by Health and Safety
6 Code section 25293 and Title 23 California Code of Regulations 2712 and 2715 in the manner as
7 required by said provisions.
8

9 4.12. The Tesoro Entities shall maintain their USTs so that their primary and
10 secondary containment is “product tight,” as required by Health and Safety Code sections
11 25290.1(c), 25290.2(c) and 25291(a)(1).
12

13 4.13. The Tesoro Entities shall ensure that all monitoring equipment is
14 maintained every twelve months, as required by Title 23, California Code of Regulations section
15 2638.

16 4.14. The Tesoro Entities shall continuously or quantitatively monitor USTs to
17 ensure that the USTs are able to detect the entry of liquid or vapor phase of hazardous substances
18 from the primary into the secondary containment or water intrusion into the secondary
19 containment, as required by Health and Safety Code sections 25290.1(d), 25290.2(d) and
20 25291(b).
21

22 It is the Parties’ intent that nothing in Sections 4.1 through 4.14 shall require any of the
23 Tesoro Entities to undertake any duties, acts or responsibilities beyond what may otherwise be
24 required of the Tesoro Entities under the cited statute or regulation in the absence of this Consent
25 Judgment (*e.g.*, if a particular statute or regulation does not apply to any (or one) of the Tesoro
26 Entities in the absence of this Consent Judgment, nothing in this Consent Judgment shall be
27 interpreted to require the Tesoro Entity(ies) to otherwise comply with said statute or regulation).
28

1 **5. MATTERS COVERED BY THIS CONSENT JUDGMENT**

2 5.1. This Consent Judgment is a final and binding resolution and settlement of (i) all
3 claims, violations, penalties and causes of action alleged by the State Water Board in the
4 Complaint regarding the Covered Facilities, (ii) all claims, violations, penalties and causes of
5 action related to the Covered Facilities which could have been asserted by the State Water Board
6 based upon the acts, omissions and/or events that are alleged in the Complaint, as well as (iii) all
7 claims, violations, penalties and causes of action known to the State Water Board concerning the
8 underground storage tanks at the Covered Facilities and/or their maintenance and/or operation at
9 any time between March 1, 2005 and May 1, 2007 that could have been asserted by the State
10 Water Board. However, this Consent Judgment does not apply to any claims, actions or penalties
11 by the State Water Board based upon the actual release of any hazardous substances into the soil
12 and/or groundwater. Moreover, nothing in the Consent Judgment (including but not limited to
13 this Paragraph 5.1) shall be interpreted to bar any claim or cause of action by any of the Tesoro
14 Entities against any other person(s) and entity(ies) (including but not limited to USA Petroleum
15 Corporation, USA Gasoline Corporation, Palisades Gas and Wash, Inc., USA San Diego LLC,
16 and Dansk Investment Group, Inc.) for indemnity, contribution, breach of contract or any other
17 claim or cause of action based upon the allegations in the Complaint and/or this Consent
18 Judgment, excepting only the State Water Board, or any other state or local government agency.
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22 5.2 Except for the obligations of the Tesoro Entities expressly set forth in this Consent
23 Judgment, the State Water Board hereby covenants not to sue or pursue any civil or
24 administrative claims, actions or penalties against any of the Tesoro Entities, USA Petroleum
25 Corporation, USA Gasoline Corporation, Palisades Gas and Wash, Inc., USA San Diego LLC, or
26 Dansk Investment Group, Inc., any of their parents, subsidiaries, affiliates or related entities, nor
27 any officers, directors, shareholders, employees, representatives, contractors, subcontractors,
28

1 agents, successors or assigns of any of the foregoing, as well as any corporate successors-in-
2 interest to any of the foregoing, based upon, arising from or concerning, directly or indirectly, (i)
3 any of the acts, omissions and/or events alleged in the Complaint, or (ii) any violations at any
4 time between March 1, 2005 and May 1, 2007 of Chapter 6.7 of the Health and Safety Code or
5 Chapter 16 of Title 23, California Code of Regulations related to the underground storage tanks at
6 the Covered Facilities, provided, however, that said covenant not to sue or pursue claims, actions
7 or penalties shall not prevent any claims, actions or penalties by the State Water Board based
8 upon the actual release of any hazardous substances into the soil and/or groundwater.

10 5.3. Any claims, violations, or causes of action that are based on acts, omissions or
11 events occurring after the date of entry of the Consent Judgment in this matter, are not resolved,
12 settled or covered by this Consent Judgment.

13
14 **6. EFFECT OF JUDGMENT**

15 Except as expressly provided in this Consent Judgment or applicable statutory or common
16 law, nothing in this Consent Judgment is intended nor shall it be construed to preclude the State
17 Water Board from exercising its authority under any law, statute or regulation. The Tesoro
18 Entities retain all of their defenses and rights to the exercise of such authority.

19
20 **7. REGULATORY CHANGES**

21 Nothing in this Consent Judgment shall excuse the Tesoro Entities from complying with
22 any more stringent requirements that may be imposed by changes in applicable law. To the
23 extent any future regulatory or statutory changes make the obligations of the Tesoro Entities less
24 stringent than as provided for in Paragraph 4 of this Consent Judgment, any of the Tesoro Entities
25 may apply to this Court, upon noticed motion, for modification(s) of any of the obligations
26 contained in Paragraph 4 hereof.

27
28 **8. APPLICATION OF CONSENT JUDGMENT**

1 This Consent Judgment shall apply to and be binding upon the State Water Board, and
2 upon the Tesoro Entities.

3 **9. AUTHORITY TO ENTER CONSENT JUDGMENT**

4 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the
5 Party he or she represents to enter into this Consent Judgment, to execute it on behalf of the Party,
6 and legally to bind that Party.
7

8 **10. PAYMENT OF LITIGATION EXPENSES AND FEES**

9 Each of the Parties shall bear and pay their own fees and costs, including, but not limited
10 to, their attorney fees, expert witness fees, and costs and all other costs of litigation, investigation,
11 inspection, enforcement, prosecution and suit incurred to date, in and regarding this action,
12 although nothing in this Paragraph 10 is intended to abridge the allocation of the payments made
13 by the Tesoro Entities pursuant to Paragraph 3 hereof.
14

15 **11. COUNTERPART SIGNATURES**

16 This Consent Judgment may be executed by the Parties in counterpart.

17 **12. ENTRY OF JUDGMENT**

18 The Parties seek approval of this Consent Judgment and request that the Court make a
19 determination that the Consent Judgment is fair and in the public interest.
20

21 **13. INTEGRATION**

22 This Consent Judgment constitutes the whole agreement between the Parties and may not
23 be amended or modified except as provided for in the Consent Judgment.

24 **14. MODIFICATION OF CONSENT JUDGMENT**

25 This Consent Judgment may be amended or modified only on a notice motion by one of
26 the Parties with subsequent approval by the Court or upon written consent by the Parties and the
27 subsequent approval of the Court, or upon written consent by all of the Parties and the subsequent
28

1 approval of the Court.

2 **15. NON-ADMISSION OF LIABILITY**

3 None of the Tesoro Entities admits any allegation, finding, determination or conclusion
4 contained, alleged or asserted in the Complaint, and this Consent Judgment is not an admission by
5 the Tesoro Entities regarding any issue of law or fact alleged in the Complaint (and shall not be
6 construed as an admission by any of the Tesoro Entities regarding the same). Except as otherwise
7 expressly provided for in this Consent Judgment, nothing in this Consent Judgment shall
8 prejudice, waive or impair any right, remedy or defense that any of the Tesoro Entities have
9 against any person or entity not a Party to this Consent Judgment.
10

11 Furthermore, this Consent Judgment includes a covenant not to sue based upon the
12 maintenance and/or operation of the underground storage tanks at the Covered Facilities between
13 March 1, 2005 and May 1, 2007, and even though this Consent Judgment also includes a
14 covenant not to sue USA Petroleum Corporation, USA Gasoline Corporation, Palisades Gas and
15 Wash, Inc., USA San Diego LLC, or Dansk Investment Group, Inc., it is agreed and understood
16 that the Tesoro Entities also dispute their liability and responsibility for any acts, omissions and
17 events occurring at the Covered Facilities prior to May 1, 2007, and also dispute their liability and
18 responsibility for any acts and/or omissions by USA Petroleum Corporation, USA Gasoline
19 Corporation, Palisades Gas and Wash, Inc., USA San Diego LLC or Dansk Investment Group,
20 Inc., and by entering into this Consent Judgment the Tesoro Entities do not intend to make, and do
21 not make, any admission of liability or responsibility regarding the same.
22
23

24 **16. TERMINATION OF INJUNCTIVE RELIEF PROVISIONS**

25 At any time after this Consent Judgment has been in effect for five (5) years, any of the
26 Tesoro Entities may file a motion seeking to have the Court relieve the Tesoro Entities from any
27 further compliance with all and/or some of the injunctive relief provisions of Paragraph 4 hereof
28

1 based upon the Tesoro Entities' history of compliance with Paragraph 4. If the State Water Board
2 agrees that the Tesoro Entities have substantially complied with Paragraph 4 hereof, it will file a
3 statement of non-opposition to such motion.

4 **17. NOTICES**

5 All notices and submissions required by this Consent Judgment shall be sent to the
6 following via personal delivery, overnight mail using a reputable delivery courier, or United
7 States Postal Service mail, certified or registered mail, return receipt requested:
8

9 **For Plaintiff:**

10 Office of the California Attorney General
11 300 Spring Street, Suite 1702
12 Los Angeles, CA 90013
13 Attn: Brian Hembacher

14 **For the Tesoro Entities:**

15 Claude P. Moreau
16 Senior Vice President, Marketing
17 Tesoro Refining & Marketing Company
18 19100 Ridgewood Parkway
19 San Antonio, TX 78259

20 and to:

21 Tesoro Refining & Marketing Company
22 19100 Ridgewood Parkway
23 San Antonio, TX 78259
24 Attn: Vanessa A. Vail

25 Any Party may change the individual or address for purpose of notice to that Party by
26 written notice specifying the new individual or address, but no such change is effective until the
27 written notice is actually received by the Party sought to be charged with its contents.
28

18. MISCELLANEOUS

Except for any person or entity seeking the benefit of the covenant not to sue provisions in
Paragraph 5.2, and further excepting any corporate successor-in-interest to any Party hereof,
nothing in this Consent Judgment shall be construed to create any rights in (including but not

1 limited to the right to enforce this Consent Judgment), or grant any cause of action to, any person
2 or entity not a Party to this Consent Judgment. Except as may otherwise be provided for herein,
3 each of the Parties to this Consent Judgment expressly reserves, and this Consent Judgment is
4 without prejudice to, all rights, defenses, claims, remedies, demands and causes of action that
5 each Party may have with respect to any matter, transaction or occurrence relating in any way to
6 the subject matters hereof against any person or entity not a Party hereto.
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IT IS SO STIPULATED

**FOR THE CALIFORNIA STATE WATER
RESOURCES CONTROL BOARD:**

Dated:


By: David Boyers, Counsel for
California State Water Resources Control
Board

APPROVED AS TO FORM:


By: Brian Hembacher
Deputy Attorney General
California Attorney General's Office
Attorney for the California State Water
Resources Control Board


FOR TESORO COMPANIES, INC.:

Dated: October 18, 2011


By: D. Jeffrey Haffner
Authorized Signatory - Legal
Counsel for Tesoro Companies, Inc.

**FOR TESORO WEST COAST COMPANY,
LLC:**

Dated: October 18, 2011


By: D. Jeffrey Haffner
Authorized Signatory - Legal
Counsel for Tesoro West Coast Company,
LLC

IT IS SO ORDERED, ADJUDGED AND DECREED

REBECCA S. RILEY

Dated: 11.2, 2011

Judge of the Superior Court

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IT IS SO STIPULATED

FOR THE CALIFORNIA STATE WATER
RESOURCES CONTROL BOARD:

Dated: 10/20/11

David Boyers
By: David Boyers, Counsel for
California State Water Resources Control
Board

APPROVED AS TO FORM:

By: Brian Hembacher
Deputy Attorney General
California Attorney General's Office
Attorney for the California State Water
Resources Control Board

FOR TESORO COMPANIES, INC.:

Dated: October 18, 2011

By: D. Jeffrey Haffner
Authorized Signatory - Legal
Counsel for Tesoro Companies, Inc.

FOR TESORO WEST COAST COMPANY,
LLC:

Dated: October 18, 2011

By: D. Jeffrey Haffner
Authorized Signatory - Legal
Counsel for Tesoro West Coast Company,
LLC

IT IS SO ORDERED, ADJUDGED AND DECREED

Dated: _____, 2011

Judge of the Superior Court

EXHIBIT A – REIMBURSEMENT OF INVESTIGATION AND ENFORCEMENT COSTS

Payment Reference	Payment Due Date	Total Payment	Distribution
Paragraph 3.2	Within 30 days of entry of this Consent Judgment	\$70,000	<p><u>Payee:</u> State Water Resources Control Board – Underground Storage Tank Cleanup Fund.</p> <p><u>Tax I.D.:</u> 68-0281986</p> <p>Tendered to: Brian Hembacher Deputy Attorney General California Department of Justice Office of the Attorney General 300 South Spring Street Los Angeles, CA 90013</p>
Paragraph 3.2	Within 30 days of entry of this Consent Judgment	\$2,000	<p><u>Payee:</u> Butte County Environmental Health Department</p> <p><u>Tax I.D.:</u> 94-6000506</p> <p>Tendered to: Brian Hembacher Deputy Attorney General California Department of Justice Office of the Attorney General 300 South Spring Street Los Angeles, CA 90013</p>
Paragraph 3.2	Within 30 days of entry of this Consent Judgment	\$2,000	<p><u>Payee:</u> Glenn County Environmental Health Department</p> <p><u>Tax I.D.:</u> 94-6000691</p> <p>Tendered to: Brian Hembacher Deputy Attorney General California Department of Justice Office of the Attorney General 300 South Spring Street Los Angeles, CA 90013</p>
Paragraph 3.2	Within 30 days of entry of this Consent Judgment	\$6,000	<p><u>Payee:</u> Department of Toxic Substances Control, Certified Unified Program Agency for Imperial County</p> <p><u>Tax I.D.:</u> 68-0281381</p> <p>Tendered to: Brian Hembacher Deputy Attorney General California Department of Justice Office of the Attorney General 300 South Spring Street Los Angeles, CA 90013</p>

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Paragraph 3.2	Within 30 days of entry of this Consent Judgment	\$2,000	<u>Payee:</u> City of Oxnard Fire Department <u>Tax I.D.:</u> 6000756 Tendered to: Brian Hembacher Deputy Attorney General California Department of Justice Office of the Attorney General 300 South Spring Street Los Angeles, CA 90013
Paragraph 3.2	Within 30 days of entry of this Consent Judgment	\$2,000	<u>Payee:</u> Ventura County Environmental Health Department <u>Tax I.D.:</u> 95-6000944 Tendered to: Brian Hembacher Deputy Attorney General California Department of Justice Office of the Attorney General 300 South Spring Street Los Angeles, CA 90013
Paragraph 3.2	Within 30 days of entry of this Consent Judgment	\$2,000	<u>Payee:</u> Western States Project <u>Tax I.D.:</u> 86-6004791 Tendered to: Brian Hembacher Deputy Attorney General California Department of Justice Office of the Attorney General 300 South Spring Street Los Angeles, CA 90013

Total = \$86,000