

1 (Counsel listed on page ii)

2 UNITED STATES DISTRICT COURT  
3 EASTERN DISTRICT OF CALIFORNIA

No.: CIV S-92-1117 LKK GHH

4 PEOPLE OF THE STATE OF )  
5 CALIFORNIA ex rel. DOUGLAS )  
6 WHEELER, Secretary of The )  
7 Resources Agency; DEPARTMENT )  
8 OF FISH & GAME; REGIONAL WATER )  
9 QUALITY CONTROL BOARD, CENTRAL )  
10 VALLEY REGION; CALIFORNIA AIR )  
11 RESOURCES BOARD; DEPARTMENT )  
12 OF TOXIC SUBSTANCES CONTROL; )  
13 DEPARTMENT OF HEALTH SERVICES; )  
14 DANIEL E. LUNGREN, Attorney )  
15 General; and the UNITED )  
16 STATES OF AMERICA, )

CONSENT DECREE  
( with Amvac Chemical Corporation, American Vanguard Corporation )

11 Plaintiffs,

12 CALIFORNIA SPORTFISHING )  
13 PROTECTION ALLIANCE; UNITED )  
14 ANGLERS OF CALIFORNIA; FRIENDS )  
15 OF THE RIVER; SACRAMENTO RIVER )  
16 COUNCIL; SACRAMENTO RIVER )  
17 PRESERVATION TRUST; AND SIERRA )  
18 CLUB, )

Intervenors,

v.

19 SOUTHERN PACIFIC )  
20 TRANSPORTATION COMPANY, a )  
21 Delaware Corporation, et al., )

Defendants.

22 AND CONSOLIDATED ACTION )  
23 No. CIV-S-92-2090-WBS-GGH )  
24 )  
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28 )

MAR 4 1994



1 Reclamation and the U.S. Fish and Wildlife Service; and at the  
2 request of and on behalf of the Secretary of Agriculture (for the  
3 U.S. Forest Service); has filed suit against American Vanguard  
4 and Amvac for damages to natural resources and for response and  
5 restoration costs pursuant to 33 U.S.C. § 1311 et seq., and 42  
6 U.S.C. § 9601 et seq., and for common law ultra-hazardous  
7 activities.

8           WHEREAS, plaintiffs assert that Amvac produced the  
9 chemical metam sodium that was released with its breakdown  
10 products in the Spill and operated the derailed tank car GATX  
11 "19764" from which the metam sodium and its breakdown products  
12 were released.

13           WHEREAS, American Vanguard with its principal executive  
14 offices in Los Angeles, California, wholly owns Amvac.

15           WHEREAS, American Vanguard and Amvac have paid 2  
16 million dollars in settlement of class action claims in the  
17 Coordination Proceeding Special Title (Rule 1550(b)) "In Re  
18 Sacramento River Spill, Case I and II", Judicial Council  
19 Coordination Proceeding Nos. 2617 and 2620, coordinated in the  
20 San Francisco Superior Court, and whereas on August 28, 1992 an  
21 order was entered in that proceeding finding that the settlement  
22 was fair and reasonable and further finding that the settlement  
23 satisfied the "good faith standard" of California Code of Civil  
24 Procedure Section 877.6.

25           WHEREAS, the People of the State of California and the  
26 United States have considered the class action settlement and  
27 certain financial information concerning American Vanguard's and  
28 Amvac's business operations and have determined, based upon this

1 information, that the resulting settlement contributions made by  
2 American Vanguard and Amvac constitute a limited fund to which  
3 Plaintiffs should look to for compensation.

4 WHEREAS, the parties to this Consent Decree agree that  
5 settlement of the claims in this case against defendants American  
6 Vanguard and Amvac is in the public interest and is made in good  
7 faith and after arms-length negotiations, and that entry of this  
8 Consent Decree is the most appropriate means to resolve the  
9 matters covered herein.

10 WHEREAS, Amvac and American Vanguard have denied and  
11 continue to deny each and all of the claims and contentions  
12 alleged by the United States and the People of the State of  
13 California. Amvac and American Vanguard have expressly denied  
14 any wrongdoing or legal liability relating to the Spill but have  
15 entered into this decree for the purpose of avoiding the burden,  
16 expense and uncertainty of continuing litigation thereof, and for  
17 the purpose of putting to rest the controversies engendered  
18 thereby.

19 WHEREAS, the parties agree that neither this Consent  
20 Decree, nor any document referred to herein, nor any action taken  
21 to carry out the Consent Decree is, or may be construed as, or  
22 may be used as, an admission by or against Amvac and American  
23 Vanguard of any fault, wrongdoing or liability whatsoever in  
24 connection with the Spill or otherwise.

25 WHEREAS, the United States and the People of the State  
26 of California stipulate to the making and entry of this Consent  
27 Decree without any admission of law, fact, liability, or  
28 responsibility for any purpose other than for purposes of:

1 enforcement of the terms of this Consent Decree as to any  
2 allegation or matter arising out of the pleadings or otherwise.

3 IT IS THEREFORE AGREED BY AND BETWEEN THE UNITED  
4 STATES, THE PEOPLE OF THE STATE OF CALIFORNIA, AMERICAN VANGUARD,  
5 AND AMVAC, AND IS HEREBY ORDERED, ADJUDGED AND DECREED AS  
6 FOLLOWS:

7 I.

8 DEFINITIONS

9 The following definitions shall apply to this Consent  
10 Decree:

11 A. "Spill" refers to the July 14, 1991 derailment of  
12 a Southern Pacific Transportation Company freight train near  
13 Dunsmuir, California and the ensuing spill of metam sodium and  
14 its breakdown products.

15 B. "CERCLA" refers to the Comprehensive Environmental  
16 Response, Compensation, and Liability Act of 1980, 42 U.S.C.  
17 § 9601 et seq., as amended by the Superfund Amendments and  
18 Reauthorization Act of 1986, Public Law 99-499.

19 C. "Parties" means the signatories to this Consent  
20 Decree.

21 D. The "Effective Date" shall be the date when this  
22 Consent Decree is signed by the Court.

23 E. The term "days" shall mean calendar days.

24 F. Terms not otherwise defined herein shall have  
25 their ordinary meaning unless defined in Section 101 of CERCLA,  
26 42 U.S.C. § 9601, or the National Contingency Plan ("NCP"), 40  
27 C.F.R. Part 300, in which case the definition in CERCLA or the  
28 NCP shall control.

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II.

JURISDICTION

The complaint states a claim upon which relief may be granted. This Court has jurisdiction over the subject matter of this action and over the parties to this Consent Decree, pursuant to Section 113(b) of CERCLA, 42 U.S.C. § 9613(b), 28 U.S.C. §§ 1331 and 33 U.S.C. § 1321(n). Venue is proper in this court pursuant to Section 113(b) of CERCLA, 42 U.S.C. § 9613(b) and 33 U.S.C. § 1391. The Court also has personal jurisdiction over American Vanguard and Amvac, who, solely for purposes of this Consent Decree, waive all objections and defenses they may have to jurisdiction of this Court or to venue in this District and to service of process.

III.

PUBLIC INTEREST

The Court finds that entry of this Consent Decree is fair, reasonable, adequate, consistent with CERCLA and all other applicable laws, and in the public interest.

IV.

PARTIES BOUND

The provisions of this Consent Decree shall be binding on and inure to the benefit of the United States of America and the People of the State of California ex rel. Douglas Wheeler, Secretary of Resources, Department of Fish and Game, Regional Water Quality Control Board, Central Valley Region, California Air Resources Board, Department of Toxic Substances Control, Department of Health Services, and Daniel E. Lungren, Attorney General. It shall also be binding on and inure to the benefit of

1 Amvac and American Vanguard and on their officers, directors,  
2 agents, trustees, servants, employees, successors, assigns,  
3 attorneys, and all persons, firms, and corporations acting under  
4 the control or direction of the parties.

5 V.

6 PAYMENT AND OTHER CONSIDERATION

7 American Vanguard and Amvac shall be obligated to pay  
8 the sum of two million dollars (\$2,000,000) payable as follows:

9 A. \$2.0 million within thirty (30) days of the  
10 Effective Date of this Consent Decree, in payment for the matters  
11 addressed in this Consent Decree. The amount paid under this  
12 Paragraph and any interest accrued thereon shall be disbursed to  
13 the Federal and State Plaintiffs in the following manner; \$20,000  
14 to the United States and \$1,980,000 to the State of California.  
15 Upon disbursement to the United States, the Federal trustee shall  
16 pay its share into the Registry of the Court, United States  
17 District Court for the Eastern District of California, to be  
18 administered by the Registry of the Court for the Federal trustee  
19 until all claims alleged against Amvac and American Vanguard in  
20 this action are dismissed and all appeals relative to Amvac and  
21 American Vanguard are dismissed. The State shall deposit all  
22 monies disbursed to it pursuant to this Consent Decree in a  
23 special deposit account where such funds shall remain for 30  
24 days. Thereafter, such funds shall be transferred to the Fish  
25 and Game Preservation Fund. All interest accumulated by such  
26 funds while deposited in the special deposit account shall accrue  
27 to the benefit of that account and shall also be transferred to  
28 the Fish and Game Preservation Fund.

1           Should it be determined by a court of competent  
2 jurisdiction that this Consent Decree is not lawful and should  
3 not be entered, or is declared void pursuant to Part VI B of this  
4 Consent Decree, then 60 days after such determination or  
5 declaration of voidness becomes final, the State of California  
6 shall return the sum paid to it and all interest accrued thereon  
7 from the date of payment. Should such a determination be made,  
8 the Federal trustee shall request that the Court return to Amvac  
9 and American Vanguard the funds paid into the Registry of the  
10 Court by the Federal trustee and all interest accrued thereon  
11 from the date of deposit into the Registry.

12           B. Interest on the amount to be paid by Amvac and  
13 American Vanguard or the State of California hereunder, shall be  
14 payable at the rate established by the Department of the Treasury  
15 under 31 U.S.C. § 3717 and 4 C.F.R. § 102.13, plus 5%, if the  
16 payment is made more than fifteen (15) days after its due date.

17           C. 1. The payment to be made to the State of  
18 California pursuant to this Section shall be made by certified or  
19 bank check payable to the State of California, Department of Fish  
20 and Game. The check shall include on its face a statement that  
21 it is a payment in Civil Action No. S-92117 LKK GHH (Consolidated  
22 Actions), (E.D. Cal.), and shall be sent to the Director,  
23 Department of Fish and Game, 1416 9th Street, Sacramento,  
24 California 95814.

25           2. The payment to be made to the United States  
26 pursuant to this Section shall be made by certified or bank check  
27 payable to the Clerk of the Court, Registry Account, United  
28 States District Court for the Eastern District of California.

1 The check shall include on its face a statement that it is a  
2 payment in Civil Action No. S-921117 LKK GHH (Consolidated  
3 Actions), (E.D. Cal.), made for the benefit of the United States  
4 of America.

5 D. Amvac and American Vanguard shall mail copies of  
6 the checks representing payment of the amount required pursuant  
7 to this Section to: Chief, Environmental Enforcement Section,  
8 United States Department of Justice, P.O. Box 7611, Ben Franklin  
9 Station, Washington, D.C. 20044; the United States Attorney for  
10 the Eastern District of California; Regional Solicitor for the  
11 Department of the Interior; Regional Solicitor for the Department  
12 of Agriculture; and, the Assistant Attorney General for the  
13 Natural Resources Section, Office of the Attorney General, State  
14 of California, Sacramento, California.

15 E. The Registry of the Court shall administer the  
16 amount paid under this Section to the Federal trustee in an  
17 interest-bearing account ("Sacramento River Account") as provided  
18 in the Order Directing the Deposit of Damages Into the Registry  
19 of the Court ("Deposit Order") issued by this Court pursuant to  
20 Rule 67 of the Federal Rules of Civil Procedure, 28 U.S.C.  
21 § 2041, and Local Rule 150. The Deposit Order shall be attached  
22 to this Decree.

23 F. All funds and all interest accrued thereon in the  
24 Sacramento River Account shall be held in the name of the "Clerk,  
25 United States District Court," for the benefit of the United  
26 States. As provided for in paragraph V.A. above, upon  
27 application by the United States, monies in the registry account  
28 shall be disbursed for use by the federal trustee. All



1 V. above, is remitted, American Vanguard and Amvac shall continue  
2 to make available to the United States and the People of the  
3 State of California, upon reasonable request, any additional  
4 financial statements and records of American Vanguard or Amvac  
5 not already furnished to the United States or the People of the  
6 State of California, including, but not limited to, federal,  
7 state and local tax filings until close of the public comment  
8 period referred to in Section XII of this Consent Decree. The  
9 United States and the People of the State of California expressly  
10 condition their consent to this Consent Decree on the accuracy of  
11 the foregoing representations.

12 B. Should the United States and the State of  
13 California determine that either American Vanguard or Amvac have  
14 failed to comply with the certifications and requirements  
15 provided for above, the United States and the State of California  
16 may seek, upon written notice to American Vanguard and Amvac,  
17 pursuant to Federal Rule of Civil Procedure 60 to have a court of  
18 competent jurisdiction declare this Consent Decree void.

19 VII.

20 COVENANTS NOT TO SUE

21 A. Subject to the reservation of rights under Section  
22 VIII of this Consent Decree, upon payment by American Vanguard  
23 and Amvac of all amounts, including interest, required by this  
24 Consent Decree in Section V, the United States releases Amvac and  
25 American Vanguard and covenants not to sue or take any civil or  
26 administrative action against Amvac and American Vanguard for any  
27 and all past, present or future civil liability, except for  
28 breaches of the certifications in Section VI, arising from or

1 with regard to the Spill for reimbursement of response costs,  
2 health study costs, damages for injury to, destruction of, or  
3 loss of natural resources, including but not limited to the  
4 reasonable costs of assessing such injury, destruction, or loss  
5 resulting from the Spill, assessment of civil penalties, civil  
6 damages or other legal or equitable relief pursuant to CERCLA,  
7 the Clean Water Act, 33 U.S.C. § 1311 et seq., the Resource  
8 Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the  
9 Rivers and Harbors Act, 33 U.S.C. § 401 et seq., the Federal  
10 Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et  
11 seq., common law, and ultra-hazardous activities claims.

12           B. Subject to the reservation of rights under Section  
13 VIII of this Consent Decree, upon payment by American Vanguard  
14 and Amvac of the amounts, including interest, required by this  
15 Consent Decree in Section V, the People of the State of  
16 California release Amvac and American Vanguard and covenant not  
17 to sue or take any other civil, criminal or administrative action  
18 against Amvac and American Vanguard for any and all past,  
19 present, and future claims, demands, rights, causes of action,  
20 penalties, fines, response costs, health study costs, natural  
21 resource damages or any other criminal, civil or other legal or  
22 equitable relief arising from or relating to the Spill.

23           The State acknowledges that it is aware that it  
24 may hereafter discover facts in addition to or different from  
25 those which it now knows or believes to be true with respect to  
26 the Spill, its causes and effects, but nonetheless intends to  
27 fully, finally and forever settle all claims arising out of the  
28 Spill without regard to the subsequent discovery or existence of

1 such different or additional facts. The State relinquishes, to  
2 the fullest extent permitted by law, the provisions, rights and  
3 benefits of Section 1542 of the California Civil Code, which  
4 provides:

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

8 C. In consideration of the foregoing covenants not to  
9 sue and the other agreements contained in this Consent Decree,  
10 American Vanguard and Amvac covenant not to sue or commence any  
11 proceeding or exercise any off-set right against the United  
12 States or the People of the State of California or any agency,  
13 administrator, representative or employee thereof for any claim,  
14 counter-claim, cross-claim, cause of action or demand arising  
15 from or relating to the Spill respecting any liability of the  
16 United States and the State of California prior to the entry of  
17 the Consent Decree.

18 D. These releases and covenants not to sue shall  
19 extend to only the Parties, any subsidiary company, officers,  
20 directors, parents, principals, employees, agents, successors,  
21 and assigns.

## 22 VIII.

### 23 RESERVATION OF RIGHTS

24 A. Nothing in this Consent Decree is intended to be  
25 nor shall it be construed as a release or a covenant not to sue  
26 for (1) any claim or cause of action, administrative or judicial,  
27 at law or in equity, which the United States or the State of  
28 California may have against American Vanguard or Amvac for any

1 liability as a result of failure to comply with the terms of this  
2 Consent Decree, or (2) any and all criminal liability of American  
3 Vanguard or Amvac to the United States.

4 B. Nothing in this Consent Decree shall constitute or  
5 be construed as a release or a covenant not to sue regarding any  
6 claim or cause of action against any person, firm, trust, joint  
7 venture, partnership, corporation, or other entity other than  
8 those enumerated in Section VII D above for any liability it may  
9 have arising out of or relating to the Spill. American Vanguard  
10 and Amvac and the United States and the People of the State of  
11 California expressly reserve the right to sue or take any other  
12 action against any other person or entity.

13 IX.

14 EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

15 A. Plaintiffs acknowledge and agree and the Court  
16 hereby finds that the payments to be made and the injunctive  
17 relief to be undertaken pursuant to paragraph 9 of Exhibit A of  
18 this Consent Decree represent a good faith settlement and  
19 compromise of disputed claims and that the settlement represents  
20 a fair, reasonable and equitable discharge of liability for the  
21 matters addressed in this Consent Decree.

22 B. The purpose of this Consent Decree is to settle and  
23 resolve any and all state criminal and state and federal civil  
24 and administrative claims, rights, demands, causes of action  
25 against, or liability of American Vanguard or Amvac arising from,  
26 based upon, or relating to the Spill, identified in Section VII,  
27 except as explicitly reserved in Section VIII. All such claims,  
28 demands, causes of action and liability, are addressed and

1 covered by the settlement set forth in this Consent Decree.

2 C. Amvac and American Vanguard are entitled to the  
3 protection from contribution actions or claims provided by CERCLA  
4 Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for response costs,  
5 health study costs, and natural resource damages as addressed in  
6 this Consent Decree.

7 X.

8 NO ADMISSION OF LIABILITY

9 Except as expressly admitted herein in Section II, this  
10 Consent Decree shall not be considered an admission of law, fact,  
11 liability or responsibility by American Vanguard or Amvac for any  
12 purpose other than the enforcement of this Consent Decree nor  
13 shall a payment of any sum of money pursuant to this Consent  
14 Decree constitute an admission of liability.

15 XI.

16 MODIFICATIONS

17 There shall be no modification of this Consent Decree,  
18 including modifications deemed necessary to the United States or  
19 the People of the State of California as a result of public  
20 notice and comment, without written agreement of all parties to  
21 the Consent Decree and the Court.

22 XII.

23 PUBLIC COMMENT

24 The parties agree that final approval by the United  
25 States and the People of the State of California and entry of  
26 this Consent Decree will be subject to an opportunity for public  
27 comment and consideration of any comments received pursuant to 28  
28 C.F.R. § 50.7. Having executed this Consent Decree, American

1 Vanguard and Amvac are bound by this Consent Decree unless and  
2 until final approval is denied by the United States and the  
3 People of the State of California or the Court.

4 XIII.

5 CONTINUING JURISDICTION OF THIS COURT

6 The Court shall retain jurisdiction to enforce the  
7 terms and conditions of the Consent Decree and to resolve  
8 disputes arising hereunder as may be necessary or appropriate for  
9 the construction or execution of this Consent Decree.

10 XIV.

11 AUTHORIZED REPRESENTATIVE

12 Each undersigned representative of the State of  
13 California, American Vanguard, Amvac, and the Acting Assistant  
14 Attorney General for the United States Department of Justice  
15 certifies that he or she is fully authorized to enter into the  
16 terms and conditions of the Consent Decree and to legally execute  
17 and bind that party to this Consent Decree.

18 XV.

19 TERMINATION

20 After American Vanguard and Amvac have remitted payment  
21 in full satisfaction of the obligations imposed by the provisions  
22 of Section V of this Consent Decree, this action and all claims  
23 asserted against American Vanguard and Amvac by the United States  
24 or the People of the State of California with respect to the  
25 Spill shall be dismissed with prejudice except for the continuing  
26 obligation imposed pursuant to Section V. G. and except for the  
27 ability of the United States and the State of California to void  
28 this Consent Decree pursuant to Section VI. B. Each party shall

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be required to bear the costs incurred by it in connection with  
this action.

APPROVED AS TO FORM BY:

SIDLEY & AUSTIN

Howard Gest  
JAMES HARRIS  
HOWARD GEST  
RONIE SCHMELZ

Attorneys for Defendants Amvac  
Chemical Corporation and American  
Vanguard Corporation

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DANIEL E. LUNGREN  
Attorney General for the  
State of California  
WALTER E. WUNDERLICH  
Assistant Attorney-General

  
EDNA WALZ  
CARL A. BAIER  
Deputy Attorneys General

Attorneys for the People of the  
State of California, ex rel.  
Douglas Wheeler, Secretary of  
Resources, Department of Fish and  
Game, Regional Water Quality  
Control Board, Central Valley  
Region, Air Resources Board,  
Department of Toxic Substances  
Control, Department of Health  
Services, Daniel E. Lungren,  
Attorney General

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LOIS J. SCHIFFER  
Acting Assistant Attorney General  
Environment & Natural Resources  
Division

3/11/94

*(by telephone authorization)*  
Ed Brennan for  
JON A. MUELLER  
United States Department of Justice  
Environmental Enforcement Section

CHARLES J. STEVENS  
United States Attorney  
for the Eastern District of  
California

3/11/94

Ed Brennan  
EDMUND BRENNAN  
Assistant United States Attorney

Attorneys for the United States of  
America\*

\*For the initial submission, the signatures of attorneys for the United States do not bind the United States and merely represent that they will recommend approval of this Consent Decree to the Acting Assistant Attorney General.

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SIGNATURES OF PARTIES:

FOR THE UNITED STATES

Dated: \_\_\_\_\_

\_\_\_\_\_  
SCOTT FULTON  
Assistant Administrator  
for Office of Enforcement  
United States Environmental  
Protection Agency

Dated: \_\_\_\_\_

\_\_\_\_\_  
FELICIA MARCUS  
Regional Administrator  
U.S. EPA Region IX

Dated: \_\_\_\_\_

\_\_\_\_\_  
Regional Solicitor  
Department of the Interior

Dated: \_\_\_\_\_

\_\_\_\_\_  
Regional Solicitor  
Department of Agriculture

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Dated: \_\_\_\_\_

\_\_\_\_\_  
LOIS J. SCHIFFER  
Acting Assistant Attorney General  
Environment & Natural Resources  
Division

\_\_\_\_\_  
JON A. MUELLER  
U.S. Department of Justice  
Environment and Natural Resources  
Division  
Environmental Enforcement Section  
P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044  
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CHARLES J. STEVENS  
United States Attorney  
for the Eastern District of  
California

\_\_\_\_\_  
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Attorneys for the United States of  
America

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DOUGLAS WHEELER, CALIFORNIA SECRETARY OF RESOURCES

By: *Douglas Wheeler*

CALIFORNIA DEPARTMENT OF FISH & GAME

By: \_\_\_\_\_

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
CENTRAL VALLEY REGION

By: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL

By: \_\_\_\_\_

CALIFORNIA AIR RESOURCES BOARD

By: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF HEALTH SERVICES

By: \_\_\_\_\_

DANIEL E. LUNGREN,  
CALIFORNIA ATTORNEY GENERAL

By: \_\_\_\_\_

UNITED STATES DEPARTMENT OF INTERIOR

By: \_\_\_\_\_

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

By: \_\_\_\_\_

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DOUGLAS WHEELER, CALIFORNIA SECRETARY  
OF RESOURCES

By: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF FISH & GAME

By: \_\_\_\_\_

CALIFORNIA REGIONAL WATER QUALITY  
CONTROL BOARD  
CENTRAL VALLEY REGION

By: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF TOXIC  
SUBSTANCES CONTROL

By: *John Carter*

CALIFORNIA AIR RESOURCES BOARD

By: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF HEALTH  
SERVICES

By: \_\_\_\_\_

DANIEL E. LUNGREN,  
CALIFORNIA ATTORNEY GENERAL

By: \_\_\_\_\_

UNITED STATES DEPARTMENT OF INTERIOR

By: \_\_\_\_\_

UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY

By: \_\_\_\_\_

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DOUGLAS WHEELER, CALIFORNIA SECRETARY  
OF RESOURCES

By: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF FISH & GAME

By: \_\_\_\_\_

CALIFORNIA REGIONAL WATER QUALITY  
CONTROL BOARD  
CENTRAL VALLEY REGION

By: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF TOXIC  
SUBSTANCES CONTROL

By: \_\_\_\_\_

CALIFORNIA AIR RESOURCES BOARD

By: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF HEALTH  
SERVICES

By: \_\_\_\_\_

DANIEL E. LUNGREN,  
CALIFORNIA ATTORNEY GENERAL

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DOUGLAS WHEELER, CALIFORNIA SECRETARY  
OF RESOURCES

By: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF FISH & GAME

By: \_\_\_\_\_

CALIFORNIA REGIONAL WATER QUALITY  
CONTROL BOARD  
CENTRAL VALLEY REGION

By: William H. Crank

CALIFORNIA DEPARTMENT OF TOXIC  
SUBSTANCES CONTROL

By: \_\_\_\_\_

CALIFORNIA AIR RESOURCES BOARD

By: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF HEALTH  
SERVICES

By: \_\_\_\_\_

DANIEL E. LUNGREN,  
CALIFORNIA ATTORNEY GENERAL

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UNITED STATES DEPARTMENT OF INTERIOR

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DOUGLAS WHEELER, CALIFORNIA SECRETARY  
OF RESOURCES

By: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF FISH & GAME

By: \_\_\_\_\_

CALIFORNIA REGIONAL WATER QUALITY  
CONTROL BOARD  
CENTRAL VALLEY REGION

By: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF TOXIC  
SUBSTANCES CONTROL

By: \_\_\_\_\_

CALIFORNIA AIR RESOURCES BOARD

By: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF HEALTH  
SERVICES



By: Deputy Director and Chief Counsel

DANIEL E. LUNGREN,  
CALIFORNIA ATTORNEY GENERAL

By: \_\_\_\_\_

UNITED STATES DEPARTMENT OF INTERIOR

By: \_\_\_\_\_

UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY

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DOUGLAS WHEELER, CALIFORNIA SECRETARY  
OF RESOURCES

By: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF FISH & GAME

By: \_\_\_\_\_

CALIFORNIA REGIONAL WATER QUALITY  
CONTROL BOARD  
CENTRAL VALLEY REGION

By: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF TOXIC  
SUBSTANCES CONTROL

By: William F. Smith

CALIFORNIA AIR RESOURCES BOARD

By: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF HEALTH  
SERVICES

By: \_\_\_\_\_

DANIEL E. LUNGREN,  
CALIFORNIA ATTORNEY GENERAL

By: \_\_\_\_\_

UNITED STATES DEPARTMENT OF INTERIOR

By: \_\_\_\_\_

UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY

By: \_\_\_\_\_

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FOR THE STATE OF CALIFORNIA:

DOUGLAS WHEELER, CALIFORNIA  
SECRETARY OF RESOURCES

By: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF FISH & GAME

By: \_\_\_\_\_

CALIFORNIA REGIONAL WATER QUALITY  
CONTROL BOARD, CENTRAL VALLEY REGION

By: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF TOXIC  
SUBSTANCES CONTROL

By: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF HEALTH SERVICES

By: \_\_\_\_\_

DANIEL E. LUNGREN,  
CALIFORNIA ATTORNEY GENERAL

By: *Daniel E. Lungren*

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AMERICAN VANGUARD AND AMVAC:

By: Herbert A. Smith

By: Herbert A. Smith