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10 Los Angeles, California 90012
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11 Attorneys for Plaintiff United States
12
13

14 IN THE UNITED STATES DISTRICT COURT
15 FOR THE CENTRAL DISTRICT OF CALIFORNIA

16 UNITED STATES OF AMERICA,)
17 Plaintiff,) CIV. NO.
18 a.)
19 SHELL OIL COMPANY, et al.,)
20)
21 Defendants.)

22
23 **CHARNOCK SUB-BASIN MTBE CONTAMINATION SITE**

24 **CONSENT DECREE**
25
26
27
28

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I. BACKGROUND 1

II. JURISDICTION 2

III. PARTIES BOUND 3

IV. DEFINITIONS 3

V. PAYMENT OF RESPONSE COSTS AND OTHER REQUIREMENTS 7

VI. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE . . 8

VII. COVENANT NOT TO SUE BY PLAINTIFF 10

VIII. COVENANT NOT TO SUE BY SETTLING DEFENDANTS 12

IX. EFFECT OF SETTLEMENT 13

X. RETENTION OF RECORDS 14

XI. NOTICES AND SUBMISSIONS 16

XII. RETENTION OF JURISDICTION 18

XIII. INTEGRATION/APPENDICES 18

XIV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT 19

XV. EFFECTIVE DATE 19

XVI. SIGNATORIES/SERVICE 19

XVII. FINAL JUDGMENT 20

APPENDICES

Appendix A - Charnock Sub-Basin Investigation Area

Appendix B - Order for Preservation of Records, filed March 13, 2001, In re Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation (Master Docket No. 1:00-1898 (SAS), Southern District of New York.

1 **I. BACKGROUND**

2 A. Whereas the United States of America ("United States"),
3 on behalf of the Administrator of the United States Environmental
4 Protection Agency ("EPA") filed a complaint ("Complaint") in this
5 matter against Settling Defendants, as defined in Section IV of
6 this Consent Decree, pursuant to Section 9003(h)(6) of the
7 Resource Conservation and Recovery Act ("RCRA") (also referred to
8 as the Solid Waste Disposal Act), as amended, 42 U.S.C. §
9 6991b(h)(6));

10 B. Whereas the Complaint seeks reimbursement of Response
11 Costs incurred and to be incurred for Response Actions taken at
12 or in connection with the release or threatened release of methyl
13 tertiary-butyl ether ("MTBE") and other gasoline constituent
14 contamination into soil and groundwater at the Charnock Sub-Basin
15 MTBE Contamination Site in the City and County of Los Angeles,
16 California (hereinafter "the Site"), and other relief;

17 C. Whereas the Settling Defendants have signed a Settlement
18 Agreement with the City of Santa Monica, approved by the Superior
19 Court of Orange County, California on December 17, 2003
20 ("Treatment Plant SA"), committing to provide replacement water,
21 and to fund construction, operation and maintenance of a
22 treatment plant that will provide drinking water and over time
23 remediate the Regional Contamination associated with the Site;

24 D. Whereas EPA, in consultation with the California
25 Regional Water Quality Control Board, Los Angeles Region
26 ("Regional Board"), has determined that the treatment plant and
27

1 parameters provided for in the Treatment Plant SA constitute a
2 protective response to the remaining Regional Contamination;

3 E. Whereas the Settling Defendants, as defined in Section
4 IV of this Consent Decree, do not admit any liability to
5 Plaintiff, or to any other person, arising out of the
6 transactions or occurrences alleged in the Complaint;

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

13 THEREFORE, with the consent of the Settling Defendants, it
14 is ORDERED, ADJUDGED, AND DECREED:

15
16 **II. JURISDICTION**

17 1. This Court has jurisdiction over the subject matter of
18 this action pursuant to 28 U.S.C. §§ 1331 and 1345 and Section
19 9003(h)(6) of RCRA, 42. U.S.C. § 6991b(h)(6). This Court also
20 has personal jurisdiction over Settling Defendants. Settling
21 Defendants consent to and shall not challenge entry of this
22 Consent Decree or this Court's jurisdiction to enter and enforce
23 this Consent Decree.

1 by the Agencies in order to locate the sources of the MTBE
2 contamination at the City of Santa Monica's Charnock Wellfield.
3 See Appendix A.

4 d. "City" shall mean the City of Santa Monica, a city and a
5 water purveyor.

6 e. "Consent Decree" shall mean this Consent Decree and all
7 appendices attached hereto. In the event of conflict between
8 this Consent Decree and any Appendix, this Consent Decree shall
9 control.

10 f. "Days" shall mean calendar days, unless otherwise
11 specified. In computing any period of time under this Consent
12 Decree, where the last day would fall on a Saturday, Sunday, or
13 federal holiday, the period shall run until the close of business
14 of the next working day.

15 g. "DOJ" shall mean the United States Department of Justice
16 and any successor departments, agencies or instrumentalities.

17 h. "EPA" shall mean the United States Environmental
18 Protection Agency and any successor departments, agencies or
19 instrumentalities.

20 i. "Future Response Costs" shall mean Response Costs
21 incurred beginning on the day after this Consent Decree is
22 lodged.

23 j. "Groundwater" shall mean the subsurface water that fills
24 available openings in rock and/or soil materials such that they
25 may be considered saturated.

1 k. "Interest Rate" shall mean the annual rate established
2 by the Secretary of the Treasury pursuant to 31 U.S.C. Section
3 1317.

4 l. "Methyl Tertiary-Butyl Ether" or "MTBE" shall mean the
5 chemical whose CAS registry number is 1634-04-4, together with
6 its breakdown products, including but not limited to tertiary
7 butyl alcohol ("TBA").

8 m. "Paragraph" shall mean a portion of this Consent Decree
9 identified by an arabic numeral or an upper or lower case letter.

10 n. "Parties" shall mean the United States and the Settling
11 Defendants.

12 o. "Past Response Costs" shall mean costs expended by the
13 United States on Response Actions with respect to the Site from
14 1996 through the date of lodging of this Consent Decree.

15 p. "Plaintiff" shall mean the United States.

16 q. "RCRA" shall mean the Resource Conservation and Recovery
17 Act (also referred to as the Solid Waste Disposal Act), as
18 amended, 42 U.S.C. § 6901 et seq.

19 r. "Regional Board" shall mean the California Regional
20 Water Quality Control Board, Los Angeles Region.

21 s. "Regional Contamination" shall mean the MTBE and other
22 gasoline constituent contamination that has spread beyond Source
23 Sites into the sub-surface water-bearing zone that supplies
24 drinking water to the Charnock Well Field when the Charnock Well
25 Field is active and operational.

1 t. "Release(s)" shall mean discharge(s) or disposal as those
2 terms are used in RCRA.

3 u. "Response Actions" shall mean all the activities, including
4 taking and supervising cleanup and abatement actions, that have been
5 and will be determined by the Agencies to be necessary to address the
6 MTBE and other gasoline constituent contamination of the Charnock
7 Sub-Basin Investigation Area, as well as the obligations required to
8 be performed by the Settling Defendants pursuant to the Treatment
9 Plant SA.

10 v. "Response Costs" shall mean all costs, including but not
11 limited to direct and indirect costs, that the United States has
12 incurred or paid or will incur or pay at or in connection with the
13 Site, plus accrued Interest on all such costs.

14 w. "Responsible Parties" shall mean all parties with
15 responsibility for the Charnock Sub-Basin MTBE and other gasoline
16 constituent contamination.

17 x. "Section" shall mean a portion of this Consent Decree
18 identified by a Roman numeral.

19 y. "Settling Defendants" shall mean the following entities:
20 Shell Oil Company, Shell Oil Products Company LLC (as successor in
21 interest to Shell Oil Products Company), Equilon Enterprises LLC,
22 Shell Pipeline Company LP (for itself and as successor in interest to
23 Equilon Pipeline Company), TMR Company (formerly know as Texaco
24 Refining & Marketing Company), ChevronTexaco Corporation, Chevron USA
25 Inc., Exxon Mobil Corporation, Mobil Oil Corporation, ExxonMobil Oil
26 Corporation, Thrifty Oil Co. and Best California Gas, Ltd.

1 z. "Site" shall mean those areas within the Charnock Sub-
2 Basin Investigation Area that have been impacted by the release
3 or threatened release of MTBE and other gasoline constituent
4 contamination, consisting of both the Source Sites and the
5 Regional Contamination, as defined in this Consent Decree.

6 aa. "Source Sites" or "Source Site Facilities" shall mean
7 the individual service station properties within the Charnock
8 Sub-Basin Investigation Area from which MTBE and other gasoline
9 constituent contamination have been released and those areas in
10 close proximity to these service stations to which this
11 contamination has spread.

12 ab. "State" shall mean the State of California, including
13 its departments, agencies and instrumentalities.

14 ac. "Treatment Plant Settlement Agreement" shall mean the
15 settlement agreement between the City of Santa Monica and the
16 Settling Defendants filed with the Orange County Superior Court
17 of California on December 17, 2003 in City of Santa Monica v.
18 Shell Oil Company, et al., Civ. No. 01-CC-04331.

19 ad. "United States" shall mean the United States of
20 America, including its departments, agencies and
21 instrumentalities.

22
23 **V. PAYMENT OF RESPONSE COSTS AND OTHER REQUIREMENTS**

24 **4. Payment of Response Costs and Other Requirements.**

25 a. Within 30 (thirty) days of this Consent Decree,
26 Settling Defendants shall pay in Past Response Costs \$1,500,000
27

1 (one million, five hundred thousand dollars), in accordance with
2 this Section V and payment instructions that will be provided to
3 Settling Defendants no later than 30 days after lodging of this
4 Consent Decree.

5 b. Defendants' payment(s) shall reference both the
6 name and civil number of this case, as well as the precise name
7 of each of the Settling Defendants. If any payment is received
8 after 5:00 p.m. Pacific (Standard or Daylight) Time, it shall be
9 credited on the next business day.

10 c. In addition to the payment of Past Response Costs,
11 as described above, Settling Defendants must comply with all
12 other requirements of this Consent Decree.

13
14 **VI. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE**

15 5. Interest on Late Payment. In the event that the payment
16 required by Section V (Payment of Response Costs and Other
17 Requirements) or any payment required by Section VI, Paragraph 6
18 (Stipulated Penalty), is not received when due, Interest shall
19 continue to accrue on the unpaid balance through the date of
20 payment.

21 6. Stipulated Penalty

22 a. If the payment required by Paragraph 4.a of this
23 Consent Decree is not paid in accordance with this Consent
24 Decree, Settling Defendants shall pay to the United States as a
25 stipulated penalty, in addition to the applicable Interest,
26
27

1 9. The obligations of Settling Defendants under this Consent
2 Decree to pay Past Response Costs are joint and several. In the
3 event of the failure of any one or more of the Settling
4 Defendants to meet the payment obligation of Paragraph 4, the
5 remaining Settling Defendants shall be responsible for such
6 payment. This Consent Decree shall not enlarge or diminish the
7 obligations of the Settling Defendants under the Treatment Plant
8 SA.

9 10. Notwithstanding any other provision of this Section,
10 the United States may, in its unreviewable discretion, waive
11 payment of any portion of any stipulated penalties that have
12 accrued pursuant to this Consent Decree.

13
14 **VII. COVENANT NOT TO SUE BY PLAINTIFFS**

15 11. Covenant Not to Sue by United States

16 a. Covenant Not to Sue by United States to Settling
17 Defendants for Past Response Costs. Except as specifically
18 provided in Paragraph 12 (Reservation of Rights by United
19 States), the United States covenants not to sue or take
20 administrative action against Settling Defendants pursuant to the
21 Section 9003(h)(6) of the Resource, Conservation and Recovery Act
22 ("RCRA"), 42 U.S.C. § 6991b(h)(6), with respect to the Past
23 Response Costs at the Site. This covenant not to sue shall take
24 effect upon receipt by the United States of the payment required
25 by Paragraph 4.a (Payment of Response Costs), including any
26 Interest and any Stipulated Penalty amounts. This covenant not

1 to sue extends only to Settling Defendants and does not extend to
2 any other person.

3 12. Reservation of Rights by United States

4 a. Reservation of Rights by United States Against
5 Settling Defendants. The covenants not to sue set forth in
6 Paragraph 11 do not pertain to any matters other than those
7 expressly specified therein. Notwithstanding any other provision
8 of this Consent Decree, the United States reserves, and this
9 Consent Decree is without prejudice to, all rights against
10 Settling Defendants, with respect to all other matters, including
11 but not limited to:

12 i. liability for failure to meet a requirement of
13 this Consent Decree;

14 ii. liability for releases of MTBE and other
15 gasoline constituent contamination after the date of lodging of
16 this Consent Decree;

17 iii. liability arising from any past, present, or
18 future treatment, storage, handling, transportation, or disposal,
19 of a solid waste or a hazardous waste, pollutant or contaminant
20 outside the Charnock Sub-Basin Investigation Area,

21 iv. liability for Future Response Costs;

22 v. criminal liability; and

23 vi. the authority of EPA to take or require
24 Response Actions with respect to Source Site Facilities in the
25 Charnock Sub-Basin.

1
2 **VIII. COVENANT NOT TO SUE BY SETTLING DEFENDANTS**

3 13. Settling Defendants covenant not to sue and agree not
4 to assert any claims or causes of action against the United
5 States, or its contractors or employees, with respect to Response
6 Costs, Response Actions, the Site, or this Consent Decree,
7 including but not limited to:

8 a. any direct or indirect claim for reimbursement
9 under any provision of law;

10 b. any claim arising out of Response Actions at the
11 Site;

12 c. any claim against the United States relating to
13 Response Costs or the Site;

14 d. any claim relating to the Equal Access to Justice
15 Act; and

16 e. any claim asserting a "taking" or similar claim.

17 14. Except as set forth in this Section, the Settling
18 Defendants reserve, and this Consent Decree is without prejudice
19 to the Settling Defendants' rights to assert all available
20 denials or defenses against any party in any future action,
21 lawsuit or administrative proceeding brought against any of them
22 relating in any way to the Site. Nothing in this Consent Decree
23 shall be deemed to admit or imply the existence of any element of
24 any claim or of any liability of any Settling Defendant under
25 civil or criminal law, including without limitations all rights
26 of action reserved by the United States hereunder. Nothing in
27

1 paragraph 13 shall be construed to bar Settling Defendants from
2 pleading the Consent Decree, including but not limited to the
3 Covenants not to Sue in Paragraph 11, as a defense to any action
4 filed by the United States.

5
6 **IX. EFFECT OF SETTLEMENT**

7 15. Nothing in this Consent Decree shall be construed to
8 create any rights in, or grant any cause of action to, any person
9 not a Party to this Consent Decree. Except as otherwise provided
10 in this Consent Decree, each of the Parties expressly reserves
11 any and all rights (including, but not limited to, any right to
12 contribution), defenses, claims, demands, and causes of action
13 that each Party may have with respect to any matter, transaction,
14 or occurrence relating in any way to the Site against any person
15 not a Party hereto.

16 16. The matters addressed in this Consent Decree are all
17 Past Response Costs incurred, at or in connection with the
18 Regional Contamination and Source Site contamination at the Site,
19 by the United States. The matters addressed in this Consent
20 Decree do not include those Response Costs, Response Actions and
21 other items as to which the United States has reserved its rights
22 under this Consent Decree.

23 17. In any subsequent administrative or judicial proceeding
24 initiated by the United States for injunctive relief, recovery of
25 Response Costs, or other relief relating to the Site, Settling
26 Defendants shall not assert, and may not maintain, any defense or
27

1 claim based upon the principles of waiver, res judicata,
2 collateral estoppel, issue preclusion, claim-splitting, or other
3 defenses based upon any contention that the claims raised by the
4 United States in the subsequent proceeding were or should have
5 been brought in the instant case; provided, however, that nothing
6 in this Paragraph affects the enforceability of the Covenant Not
7 to Sue by Plaintiff set forth in Section VII.

8
9 **X. RETENTION OF RECORDS**

10 18. Until ten (10) years after the entry of this Consent
11 Decree, each Settling Defendant shall preserve and retain all
12 physical and electronic records and documents now in its
13 possession or control, or which come into its possession or
14 control, that relate in any manner to Response Actions taken at
15 the Site or the liability of any person for Response Actions
16 conducted and to be conducted at the Site, regardless of any
17 corporate, organizational, or individual retention policy to the
18 contrary.

19 With respect to electronic records, each Settling Defendants
20 may elect to comply with the record retention provision of this
21 Consent Decree by complying with the "Order for Preservation of
22 Records" filed March 13, 2001 in In re Methyl Tertiary Butyl
23 Ether ("MTBE") Products Liability Litigation (Master Docket No.
24 1:00-1898 (SAS), Southern District of New York)("MDL 1358"),
25 provided as Appendix B, and any future modifications of that
26 order. Such compliance shall be deemed compliance with retention
27

1 20. All costs of document storage and transfer shall be
2 paid by Settling Defendants.

3
4 **XI. NOTICES AND SUBMISSIONS**

5 21. Whenever, under the terms of this Consent Decree,
6 notice is required to be given or a document is required to be
7 sent by one party to another, it shall be directed to the
8 individuals at the addresses specified below, unless those
9 individuals or their successors give notice of a change to the
10 other Parties in writing. Written notice as specified herein
11 shall constitute complete satisfaction of any written notice
12 requirement of the Consent Decree with respect to the United
13 States, EPA, DOJ, the State and Settling Defendants,
14 respectively.

15 As to the United States:

16 As to DOJ:

17 Chief
18 Environmental Enforcement Section
19 Environment and Natural Resources Division
20 U.S. Department of Justice
21 P. O. Box 7611
22 Washington, D.C. 20046-7611

23 As to EPA:

24 Laurie Williams (ORC-3)
25 Assistant Regional Counsel
26 Office of Regional Counsel, ORC-3
27 75 Hawthorne St.
28 San Francisco, CA 94105

1 As to the State:

2 Marilyn Levin
3 California Department of Justice
4 Office of the Attorney General
5 300 S. Spring Street, Suite 500
6 Los Angeles, CA 90013

7 As to the Regional Board:

8 Robert Sams
9 California Regional Water Quality Control Board,
10 Los Angeles Region
11 320 West 4th Street, Suite 200
12 Los Angeles, CA 90013

13 and

14 Jonathan Bishop, Executive Officer
15 California Regional Water Quality Control Board,
16 Los Angeles Region
17 320 West 4th Street, Suite 200
18 Los Angeles, CA 90013

19 As to Settling Defendants:

20 Tom Kearns
21 Senior Counsel
22 Shell Oil Company
23 P. O. Box 2463
24 Houston, TX 77002

25 Paul R. Truebenbach
26 ChevronTexaco Corporation
27 6101 Bollinger Canyon Road
28 San Ramon. CA 94583

Assistant General Counsel, Litigation
Attention: John Tully
Exxon Mobil Corporation
800 Bell St.
Houston, Texas 77002

Mark Gilmartin, Esq.
Counsel for Thrifty Oil Co.
and Best California Gas, Ltd.
233 Wilshire Blvd., Suite 350
Santa Monica, CA 90401

26

27

28

1 As to Settling Defendants continued:

2 Barry W. Berkett
3 Thrifty Oil Co. & Best California Gas, Ltd.
4 13116 Imperial Highway
5 Santa Fe Springs, CA 90670

6 **XII. RETENTION OF JURISDICTION**

7 22. This Court shall retain jurisdiction over this matter
8 for the purpose of interpreting and enforcing the terms of this
9 Consent Decree.

10 **XIII. INTEGRATION/APPENDICES**

11 23. This Consent Decree and its appendices constitute the
12 final, complete, and exclusive agreement and understanding among
13 the Parties with respect to the settlement embodied in this
14 Consent Decree. The Parties acknowledge that there are no
15 representations, agreements or understandings relating to the
16 settlement other than those expressly contained in this Consent
17 Decree.

18 24. The following appendices are attached to and
19 incorporated into this Consent Decree: Appendix A is a map of the
20 Charnock Sub-Basin Investigation Area; Appendix B is the "Order
21 for Preservation of Records," filed March 13, 2001, in the case
22 of In re Methyl Tertiary Butyl Ether ("MTBE") Products Liability
23 Litigation (Master Docket No. 1:00-1898 (SAS), Southern District
24 of New York.

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of United States v. Shell Oil Company, et al, relating to
3 the Charnock Sub-Basin MTBE Contamination Site.

4 FOR THE UNITED STATES OF AMERICA

5
6 Date: _____

7 Thomas L. Sansonetti
8 Assistant Attorney General
9 Environment and Natural
10 Resources Division
11 U.S. Department of Justice
12 Washington, D.C. 20530

13 Date: _____

14 Bradley O'Brien
15 Attorney
16 Environmental Enforcement Section
17 Environment and Natural Resources
18 Division
19 U.S. Department of Justice
20 P.O. Box 7611
21 Washington, DC 20044-7611
22
23
24
25
26
27

1 THE UNDERSIGNED PARTIES approve entry of this Consent Decree in
2 the matter of United States v. Shell Oil Company, et al, relating
3 to the Charnock Sub-Basin MTBE Contamination Site, on behalf of
4 EPA Region IX.

5
6
7
8 FOR THE UNITED STATES OF AMERICA
9 EPA Region IX

10
11
12
13
14
15 Date: _____

16 _____
17 Wayne Nastri,
18 Regional Administrator,
19 U.S. Environmental Protection
20 Agency, Region IX
21 75 Hawthorne St.
22 San Francisco, CA 94105

23
24
25
26
27
28 Date: _____

29 _____
30 Jeff Scott, Director
31 Waste Management Division,
32 U.S. Environmental Protection
33 Agency, Region IX
34 75 Hawthorne St.
35 San Francisco, CA 94105

36
37
38 Date: _____

39 _____
40 Laurie Williams
41 Assistant Regional Counsel
42 U.S. Environmental Protection
43 Agency, Region IX
44 75 Hawthorne St.
45 San Francisco, CA 94105

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
al, relating to the Charnock Sub-Basin MTBE Contamination Site.

3
4 FOR SETTLING DEFENDANT

5 NAME OF SETTLING DEFENDANT:

6 SHELL OIL COMPANY

7 Date: _____

_____ (Signature)

8 Name, Title & Address of Signatory:

9
10 _____
11 _____
12 _____

13 Agent Authorized to Accept Service on Behalf of Above-signed
14 Party:

15
16 Name: _____

17
18 Title: _____

19
20 Address: _____
21 _____

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
3 al, relating to the Charnock Sub-Basin MTBE Contamination Site.

4 FOR SETTLING DEFENDANT

5 NAME OF SETTLING DEFENDANT:

6 SHELL OIL PRODUCTS COMPANY LLC

7 Date: _____

8 _____
(Signature)

9 Name, Title & Address of Signatory:

10 _____
11 _____
12 _____

13 Agent Authorized to Accept Service on Behalf of Above-signed
14 Party:

15 Name: _____

16 Title: _____

17 Address: _____
18 _____
19 _____

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
al, relating to the Charnock Sub-Basin MTBE Contamination Site.

3 FOR SETTLING DEFENDANT

4 NAME OF SETTLING DEFENDANT:

5 EQUILON ENTERPRISES LLC

6
7 Date: _____

_____ (Signature)

8 Name, Title & Address of Signatory:

9
10 _____
11 _____
12 _____

13 Agent Authorized to Accept Service on Behalf of Above-signed
Party:

14 Name: _____

15 Title: _____

16 Address: _____

17 _____
18 _____

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
al, relating to the Charnock Sub-Basin MTBE Contamination Site.

3 FOR SETTLING DEFENDANT

4 NAME OF SETTLING DEFENDANT:

5 SHELL PIPELINE COMPANY LP

6
7 Date: _____

_____ (Signature)

8 Name, Title & Address of Signatory:

9 _____
10 _____
11 _____
12 _____

13 Agent Authorized to Accept Service on Behalf of Above-signed
Party:

14 Name: _____

15 Title: _____

16 Address: _____

17 _____
18 _____

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
al, relating to the Charnock Sub-Basin MTBE Contamination Site.

3 FOR SETTLING DEFENDANT

4 NAME OF SETTLING DEFENDANT:

5 TMR Company

6
7 Date: _____

_____ (Signature)

8 Name, Title & Address of Signatory:

9
10 _____
11 _____
12 _____

13 Agent Authorized to Accept Service on Behalf of Above-signed
Party:

14 Name: _____

15 Title: _____

16 Address: _____

17 _____
18 _____

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
al, relating to the Charnock Sub-Basin MTBE Contamination Site.

3 FOR SETTLING DEFENDANT

4 NAME OF SETTLING DEFENDANT:

5 CHEVRONTEXACO CORPORATION

6
7 Date: _____

_____ (Signature)

8 Name, Title & Address of Signatory:

9
10 _____
11 _____
12 _____

13 Agent Authorized to Accept Service on Behalf of Above-signed
Party:

14 Name: _____

15 Title: _____

16 Address: _____

17 _____
18 _____

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
al, relating to the Charnock Sub-Basin MTBE Contamination Site.

3 FOR SETTLING DEFENDANT

4 NAME OF SETTLING DEFENDANT:

5 CHEVRON USA INC.

6
7 Date: _____

_____ (Signature)

8 Name, Title & Address of Signatory:

9
10 _____
11 _____
12 _____

13 Agent Authorized to Accept Service on Behalf of Above-signed
14 Party:

15 Name: _____

16 Title: _____

17 Address: _____

18 _____

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
al, relating to the Charnock Sub-Basin MTBE Contamination Site.

3 FOR SETTLING DEFENDANT

4 NAME OF SETTLING DEFENDANT:

5 EXXON MOBIL CORPORATION

6
7 Date: _____

_____ (Signature)

8 Name, Title & Address of Signatory:

9
10 _____
11 _____
12 _____

13 Agent Authorized to Accept Service on Behalf of Above-signed
Party:

14 Name: _____

15 Title: _____

16 Address: _____

17 _____
18 _____

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
al, relating to the Charnock Sub-Basin MTBE Contamination Site.

3 FOR SETTLING DEFENDANT

4 NAME OF SETTLING DEFENDANT:

5 MOBIL OIL CORPORATION

6
7 Date: _____

_____ (Signature)

8 Name, Title & Address of Signatory:

9 _____
10 _____
11 _____
12 _____

13 Agent Authorized to Accept Service on Behalf of Above-signed
14 Party:

15 Name: _____

16 Title: _____

17 Address: _____

18 _____

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
al, relating to the Charnock Sub-Basin MTBE Contamination Site.

3 FOR SETTLING DEFENDANT

4 NAME OF SETTLING DEFENDANT:

5 EXXONMOBIL OIL CORPORATION

6
7 Date: _____

_____ (Signature)

8 Name, Title & Address of Signatory:

9
10 _____
11 _____
12 _____

13 Agent Authorized to Accept Service on Behalf of Above-signed
Party:

14 Name: _____

15 Title: _____

16 Address: _____

17 _____
18 _____

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
al, relating to the Charnock Sub-Basin MTBE Contamination Site.

3 FOR SETTLING DEFENDANT

4 NAME OF SETTLING DEFENDANT:

5 THRIFTY OIL CO.

6
7 Date: _____

_____ (Signature)

8 Name, Title & Address of Signatory:

9
10 _____
11 _____
12 _____

13 Agent Authorized to Accept Service on Behalf of Above-signed
Party:

14 Name: _____

15 Title: _____

16 Address: _____

17 _____
18 _____

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
al, relating to the Charnock Sub-Basin MTBE Contamination Site.

3 FOR SETTLING DEFENDANT

4 NAME OF SETTLING DEFENDANT:

5 BEST CALIFORNIA GAS, LTD.

6
7 Date: _____

_____ (Signature)

8 Name, Title & Address of Signatory:

9 _____
10 _____
11 _____
12 _____

13 Agent Authorized to Accept Service on Behalf of Above-signed
Party:

14 Name: _____

15 Title: _____

16 Address: _____

17 _____
18 _____