

1 any claim with respect to the Montrose NPL Site under CERCLA
2 Sections 107 or 113, 42 U.S.C. §§ 9607 or 9613, against the
3 United States, including any department, agency or
4 instrumentality of the United States and/or the State, or any
5 employee, officer, agency or instrumentality thereof (but not
6 including counties, cities, local governmental entities or
7 sanitation districts); or (3) any claims arising out of response
8 activities at the Montrose NPL Site. Nothing in this Decree
9 shall be deemed to constitute preauthorization of a claim within
10 the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40
11 C.F.R. § 300.700(d).

12 C. In addition, CBS hereby covenants not to oppose entry of
13 the Amended Consent Decree lodged with the Court on March 25,
14 1997, or any other consent decree or settlement relating to any
15 entities that are a party in this matter as of May 18, 1998, or
16 any other consent decree that is lodged with the Court as of the
17 Date of Lodging of this Decree. CBS further covenants not to
18 assist any non-settling defendant in the defense of, or in the
19 prosecution of any counterclaim in, the above-captioned case.
20 Nothing that CBS submits to the Court in support of entry of this
21 Decree, or in any appellate proceedings thereon, shall be
22 considered as such assistance.

23 PENALTIES FOR LATE PAYMENTS

24 16. If the payments required of CBS by Paragraphs 6, 7 and
25 11 of this Decree are not made by the dates specified in those
26 Paragraphs, CBS shall be liable, in addition to the payments
27 specified in Paragraphs 6, 7, and 11, for the following amounts
28 for each day of delay in payment:

<u>Days of Delay</u>	<u>Payment Per Day of Delay</u>
1-14	\$ 2500/day
15-60	\$ 3750/day
Beyond 60 Days	\$ 5000/day

Payments due under this Paragraph 16 shall be paid by certified or bank check or warrant and disbursed, 50% to the United States and 50% to the State, to the addressees identified in Paragraph 27. Stipulated penalties due under this Paragraph 16 are due within thirty (30) days following receipt by CBS of a written demand by the United States or the State for payment of such stipulated penalties, and shall be made in accordance with instructions provided by the United States or the State to CBS subsequent to the Date of Lodging of this Decree, with notice to the United States or the State.

17. Payments due under Paragraph 16 shall be in addition to any other remedies or sanctions that may be available to the United States and the State on account of CBS's failure to comply with the terms of this Decree, provided that a failure by CBS to make timely payment as provided in this Decree shall not constitute a material default unless the delay in payment exceeds thirty (30) days from the due date provided in this Decree.

RETENTION OF RECORDS

18. A. Until five years after the entry of this Decree, CBS shall preserve and retain all records and documents now in its possession or control or which come into its possession or control, that relate to the identification, nature and quantity of hazardous substances at the Westinghouse Plant, the nature and extent of alleged releases of hazardous substances from the

1 Westinghouse Plant, or the alleged release of any hazardous
2 substance to or from the Montrose NPL Site and the Montrose NRD
3 Area. At the conclusion of this document retention period, CBS
4 shall notify the United States and the State at least ninety (90)
5 days prior to the destruction of any such records or documents,
6 and upon request by the United States and the State, CBS shall
7 produce or make available for their inspection any such records
8 or documents at a mutually convenient time and place agreed upon
9 by the Parties.

10 B. Until the Date of Final Approval of this Decree, CBS
11 shall retain all records and documents produced or responsive to
12 plaintiffs' requests for production of documents (as written) in
13 the above-captioned matter. Thereafter, CBS shall notify the
14 United States and the State at least ninety (90) days prior to
15 the destruction of any such records or documents, and upon
16 request by the United States and the State, CBS shall produce or
17 make available for their inspection any such records or documents
18 at a mutually convenient time and place agreed upon by the
19 Parties.

20 C. In addition to the opportunity to obtain documents at
21 the conclusion of the retention periods set forth in Paragraphs
22 18.A and 18.B, the United States and the State may request, at
23 any time during such retention periods, that CBS make available
24 for their inspection, or at CBS's option produce, any documents
25 retained pursuant to Paragraphs 18.A or B. CBS shall produce or
26 make available for inspection such documents at a mutually
27 convenient time and place after the request is made.

28

1 D. With respect to the obligation to retain records and to
2 produce or make them available for inspection as set forth in
3 Paragraphs 18.A, B, and C, CBS may assert that certain documents,
4 records and other information are privileged under the attorney
5 client privilege, or any other privilege recognized under state
6 or federal law. If plaintiffs request any privileged documents -
7 - either (1) at the time CBS provides notice of intent to destroy
8 documents at the conclusion of the retention periods from
9 paragraph 18.A or 18.B, or (2) pursuant to plaintiffs' request
10 under Paragraph 18.C -- CBS shall provide the United States and
11 the State with the following information relating to any
12 documents that are requested and withheld as privileged: (1)
13 title of document or record; (2) date of document or record; (3)
14 name and position of the author of the document or record; (4)
15 description of the subject of the document or record; and (5) the
16 specific basis for the privilege asserted. The privilege log
17 relating to the subject documents must be produced to the
18 plaintiffs at a mutually convenient time and place after
19 plaintiffs request the documents that are withheld. CBS shall
20 retain the documents that are withheld as privileged, until any
21 privilege disputes relating to those documents are resolved. If
22 plaintiffs do not request any particular privileged documents,
23 CBS need not produce a privilege log for such non-requested
24 documents.

25 VOIDABILITY

26 19. In the event that a final judicial determination is
27 made by the District Court or, upon appellate review, by a higher
28 court, that the entry of this Decree shall not be approved, this

1 Decree and the settlement embodied herein shall automatically be
2 voided. If this Decree is voided pursuant to this Paragraph, the
3 terms hereof may not be used as evidence in any litigation or
4 other proceeding. Effective May 18, 1998, and in anticipation of
5 the execution of the Decree, plaintiffs and CBS agree that all
6 outstanding discovery and motions between plaintiffs and CBS in
7 the litigation are stayed. In the event that this Decree is
8 voided pursuant to this paragraph, plaintiffs agree that CBS
9 alone may reopen, only as to issues relating to CBS: any expert
10 depositions in the litigation that occurred on or after May 18,
11 1998; any expert depositions commenced but not completed by CBS
12 as of May 18, 1998; any depositions of representatives of Science
13 Applications International Corporation or the United States Army
14 Corps of Engineers Waterways Experiment Station; or depositions
15 of any other person whose deposition is noticed by any defendant
16 after May 18, 1998. With respect to the above depositions, CBS
17 will undertake to avoid undue repetition of testimony previously
18 elicited from these deponents by the other parties to this
19 litigation and undue expense. Nothing in this Paragraph shall be
20 interpreted to allow any other party to this litigation to reopen
21 any of the aforementioned depositions or to conduct additional
22 examination of the above-identified deponents.

23 COMPLIANCE WITH OTHER LAWS

24 20. This Decree shall not be construed in any way to affect
25 any past, current or future obligation of CBS or any other person
26 or entity to comply with any federal, state or local law.

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RETENTION OF JURISDICTION

21. The Court shall retain jurisdiction of this matter for the purpose of entering such further order, direction or relief as may be necessary or appropriate for the construction, implementation or enforcement of this Decree.

AUTHORIZED REPRESENTATIVE

22. The undersigned representative of CBS certifies that he or she is fully authorized to enter into the terms and conditions of this Decree and to legally execute and bind that party to this Decree.

MODIFICATION

23. The terms of this Decree may be modified only by a subsequent written agreement signed by all of the Parties signatory hereto, and approved by the Court as a modification to this Decree.

PUBLIC COMMENT

24. The Parties acknowledge that this Decree will be subject to a 30-day public comment period as provided in 28 C.F.R. § 50.7. The Parties further acknowledge that this Decree may be the subject of a public meeting as specified in Section 7003 of RCRA, 42 U.S.C. § 6973. The United States and the State reserve the right to withdraw their consent to this Decree if comments received disclose facts or considerations which show that this Decree is inappropriate, improper or inadequate. CBS consents to the entry of this Decree by the Court without further notice.

PROTECTION AGAINST CLAIMS

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2 25. The United States and the State acknowledge and agree
3 that the payments to be made by CBS pursuant to this Decree
4 represent a good faith settlement and compromise of disputed
5 claims and that the settlement represents a fair, reasonable and
6 equitable discharge for the matters addressed in this Decree.
7 With regard to any costs, damages, actions or other claims
8 against CBS for matters addressed in this Decree, CBS is entitled
9 to, as of the Date of Initial Approval of this Decree, such
10 protection as is provided in Section 113(f) of CERCLA, 42 U.S.C.
11 § 9613(f), and all other provisions of federal or state statutes
12 or of common law which limit or extinguish its liability to
13 persons not party to this Decree. The "matters addressed" in this
14 Decree are all claims against CBS including claims for costs,
15 damages, contribution and other claims for: (1) Natural Resource
16 Damages; and (2) Response Costs. No contribution protection is
17 provided pursuant to this Decree for any claim for Response Costs
18 under CERCLA incurred in connection with the presence, release or
19 threatened release of a hazardous substance outside the Montrose
20 NPL Site. Any rights CBS may have to obtain contribution or
21 otherwise recover costs or damages from persons not party to this
22 Decree are preserved.

23 26. The Trustees have determined that the payment to be
24 made pursuant to Paragraphs 6 and 7 of this Decree is an
25 appropriate action necessary to protect and restore the natural
26 resources damaged by the release of DDT, PCBs and other hazardous
27 substances alleged in the First Claim for Relief in the Complaint
28

1 and that the payment satisfies the requirements of Section
2 122(j)(2) of CERCLA, 42 U.S.C. § 9622(j)(2).

3 NOTICE

4 27. Any notice required hereunder shall be in writing and
5 shall be delivered by hand, facsimile or overnight mail as
6 follows:

7 Notice to the United States and the State:

8 Chief
9 Environmental Enforcement Section
10 U.S. Department of Justice
11 1425 New York Ave, N.W.
12 Washington, D.C. 20005
13 Facsimile No. (202) 514-2583

14 Supervising Deputy Attorney General
15 Land Law Section
16 Office of the Attorney General
17 300 South Spring Street
18 Los Angeles, CA 90013
19 Facsimile No. (213) 897-2801

20 Notice to CBS shall be provided to:

21 Louis J. Briskman, Esq.
22 General Counsel
23 CBS Corporation
24 51 West 52nd Street
25 New York, NY 10019
26 Facsimile No. (212) 597-4031

27 Charles B. Cohler, Esq.
28 Lasky, Haas & Cohler
Professional Corporation
505 Sansome Street, 12th Floor
San Francisco, CA 94111-3183
Facsimile No. (415) 981-4025

Each party to this Decree may change the person(s) it has
designated to receive notice for that party, or the addresses for
such notice, by filing a written notice of such change with the
Court and serving said notice on each of the other Parties to
this Decree, or in accordance with the provisions of the Order

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1 Re: Discovery Coordination and Service List entered June 26,
2 1992, and any amendment thereto.

3 28. This Decree may be executed in any number of
4 counterparts, and each executed counterpart shall have the same
5 force and effect as an original instrument.

6 ENTIRE AGREEMENT

7 29. This Decree constitutes the entire understanding of the
8 Parties with respect to its subject matter. The fact that any
9 party suggested language different from, or additional to, any
10 language ultimately adopted in this Decree shall not be taken
11 into account in interpreting this Decree.

12 EFFECTIVE DATE

13 30. This Decree shall be effective upon the date which this
14 Decree has been initially approved and signed by the United
15 States District Court.

16 31. By signature below, all Parties consent to this Decree.

17 ORDER


18 THE FOREGOING Decree among plaintiffs the United States and
19 the State of California and CBS is hereby APPROVED. There being
20 no just reason for delay, this Court expressly directs, pursuant
21 to Rule 54(b), Federal Rules of Civil Procedure, ENTRY OF FINAL
22 JUDGMENT in accordance with the terms of this Decree this 19
23 DAY of August, 1998⁹; each party hereto shall bear its own
24 costs and attorney's fees except as specifically provided herein.

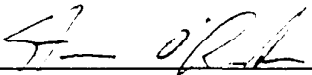
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26 _____
27 A. ANDREW HAUK
28 Senior United States District Judge
and
Chief Judge Emeritus

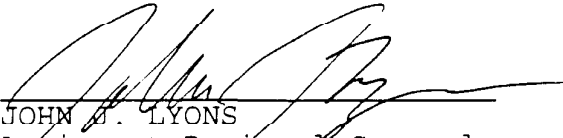
1 FOR THE UNITED STATES OF AMERICA:

2 WE HEREBY CONSENT to the entry of the Consent Decree in
3 United States, et al. v. Montrose Chemical Corporation of
4 California, et al., No. CV 90-3122-AAH (JRx), subject to the
5 public notice and comment requirements of 28 C.F.R. § 50.7.

6
7 DATE: 11/8/98 
8 LOIS J. SCHIFFER
9 Assistant Attorney General
10 Environment and Natural Resources
11 Division
12 United States Department of Justice

11 DATE: 9-21-98 
12 ADAM M. KUSHNER
13 STEVEN O'ROURKE
14 Environmental Enforcement Section
15 Environment and Natural Resources
16 Division
17 United States Department of Justice
18 Post Office Box 7611
19 Washington, D.C. 20044
20 (202) 514-4046

17 DATE: 9-18-98 
18 KEITH TAKATA
19 Director, Superfund Division
20 United States Environmental
21 Protection Agency
22 Region IX
23 75 Hawthorne Street
24 San Francisco, CA 94105

23 DATE: 9/18/98 
24 JOHN A. LYONS
25 Assistant Regional Counsel
26 United States Environmental
27 Protection Agency
28 Region IX
75 Hawthorne Street
San Francisco, CA 94105

1 FOR THE CALIFORNIA DEPARTMENT OF FISH AND GAME:

2 WE HEREBY CONSENT to the entry of the Consent Decree in
3 United States, et al. v. Montrose Chemical Corporation of
4 California, et al., No. CV 90-3122-AAH (JRx), subject to the
5 public notice and comment requirements of 28 C.F.R. § 50.7.

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DATE: Sept. 11, 1998

Jacqueline E. Schaffer
JACQUELINE E. SCHAFER
Director of California
Department of Fish and Game

1 FOR THE CALIFORNIA STATE LANDS COMMISSION:

2 WE HEREBY CONSENT to the entry of the Consent Decree in
3 United States, et al. v. Montrose Chemical Corporation of
4 California, et al., No. CV 90-3122-AAH (JRx), subject to the
5 public notice and comment requirements of 28 C.F.R. § 50.7.

6 DATE: 8/19/98

7 Robert C. Hight
8 ROBERT C. HIGHT
9 Executive Officer of the State
10 Lands Commission
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1 FOR THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION:

2 WE HEREBY CONSENT to the entry of the Consent Decree in
3 United States, et al. v. Montrose Chemical Corporation of
4 California, et al., No. CV 90-3122-AAH (JRx), subject to the
5 public notice and comment requirements of 28 C.F.R. § 50.7.

6

7 DATE: 8/28/98

Patricia J. Megason

PATRICIA J. MEGASON
Director California Department of
Parks and Recreation

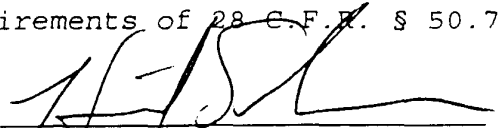
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1 FOR THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

2 WE HEREBY CONSENT to the entry of the Consent Decree in
3 United States, et al. v. Montrose Chemical Corporation of
4 California, et al., No. CV 90-3122-AAH (JRx), subject to the
5 public notice and comment requirements of 28 C.F.R. § 50.7.

6 DATE:

7 9/8/98

8 
9 HAMID SAEBFAR

10 Chief, Site Mitigation Cleanup
11 Operations, Southern California
12 Branch A
13 California Department of Toxic
14 Substances Control
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1 FOR THE CALIFORNIA, REGIONAL WATER QUALITY CONTROL BOARD, LOS
2 ANGELES REGION:

3 WE HEREBY CONSENT to the entry of the Consent Decree in
4 United States, et al. v. Montrose Chemical Corporation of
5 California, et al., No. CV 90-3122-AAH (JRx), subject to the
6 public notice and comment requirements of 28 C.F.R. § 50.7.

7 DATE: August 19, 1998

Dennis A. Dickerson
8 DENNIS A. DICKERSON
9 Executive Officer
Los Angeles Region, Regional
Water Quality Control Board

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FOR CBS CORPORATION:

WE HEREBY CONSENT to the entry of the Consent Decree in
United States, et al. v. Montrose Chemical Corporation of
California, et al., No. cv 90-3122-AAH (JRx).

DATE: September 1, 1998



LOUIS J. BRISKMAN
General Counsel
CBS Corporation
51 West 52nd Street
New York, New York 10019