1 THOMAS J. ORLOFF District Attorney 2 County of Alameda GILBERT A. JENSEN 3 Bar # 42060 Senior Deputy District Attorney 4 Consumer & Environmental Protection Division 7677 Oakport Street, Suite 400 5 Oakland, CA. 94621 (510) 569-9281 6 Attorneys for Plaintiff 7 8 SUPERIOR COURT OF THE STATE OF CALIFORNIA 9 FOR THE COUNTY OF ALAMEDA 10 11 THE PEOPLE OF THE STATE OF CALIFORNIA, CASE NO. 12 STIPULATION FOR CONSENT Plaintiff, 13 JUDGMENT 14 DRESSER INDUSTRIES, INCORPORATED, dba Grove Valve and Regulator Company, 15 a wholly owned subsidiary, 16 Defendant. 17 18 19 THIS STIPULATION is entered into by and between plaintiff, THE PEOPLE OF THE 20 STATE OF CALIFORNIA ("the people"), appearing through its attorneys, Thomas J. Orloff, District 21 Attorney for the County of Alameda, by Gilbert A. Jensen, Senior Deputy District Attorney, and 22 defendant, DRESSER INDUSTRIES, INCORPORATED, dba Grove Valve and Regulator Company, 23 a wholly owned subsidiary, ("Grove Valve"), appearing through their attorneys, Orrick, Herrington 24 and Sutcliffe, by Timothy P. Walker, Esq. Without the taking of proof, without a trial or adjudication

THE PEOPLE AND GROVE VALVE DO HEREBY STIPULATE IN

of any facts or law herein, and without admission by Grove Valve of any of the matters set forth in

the Complaint herein or of any other act, omission to act, or any thing whatsoever, The People and

Grove Valve are referred to herein as "PARTY" or collectively as the "PARTIES."

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## COMPROMISE AND SETTLEMENT OF THIS ACTION AS FOLLOWS:

WHEREAS, GROVE VALVE operated a manufacturing facility at 6529 Hollis Street, in the City of Emeryville, Alameda County, California (the "FACILITY");

WHEREAS, GROVE VALVE'S FACILITY at 6529 Hollis Street was inspected by the County of Alameda on November 20, 1995, and whereas violations of the environmental statutes of the State of California with regard to the operation of a sump at or near a location know as "press # 821" were noted, and;

WHEREAS, the violations were referred to the Alameda County District Attorney's Office which asserts that Grove Valve is liable, civilly, for fines, penalties, damages or forfeiture, as a result of the alleged violations;

## IT IS THEREFORE AGREED AS FOLLOWS:

- 1. This STIPULATION by agreement for compromise and settlement shall settle and conclude for all time all claims of any type or nature, whether civil, criminal, or administrative, by plaintiff against Grove Valve, including any officer, director, agent, employee, or representative of defendant, arising out of the acts, omissions to act, and /or occurrences and matters alleged in the Complaint on file herein;
- 2. The JUDGMENT that will be entered pursuant to the signing of this CONSENT DECREE is without the presentation of any evidence and without trial or adjudication of any issue of fact or law. No findings or determination of any kind with respect to the merits of this action have been or shall be made;
- 3. Grove Valve acknowledges that it has been served with the Complaint herein and further acknowledges that the Superior Court of California for the County of Alameda has personal jurisdiction of the defendant and has jurisdiction of the subject matter herein. The People acknowledge that Grove Valve has cooperated fully in the investigation and resolution of this matter;
- 4. Grove Valve acknowledges that nothing in this STIPULATION and JUDGMENT may in any way be construed to lessen its obligation to conform to California state

law;

5. In consideration of the execution of this STIPULATION the People of the State of California hereby absolutely, completely and forever discharges and releases Grove Valve, their insurers, agents, employees, partners, attorneys, successors, assignees, shareholders, officers, directors, subsidiaries, parent corporations and all affiliated corporations or entities, from any and all claims and allegations that have been made or could be made arising out of or in any way regarding or connected with the allegations contained in the Complaint on file herein.

- 6. The PARTIES declare and represent that no promise, inducement, or agreement not herein expressed has been made, that this STIPULATION contains the entire agreement between the PARTIES hereto.
- 7. Each PARTY further represents and warrants that it has been represented in the negotiations by legal counsel of its own choosing, has been fully advised by such counsel of its rights and duties hereunder, has read each and every part of this STIPULATION, has had such parts fully explained by its counsel to the extent deemed necessary, are fully aware of its contents and legal effect and signs the STIPULATION freely and without compulsion of any sort whatsoever.
- 8. The PARTIES hereby represent to each other that they have the right and authority to execute the STIPULATION.
- 9. This STIPULATION is the product of negotiations and preparation by the PARTIES and their legal counsel. The PARTIES therefore expressly acknowledge and agree that this release shall not be deemed prepared or drafted by one PARTY or the other, or by either of the PARTY'S attorneys, and will be construed accordingly.
- 10. If any provision or any part of any provision of this STIPULATION is for any reason held to be invalid, unenforceable or contrary to public policy, law, statute or ordinance the remainder of the STIPULATION shall not be affected thereby and shall remain valid and fully enforceable.

- 11. The Superior Court of the State of California for the County of Alameda may enter a Judgment in the above-captioned matter providing as follows:
  - a. Grove Valve and its agents, employees, and representatives, and any and all of them, are restrained and enjoined from violating the provisions of Section 25189(c) of the California Health and Safety Code.
  - b. Within 30 days from the date of the filing of the JUDGMENT issued pursuant to this STIPULATION, Grove Valve shall submit to the Alameda County Health Care Services Agency, Department of Environmental Protection a revised CLOSURE PLAN for its facilities located at 6529 and 6521 Hollis Street, Emeryville, California. Said closure plan must be approved and accepted by the Department of Environmental Protection before Grove Valve is released of its obligations herein, and GroveValve hereby agrees and warrants that it will remain responsible for completion of the CLOSURE PLAN should either of said properties be sold, transferred or otherwise encumbered before the approval and final closure as called for in the CLOSURE PLAN. All oversight costs incurred by the Department of Environmental Protection in connection with the completion of this project shall be paid through the Department's Deposit Receipt System, and are not represented by the regulatory costs paid pursuant to paragraph c herein.
  - c. On the date of the filing of the Judgment issued pursuant to this STIPULATION, defendants shall pay the amount of Nineteen Thousand Nine Hundred Ten Dollars (\$19,910), in settlement of this matter according to the following terms:
    - (1) Four Thousand Nine Hundred Ten Dollars (\$4,910) costs on behalf of the County of Alameda Department of Environmental Protection, shall be paid by check made payable to the Alameda County Hazmat Trust Fund and sent to the Office of

the District Attorney,

1		(2) Pursuant to Section 25181 of the California Health and Safety
2		Code, Defendants shall pay Fifteen Thousand Dollars
3		(\$15,000) by check payable to The California District
4		Attorneys Association Environmental Prosecution Trust, and
5		sent to the Office of the District Attorney as restitution for use
6		in training, education, publications, and support in order to
7		increase the effectiveness of environmental prosecutions
8		throughout the State of California.
9	12.	Judgment may be entered by the Court in this action, pursuant to this Stipulation, on
10		request of any party without notice to the other parties.
11	13.	The Court may retain jurisdiction of this matter for the purpose of enforcing any
12		provisions of the Judgment herein
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15	DATED:	THOMAS J. ORLOFF District Attorney
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17		By: Gilbert A. Jensen
18		Senior Deputy District Attorney
19		Attorneys for Plaintiff
20	DATED:	
21		Dresser Industries, Incorporated
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23	DATED:	
24		Timothy P. Walker, Orrick, Herrington and Sutcliffe
25		Attorneys for Defendant
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