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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

 Plaintiff,

 v.

COUNTY OF EL DORADO, and CITY
OF SOUTH LAKE TAHOE,
CALIFORNIA, et al,

 Defendants.

AND ALL RELATED ACTIONS.

Case No. CIV. S-01-1520 MCE GGH
CONSENT DECREE

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1 **I. BACKGROUND**

2 A. On August 3, 2001, Plaintiff United States of America (“United States”), on behalf
3 of the United States Department of Agriculture, Forest Service (“Forest Service”), filed a
4 Complaint in this “Action” (defined in Section IV (Definitions) of this Consent Decree) pursuant
5 to Sections 107 and 113(f) of the Comprehensive Environmental Response, Compensation, and
6 Liability Act (“CERCLA”), 42 U.S.C. §§ 9607, 9613(f), against Defendants the County of El
7 Dorado (the “County”) and the City of South Lake Tahoe (the “City”). The Complaint filed by
8 the United States seeks recovery of environmental response costs incurred by the Forest Service
9 related to the release or threatened release and/or disposal of hazardous substances at or from the
10 Meyers Landfill, a former municipal waste disposal facility located on National Forest Service
11 System lands administered by the Lake Tahoe Basin Management Unit of the Forest Service, and
12 a “facility” as defined under 42 U.S.C. § 9601(9) (referred to herein as the “Site” and further
13 defined in Section IV (Definitions) of this Consent Decree), with accrued interest, and a
14 declaration of the County’s and the City’s liability for future response costs incurred by the
15 United States related to the Site.

16 B. On June 19, 2002, the County filed its Second Amended Third Party Complaint in
17 this Action, seeking contribution under CERCLA Section 113(f), 42 U.S.C. § 9613(f), from
18 Third-Party Defendant South Tahoe Refuse Company, Inc. (“STR”), which collected garbage in
19 the South Lake Tahoe-area during a portion of the relevant time Meyers Landfill operated, and
20 from a number of reported customers of STR during a portion of the relevant time, including, but
21 not limited to, Third-Party Defendants Douglas County, Nevada; Lake Tahoe Unified School
22 District; The Hertz Corporation; Raley’s; Harrah’s Operating Company, Inc.; Harveys Tahoe
23 Management Company, Inc.; Heavenly Valley Ski & Resort and Heavenly Valley; Sierra Pacific
24 Power Company; Safeway Inc.; South Tahoe Public Utilities District; and Barton Health Care
25 System. The County’s Second Amended Complaint seeks contribution for response costs related
26 to the Site incurred by the County or for which the County is held liable. The County also sought
27 a declaration of STR’s and Third-Party Defendants’ respective liability for future response costs
28 related to the Site incurred by the County or for which the County is held liable.

1 C. On or about July 19, 2002, Third-Party Defendant Raley's filed a Counterclaim
2 against the County, and on May 6, 2004, an Amended Counterclaim, seeking contribution
3 pursuant to CERCLA Sections 107(a) and 113(f), 42 U.S.C. §§ 9607(a), 9613(f); damages for
4 contractual indemnity, equitable indemnity, and negligence; and a declaration, pursuant to federal
5 and state law, of Raley's right to contribution and indemnity from the County for response costs
6 incurred by Raley's or for which Raley's is held liable. Also on May 6, 2004, Raley's filed
7 Cross-Claims against the City and STR seeking contribution pursuant to CERCLA Sections
8 107(a) and 113(f), 42 U.S.C. §§ 9607(a), 9613(f); damages for contractual indemnity, equitable
9 indemnity, and negligence; and a declaration, pursuant to federal and state law, of Raley's right to
10 contribution and indemnity from the STR and the City for response costs incurred by Raley's or
11 for which Raley's is held liable.

12 D. On May 28, 2004, the City filed a Counterclaim against Raley's seeking damages,
13 indemnity, and contribution under CERCLA. On June 21, 2004, STR served a Counterclaim
14 against Raley's also seeking damages, indemnity, and contribution under CERCLA.

15 E. As set forth in this Consent Decree, the County and Third-Party Defendants
16 Douglas County, Nevada; Lake Tahoe Unified School District; The Hertz Corporation; Raley's;
17 Harrah's Operating Company, Inc.; Harveys Tahoe Management Company, Inc.; Heavenly
18 Valley Ski & Resort and Heavenly Valley; Sierra Pacific Power Company; and Safeway Inc.
19 (collectively, "Settling Third-Party Defendants," or individually, "Settling Third-Party
20 Defendant") have reached a settlement of the claims alleged in the County's Second Amended
21 Third Party Complaint and the counterclaims of certain Settling Third-Party Defendants. In
22 addition, Settling Third-Party Defendants, the City, and STR have agreed to dismiss any and all
23 claims each of them may have against one another.

24 F. The United States agrees that the settlement among the County, the Settling Third-
25 Party Defendants, the City, and STR (collectively, "Settling Parties," or individually, "Settling
26 Party") and the dismissal of any and all claims among the Settling Parties are practicable and in
27 the public interest. The United States is a party to the settlement among the Settling Parties in
28 accordance with the terms of this Consent Decree.

1 G. The goals of this Consent Decree include: (1) to resolve all claims relating to the
2 Site that have been or could have been asserted by and between: (a) the County and the Settling
3 Third-Party Defendants, (b) the Settling Third-Party Defendants and the City, (c) the Settling
4 Third-Party Defendants, including STR; and (d) the United States and the Settling Third-Party
5 Defendants; (2) to provide releases from the County, the City, and STR to the Settling Third-
6 Party Defendants for all claims for liability for damages related to natural resources and natural
7 resource damages assessments; (3) to provide funds through the specified settlement payments
8 from Settling Third-Party Defendants to reimburse the United States and/or the County for past
9 and/or future environmental response costs incurred at the Site; (4) to grant contribution
10 protection by the United States to the Settling Third-Party Defendants, pursuant to CERCLA
11 Section 113(f)(2), 42 U.S.C. § 9613(f)(2), as set forth in Section X (Effect of Settlement;
12 Contribution Protection) of this Consent Decree; (5) to issue reciprocal covenants not to sue
13 between the United States and the Settling Third-Party Defendants, pursuant to CERCLA Section
14 122(f), 42 U.S.C. § 9622(f), as set forth in Sections VI (Covenants Not to Sue by the United
15 States) and VII (Covenants Not to Sue by Settling Third-Party Defendants) of this Consent
16 Decree; and (6) to establish the good faith nature of the settlement between the Settling Parties, as
17 set forth in Section X (Effect of Settlement; Contribution Protection) of this Consent Decree.

18 H. The Settling Third-Party Defendants entering into this Consent Decree do not
19 admit any liability to the United States, the County, the City, any Third-Party Defendant, or any
20 “Remaining Litigant” (defined in Section IV (Definitions) of this Consent Decree) arising out of
21 the transactions or occurrences alleged in the United States’s Complaint, the County’s Second
22 Amended Third Party Complaint, or any of the Cross-Claims or Counterclaims referenced herein.

23 I. The United States and the Settling Parties agree, and the Court by entering this
24 Consent Decree finds, that this Consent Decree has been negotiated by the Settling Parties and the
25 United States in good faith, that implementation of this Consent Decree will expedite the cleanup
26 of the Site and will avoid prolonged and complicated litigation between the Settling Parties, and
27 that this Consent Decree is fair, reasonable, and in the public interest.

28 NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

1 **II. JURISDICTION**

2 1. This Court has jurisdiction over the subject matter of this Action pursuant to 28
3 U.S.C. §§ 1331, 1345 and 1367, and 42 U.S.C. § 9613(b). Solely for the purposes of this Consent
4 Decree, the underlying Complaint filed by the United States, and the County's Second Amended
5 Third Party Complaint, Settling Parties waive all objections and defenses they may have to
6 jurisdiction of the Court or to venue in this District. Settling Parties shall not challenge the terms
7 of, or this Court's jurisdiction to enter and enforce, this Consent Decree.

8 **III. PARTIES BOUND**

9 2. This Consent Decree applies to and is binding upon the United States, the County,
10 each of the Settling Third-Party Defendants, the City, STR, (collectively, "Parties," or
11 individually, "Party") and each Party's successors and assigns.

12 **IV. DEFINITIONS**

13 3. Unless otherwise expressly provided herein, terms used in this Consent Decree
14 that are defined in CERCLA or in regulations promulgated under CERCLA shall have the
15 meaning assigned to them in the statute or regulations. Whenever the terms listed below are used
16 in this Consent Decree, the following definitions shall apply:

17 a. "Action" shall mean *United States of America v. El Dorado County,*
18 *California, and City of South Lake Tahoe,* Case No. CIV S-01-1520 MCE GGH,
19 including the action, third-party action, cross-claims, and counterclaims described in
20 Recital Paragraphs A, B, C, and D of this Consent Decree, above.

21 b. "CERCLA" shall mean the Comprehensive Environmental Response,
22 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

23 c. The "City" shall mean the City of South Lake Tahoe, California, and any
24 of its present, former, or future subdivisions, departments, commissions, agencies, or
25 instrumentalities.

26 d. "Consent Decree" or "Decree" shall mean this Consent Decree and all
27 appendices attached hereto.

28 e. The "County" shall mean El Dorado County, California, and any of its

1 present, former, or future subdivisions, departments, commissions, agencies, or
2 instrumentalities.

3 f. The "Court Registry Account" shall mean the interest-bearing account in
4 the Registry of the United States District Court for the Eastern District of California, to be
5 titled "United States v. El Dorado County, et al.," to which the Settling Third-Party
6 Defendants' settlement payments shall be made pursuant to Section V (Settlement
7 Payments) of this Consent Decree.

8 g. "Day" shall mean calendar day. In computing any period of time under
9 this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal
10 holiday, the period shall run until the close of business of the next working day.

11 h. "Forest Service" shall mean the United States Department of Agriculture,
12 Forest Service and any successor departments, agencies or instrumentalities.

13 i. Intentionally Left Blank.

14 j. "Paragraph" shall mean a portion of this Consent Decree identified by an
15 Arabic numeral or an upper or lower case letter.

16 k. "Party" or "Parties" shall mean the United States, the County, the City,
17 STR, and the Settling Third-Party Defendants.

18 l. "Remaining Litigant" or Remaining Litigants" shall mean the United
19 States, the County, the City, STR, Barton Health Care System, and the South Tahoe
20 Public Utility District.

21 m. "Section" shall mean a portion of this Consent Decree identified by a
22 Roman numeral.

23 n. "Settling Third-Party Defendant" or "Settling Third-Party Defendants"
24 shall mean those persons, corporations or other entities listed in Paragraph 5 of this
25 Consent Decree, below. The definition of "Settling Third-Party Defendants" shall also
26 include the predecessors, parent corporations, subsidiaries, successors and assigns of each
27 Settling Third Party Defendant listed in Paragraph 5, below, provided that, solely for the
28 purposes of the United States' Covenant Not To Sue set forth in Paragraph 8, such

1 definition is limited to include only those respective predecessors, parent corporations,
2 subsidiaries, successors and assigns (1) identified in Appendix "A" to this Consent
3 Decree, and/or (2) whose alleged liability with respect to the Site arises from the same
4 arrangements for disposal or treatment, or arrangements for disposal or transport for
5 disposal or treatment, alleged in the County's Second Amended Third Party Complaint in
6 this Action. Provided further that the United States' Covenant Not To Sue set forth in
7 Paragraph 8 shall be null and void as to any such predecessor, parent corporation,
8 subsidiary, successor, or assign that brings an action against the United States asserting
9 claims within the scope of the Covenant Not To Sue by Settling Third Party Defendants
10 set forth in Paragraph 11.

11 o. "Settling Party" or "Settling Parties" shall mean the County, the City ,
12 STR, and the Settling Third-Party Defendants.

13 p. "Site" shall mean the Meyers Landfill Site, located in Meyers, El Dorado
14 County, California, encompassing the areal extent of contamination including, without
15 limitation, approximately 11-acres of buried waste and the groundwater plume originating
16 therefrom (which presently has an areal extent of approximately 31 acres), and generally
17 shown on the map included in Appendix "B."

18 q. "STR" shall mean South Tahoe Refuse Company, Inc. and any of its
19 predecessors, parent corporations, subsidiaries, successors, and assigns.

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

22 **V. SETTLEMENT PAYMENTS**

23 4. As described in more detail below, Settling Third-Party Defendants will pay the
24 total amount of \$1,250,000, to be deposited and held in the Court Registry Account and
25 distributed as mutually agreed in writing by the United States and the County, or by order of the
26 Court, for the sole purpose of reimbursing the United States and/or the County for past or future
27 environmental costs of "response" as defined in CERCLA incurred at or related to the Site.

28 5. Within twenty (20) business days of the Effective Date (as defined in Section XII

1 (Effective Date) of this Consent Decree), of the foregoing total settlement amount, each of the
2 following Settling Third-Party Defendants or their insurers will deposit, by check or wire transfer,
3 the following amounts into the Court Registry Account:

| | | |
|----|--|-----------|
| 4 | Douglas County, Nevada: | \$150,000 |
| 5 | Lake Tahoe Unified School District: | \$100,000 |
| 6 | The Hertz Corporation | |
| 7 | (for itself and for Hertz Local Edition Corporation): | \$50,000 |
| 8 | Raley's: | \$100,000 |
| 9 | Harrah's Operating Company, Inc. | |
| 10 | (for itself and for Harveys Tahoe Management Company): | \$350,000 |
| 11 | Heavenly Valley Ski & Resort and Heavenly Valley: | \$250,000 |
| 12 | Sierra Pacific Power Company: | \$100,000 |
| 13 | Safeway Inc.: | \$150,000 |

13 Counsel for each Settling Third-Party Defendant making a settlement payment in accordance with
14 this Paragraph shall provide notice of such payment within five (5) Days to counsel for the Parties
15 as provided for in Section XI (Notice) of this Consent Decree.

16 6. Such settlement payments will be made to an interest-bearing account in the
17 Registry of the United States District Court for the Eastern District of California, to be titled
18 "United States v. El Dorado County, et al. (hereinafter the "Court Registry Account"). All funds
19 in the Court Registry Account are to be maintained in that account with the express purpose that
20 such funds be disbursed only for past or future costs of "response" as that term is defined in
21 CERCLA. Funds in the Court Registry Account may be disbursed either upon the joint request of
22 the United States and the County and with the approval of this Court, or pursuant to any Final
23 Judgment entered by this Court in this case. Upon either a joint request, to be made by noticed
24 motion, by Stipulation or as part of a Consent Decree, or, if necessary, upon a joint request made
25 on an ex parte basis (i.e., a joint request made to the Court by the County and the United States
26 without notice to the Remaining Litigants), the Clerk of the Court shall pay some or all of the
27 funds in the Court Registry Account as directed by the Court. So as to avoid a potential double
28 recovery, if such funds are disbursed prior to a Final Judgment, the party to whom the funds are

1 disbursed may not claim the amount of disbursement(s) as a recoverable cost of response. If
2 funds remain in the Court Registry Account at the time of a Final Judgment, the amount
3 remaining in the Court Registry Account shall be disbursed in accordance with the Final
4 Judgment or pursuant to further court order. If the Final Judgment exceeds the balance in the
5 Court Registry Account, the amount that a party is entitled to recover pursuant to the Final
6 Judgment shall be accordingly reduced by the amount then disbursed. If the amount remaining in
7 the Court Registry Account exceeds the amount of the Final Judgment, then funds shall be
8 disbursed to the party entitled to recover in the full amount of the Final Judgment, in which case
9 the recoverable amount shall be reduced to zero and any remaining funds shall be held in the
10 Court Registry Account to fund future costs of response.

11 7. No Settling Third-Party Defendant shall be liable to the County or the United
12 States for any other Settling Third-Party Defendant's payment obligation under this Consent
13 Decree. Failure of any Settling Third-Party Defendant to make its payment obligation in a timely
14 manner shall be a material breach of this Consent Decree as to that Settling Third-Party
15 Defendant only, and the County, the United States, and the other Settling Third-Party Defendants
16 reserve their rights to pursue any and all available remedies for such a breach. If any payment
17 required by Paragraph 5 of this Consent Decree is not made within 20 business days of the
18 Effective Date, any Settling Third-Party Defendant failing to make timely payment shall pay
19 simple interest, at a rate of 10% per annum, on the unpaid balance. Interest shall begin to accrue
20 20 business days after the Effective Date and shall accrue through the date of the Settling Third-
21 Party Defendant's payment. Payment of interest under this Paragraph shall be in addition to such
22 other remedies available to the County, the United States, or the other Settling Third-Party
23 Defendants by virtue of any Settling Third-Party Defendant's failure to make timely payment
24 under Paragraph 5 of this Consent Decree.

25 **VI. COVENANTS NOT TO SUE BY THE UNITED STATES**

26 8. Except as specifically provided for in this Section, the United States covenants not
27 to sue or to take administrative action against any Settling Third-Party Defendant pursuant to
28 Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), relating to the Site. With

1 respect to present and future liability, this covenant not to sue shall take effect with respect to
2 each Settling Third-Party Defendant upon that Settling Third-Party Defendant's deposit in Court
3 Registry Account of all payments required by Section V (Settlement Payments) of this Consent
4 Decree, including any interest due under Paragraph 7 of this Consent Decree from any Settling
5 Third-Party Defendant. This covenant not to sue with respect to each Settling Third-Party
6 Defendant is conditioned upon the satisfactory performance by that Settling Third-Party
7 Defendant of its obligations under this Consent Decree. This covenant not to sue extends only to
8 Settling Third-Party Defendants and does not extend to any other person or entity.

9 9. The United States reserves, and this Consent Decree is without prejudice to, all
10 rights against each Settling Third-Party Defendant with respect to all matters not expressly
11 included within the Covenant Not to Sue by United States in this Section VI. Notwithstanding
12 any other provision of this Consent Decree, the United States reserves all rights against each
13 Settling Third-Party Defendant with respect to:

- 14 a. liability for failure of Third-Party Settling Defendants to meet a
15 requirement of this Consent Decree;
- 16 b. criminal liability;
- 17 c. liability for damages for injury to, destruction of, or loss of natural
18 resources, and for the costs of any natural resources damages assessments; and
- 19 d. liability arising from the past, present, or future disposal, release or threat
20 of release of a hazardous substance, pollutant, or contaminant from a facility located
21 outside of the Site.

22 10. Except as provided in this Consent Decree, the United States retains all authority
23 and reserves all rights to take any and all response actions authorized by law at the Site.

24 **VII. COVENANTS NOT TO SUE BY SETTLING THIRD-PARTY DEFENDANTS**

25 11. Settling Third-Party Defendants covenant not to sue and agree not to assert any
26 claims or causes of action against the United States, or its contractors or employees, with respect
27 to the Site or this Consent Decree, including but not limited to:
28

1 a. any direct or indirect claim for reimbursement from the Hazardous
2 Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42
3 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

4 b. any claim arising out of response actions at or in connection with the Site,
5 including any claim under the United States Constitution, the California Constitution, the
6 Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as
7 amended, or at common law; or

8 c. any claim against the United States pursuant to Sections 107 and 113 of
9 CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

10 12. Except as provided in Paragraphs 14 and 29 of this Consent Decree, these
11 covenants not to sue shall not apply in the event the United States brings a cause of action or
12 issues an order pursuant to the reservations set forth in Paragraph 9 of this Consent Decree, but
13 only to the extent that Settling Third-Party Defendants' claims arise from the same response
14 action or response costs that the United States is seeking pursuant to the applicable reservation.

15 13. Nothing in this Consent Decree shall be deemed to constitute approval or
16 preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or
17 40 C.F.R. 300.700(d).

18 14. Settling Third-Party Defendants agree not to assert any CERCLA claims or causes
19 of action that they may have for all matters relating to the Site, including for contribution, against
20 any other person. This waiver shall not apply with respect to any defense, claim, or cause of
21 action that a Settling Third-Party Defendant may have against any person if such person asserts a
22 claim or cause of action relating to the Site against such Settling Third-Party Defendant.

23 **VIII. RELEASES BY THE COUNTY**

24 15. Upon the Effective Date, the County expressly, knowingly, and voluntarily
25 releases any and all claims and causes of action, known or unknown, which it has or may have
26 against each and every Settling Third-Party Defendant relating to, arising out of, or in any manner
27 pertaining to the Site including, without limitation, the following: any release or threatened
28 release and/or disposal of hazardous substances, pollutants, or contaminants at or from the Site;

1 the United States's Complaint; or the County's Second Amended Third Party Complaint. In
2 addition, upon the Effective Date, the County expressly, knowingly, and voluntarily releases any
3 and all claims and causes of action, known or unknown, against each and every Settling Third-
4 Party Defendant for any and all liability for injury to, destruction of, or loss of natural resources,
5 and for the costs of any natural resources damages assessments in the event any such claims are
6 brought by or against the County. As to the claims and causes of action released by this
7 Paragraph, the County also expressly, knowingly, and voluntarily waives any and all rights and
8 benefits conferred upon it by the provisions of Section 1542 of the California Civil Code, which
9 states:

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

13 16. Upon the Effective Date, any and all claims asserted by the County in its Second
14 Amended Third Party Complaint against any Settling Third-Party Defendant shall be dismissed
15 by the Court with prejudice.

16 17. The County shall not request, suggest, or promote to the Lahonton Regional Water
17 Quality Control Board or any other environmental regulatory agency that any of the Settling
18 Third-Party Defendants be included in any order or other directive by said agency related to or
19 arising out of the Site.

20 18. Should the Lahonton Regional Water Quality Control Board or any other
21 environmental regulatory agency indicate an intent to or actually include any Settling Third-Party
22 Defendant in an order, directive, or action related to or arising out of the Site, the County shall
23 send a letter to the issuing agency as soon as practicable, in a form mutually acceptable to the
24 County and the relevant Settling Third-Party Defendant(s), informing said agency that the
25 Settling Third-Party Defendant(s) has settled this Action with the County and the United States in
26 good faith, and should not be named as Dischargers or Responsible Parties in connection with any
27 order, directive, or action related to or arising out of the Site.

28 19. If the County acquires at any time an ownership interest in all or any portion of the

1 Site, the County shall make good faith efforts to investigate and/or remediate environmental
2 conditions at the Site through site closure and/or implement other proper remedial measures in
3 compliance with applicable law and shall not seek, directly or indirectly, to compel assistance,
4 financial or otherwise, from any Settling Third-Party Defendant.

5 **IX. RELEASES BY SETTLING THIRD-PARTY DEFENDANTS, THE CITY, AND**
6 **STR**

7 20. Upon the Effective Date, each and every Settling Third-Party Defendant expressly,
8 knowingly, and voluntarily releases any and all claims and causes of action, known or unknown,
9 which it has or may have against the County, all other Settling Third-Party Defendants, the City,
10 and STR relating to, arising out of, or in any manner pertaining to the Site including, without
11 limitation, the following: any release or threatened release and/or disposal of hazardous
12 substances, pollutants, or contaminants at or from the Site; the United States's Complaint; or the
13 County's Second Amended Third Party Complaint. With respect to the claims and causes of
14 action released by this Paragraph, each Settling Third-Party Defendant also expressly, knowingly,
15 and voluntarily waives any and all rights and benefits conferred upon it by the provisions of
16 Section 1542 of the California Civil Code, as recited in Paragraph 15 of this Consent Decree.

17 21. Upon the Effective Date, any and all claims, counterclaims, or cross-claims
18 asserted by any Settling Third-Party Defendant against the County, the City, STR, or any other
19 Settling Third-Party Defendant shall be dismissed by the Court with prejudice.

20 22. Upon the Effective Date, the City expressly, knowingly, and voluntarily releases
21 any and all claims or causes of action, known or unknown, which it has or may have against any
22 Settling Third-Party Defendant relating to, arising out of, or in any manner pertaining to the Site
23 including, without limitation, the following: any release or threatened release and/or disposal of
24 hazardous substances, pollutants, or contaminants at or from the Site; the United States's
25 Complaint; or the County's Second Amended Third Party Complaint. In addition, upon the
26 Effective Date, the City expressly, knowingly, and voluntarily releases any and all claims and
27 causes of action, known or unknown, against each and every Settling Third-Party Defendant for
28 any and all liability for injury to, destruction of, or loss of natural resources, and for the costs of

1 any natural resources damages assessments in the event any such claims are brought by or against
2 the City. With respect to the claims and causes of action released by this Paragraph, the City also
3 expressly, knowingly, and voluntarily waives any and all rights and benefits conferred upon it by
4 the provisions of Section 1542 of the California Civil Code, as recited in Paragraph 15 of this
5 Consent Decree.

6 23. Upon the Effective Date, any and all claims, counterclaims, or cross-claims
7 asserted by the City against any Settling Third-Party Defendant shall be dismissed by the Court
8 with prejudice.

9 24. Upon the Effective Date, STR expressly, knowingly, and voluntarily releases any
10 and all claims and causes of action, known or unknown, which it has or may have against each
11 and every Settling Third-Party Defendant relating to, arising out of, or in any manner pertaining
12 to the Site including, without limitation, the following: any release or threatened release and/or
13 disposal of hazardous substances, pollutants, or contaminants at or from the Site; the United
14 States's Complaint; or the County's Second Amended Third Party Complaint. In addition, upon
15 the Effective Date, STR expressly, knowingly, and voluntarily releases any and all claims and
16 causes of action, known or unknown, against each and every Settling Third-Party Defendant for
17 any and all liability for injury to, destruction of, or loss of natural resources, and for the costs of
18 any natural resources damages assessments in the event any such claims are brought by or against
19 STR. With respect to the claims and causes of action released by this Paragraph, STR also
20 expressly, knowingly, and voluntarily waives any and all rights and benefits conferred upon it by
21 the provisions of Section 1542 of the California Civil Code, as recited in Paragraph 15 of this
22 Consent Decree.

23 25. Upon the Effective Date, any and all claims, counterclaims, or cross-claims
24 asserted by STR against any Settling Third-Party Defendant shall be dismissed by the Court with
25 prejudice.

26 **X. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION**

27 26. Except as provided in Section III (Parties Bound), nothing in this Consent Decree
28 shall be construed to create any rights in, or grant any cause of action to, any person not a Party to

1 this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights
2 that any person not a signatory to this Consent Decree may have under applicable law. Except as
3 provided in Sections VI (Covenants Not to Sue by the United States) and VII (Covenants Not to
4 Sue by Settling Third-Party Defendants), the Parties expressly reserve any and all rights
5 (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of
6 action which they may have with respect to any matter, transaction, or occurrence relating in any
7 way to the Site against any person not a Party hereto. Nothing in this Consent Decree diminishes
8 the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. §
9 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action
10 and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).
11 Nothing in this Consent Decree shall be construed to affect the claims and litigation in this Action
12 between or among the Remaining Litigants. Nothing in this Consent Decree or the fact of entry
13 into the settlement described herein shall be deemed as an admission by any of the Remaining
14 Litigants, nor shall it preclude or estop any of the Remaining Litigants from asserting in the
15 Action as against the other Remaining Litigants, any fact or contention, whether such fact or
16 contention is consistent with or contrary to any of the statements and matters set forth herein,
17 except for the fact of this settlement between the Settling Parties and the United States and the
18 jurisdiction of the Court to approve this settlement under CERCLA. Specifically, none of the
19 Remaining Litigants concedes for purposes of the Action that the Court has jurisdiction of this
20 Action under CERCLA, or that any of the Remaining Litigants has incurred response costs within
21 the meaning of CERCLA, or that hazardous substances have been deposited at or found at the
22 Site, or any other fact or contention that has been or may be asserted or denied in any of the
23 Remaining Litigants' pleadings.

24 27. The Parties agree, and by entering this Consent Decree this Court finds, that this
25 settlement constitutes a judicially-approved settlement for purposes of Section 113(f)(2) of
26 CERCLA, 42 U.S.C. § 9613(f)(2) and that each Settling Third-Party Defendant is entitled, as of
27 the Effective Date, to protection from contribution actions or claims as provided by Section
28 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), or as may be otherwise provided by law, for

1 “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are
2 any and all response actions taken or to be taken and any and all response costs incurred or to be
3 incurred at or in connection with the Site by the United States or any other person, as well as any
4 civil liability to the United States, the County, or any other entity or person arising out of the
5 release or threatened release and/or disposal of hazardous substances, pollutants, or contaminants
6 at or from the Site; provided, however, that if the United States exercises rights under the
7 reservations in Section VI (Covenant Not To Sue by the United States), other than in Paragraphs
8 9.a. (claims for failure to meet a requirement of the settlement), or 9.b. (criminal liability), the
9 “matters addressed” in this Consent Decree will no longer include those response costs or
10 response actions that are within the scope of the exercised reservation.

11 28. Each Settling Third-Party Defendant agrees that, with respect to any suit or claim
12 brought by it for matters addressed in this Consent Decree, it shall notify the Forest Service, the
13 Department of Justice, and the County in writing no later than sixty (60) Days prior to the
14 initiation of such suit or claim. Each Settling Third-Party Defendant also shall, with respect to
15 any suit or claim brought against it for matters addressed in this Consent Decree, it will notify the
16 Forest Service, the Department of Justice, and the County in writing within ten (10) business days
17 of service of the complaint or claim upon it. In addition, each Settling Third-Party Defendant
18 shall notify the Forest Service, the Department of Justice, and the County within ten (10) business
19 days of service or receipt of any Motion for Summary Judgment, and within ten (10) business
20 days of receipt of any order from a court setting a case for trial, for matters addressed in this
21 Consent Decree.

22 29. In any subsequent administrative or judicial proceeding initiated by the United
23 States within the scope of the Reservation of Rights set forth in Paragraph 9 of this Consent
24 Decree for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling
25 Third-Party Defendants shall not assert, and may not maintain, any defense or claim based upon
26 the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other
27 defenses based upon any contention that the claims raised by the United States in the subsequent
28 proceeding were or should have been brought in the instant case; provided, however, that nothing

1 in this Paragraph affects the enforceability of the Covenant Not to Sue by United States set forth
2 in Section VI (Covenants Not to Sue by the United States) of this Consent Decree.

3 30. Until five (5) years after the Effective Date, each Settling Third-Party Defendant
4 shall preserve and retain all of its own records now in its possession or control, if any, or which
5 come into its possession or control, that relate in any manner to response actions taken at the Site
6 or the liability of any person under CERCLA with respect to the Site, regardless of any corporate
7 retention policy to the contrary. However, nothing in this Paragraph shall be deemed applicable
8 to records obtained by a Settling Third-Party Defendant solely as a result of the Settling Third-
9 Party Defendant's participation in this Action.

10 31. At least ninety (90) days prior to the destruction by a Settling Third-Party
11 Defendant of any records described in Paragraph 30 of this Consent Decree, which destruction
12 cannot take place prior to the conclusion of the document retention period described in that same
13 Paragraph 30, the Settling Third-Party Defendant shall notify the Forest Service, the Department
14 of Justice, and the County in accordance with Section XI (Notice) of this Consent Decree of that
15 Settling Third-Party Defendants' intent to destroy such records. The Forest Service, the
16 Department of Justice, and/or the County may notify, in accordance with Section XI (Notice) of
17 this Consent Decree, the Settling Third-Party Defendant intending to destroy such records of its
18 objection to the destruction of such records. Upon receipt of such notification, the Settling Third-
19 Party Defendant shall, in lieu of destroying such records, deliver the records, or copies thereof, to
20 the appropriate objecting party(ies). Nothing in this Paragraph shall prohibit a Settling Third-
21 Party Defendant from asserting in response to a notice of objection from the Forest Service, the
22 Department of Justice, or the County that certain records are privileged under the attorney-client
23 privilege, attorney work-product doctrine, or any other privilege recognized by federal law. If the
24 Settling Third-Party Defendant asserts such a privilege, they shall provide the objecting party(ies)
25 with the following information: (1) the title of the record; (2) the date of the record; (3) the name
26 and title of the author of the record; (4) the name and title of each addressee and recipient; (5) a
27 description of the subject of the record; and (6) the privilege asserted. If a claim of privilege
28 applies only to a portion of a record, the record shall be provided to the Forest Service, the

1 Department of Justice, or the County in redacted form to mask the privileged information only. A
2 Settling Third-Party Defendant shall retain all records it claims to be privileged until the United
3 States has had a reasonable opportunity to dispute the privilege claim and any such dispute has
4 been resolved in the Settling Third-Party Defendant's favor. However, no records created or
5 generated pursuant to the requirements of this or any other settlement with the United States shall
6 be withheld on the grounds that they are privileged.

7 32. Each Settling Third-Party Defendant hereby certifies individually that it has
8 conducted a thorough, comprehensive, good faith search for documents, and has fully and
9 accurately disclosed to the Forest Service or produced or made available in response to discovery
10 served in this Action, all documents (if any) currently in its possession, or in the possession of its
11 officers, directors, employees, contractors or agents, which relate in any way to the ownership,
12 operation, or control of the Site, or the ownership, possession, generation, treatment,
13 transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in
14 connection with the Site; that, to the best of its knowledge and belief, after reasonable inquiry, it
15 has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or
16 information relating to its potential liability regarding the Site since notification of potential
17 liability by the United States or the County or the filing of suit against it regarding the Site; and
18 that it fully complied with any and all Forest Service requests for information pursuant to
19 Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of
20 RCRA, 42 U.S.C. § 6927. The United States acknowledges that the Forest Service is subject to
21 all applicable Federal record retention laws, regulations, and policies.

22 33. With regard to potential claims for contribution or damages against the Settling
23 Third-Party Defendants, the Parties agree, and the Court finds as follows:

24 a. This Consent Decree constitutes a judicially approved settlement within the
25 meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2); and

26 b. This settlement is a good faith settlement for purposes of California Code
27 of Civil Procedure Section 877.6.

28 34. Nothing in this Consent Decree shall release any claim as to any entity or person

1 not subject to this Consent Decree.

2 **XI. NOTICE**

3 35. Whenever, under the terms of this Consent Decree, notice is required to be given
4 or a document is required to be sent by one Party to another, it shall be in writing and directed to
5 the individuals at the addresses specified below, unless those individuals or their successors give
6 notice of a change to the other Parties in writing. Written notice as specified herein shall
7 constitute complete satisfaction of any notice requirement of the Consent Decree with respect to
8 the United States, Department of Justice, Forest Service, the County, the City, STR, and the
9 Settling Third-Party Defendants, respectively.

10 **As to the United States:**

11 **As to the Department of Justice:**

12 Chief, Environmental Enforcement
13 Section
14 Environment and Natural Resources
15 Division
16 U.S. Department of Justice
(DJ # 90-11-3-06554)
P.O. Box 7611
Washington D.C. 20044-7611

As to the Forest Service:

Dennis Geiser
Regional Environmental Engineer
Pacific Southwest Region, Region 5
1323 Club Drive
Vallejo, California 94592

John Maher
Lake Tahoe Basin Management Unit
35 College Drive
South Lake Tahoe, CA 96150

Rose Miksovsky
Staff Attorney
Office of the General Counsel
33 New Montgomery St., 17th Floor
San Francisco, California 94150

20 **As to the County:**

21 Michael Ciccozzi
22 Deputy County Counsel
23 Office of the County Counsel,
330 Fair Lane
Placerville, CA 95667

As to the City:

City Attorney's Office
City of South Lake Tahoe
1901 Airport Road, Suite 300
South Lake Tahoe, CA 96150

24 With a copy to:

25
26 Thomas F. Vandenburg, Esq.
27 Dongell Lawrence Finney LLP
28 707 Wilshire Boulevard, 45th Floor
Los Angeles, Ca. 90017

With a copy to:

Tripp Goldsberry, Esq.
Goldsberry, Freeman & Guzman LLP
777 12th Street, Suite 250
Sacramento CA 95814

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As to STR:

Jeffrey Tillman
c/o South Tahoe Refuse Company
2140 Ruth Avenue
South Lake Tahoe, CA 96150

With a copy to:

Jeffrey K. Rahbeck, Esq.
PO Box 435
Zephyr Cove, NV 89448.

As to The Hertz Corporation:

Neale R. Bedrock
Senior Staff Counsel
The Hertz Corporation
225 Brae Boulevard
Park Ridge, NJ 07656

With a copy to:

Robert P. Soran, Esq.
Amilia Glikman, Esq.
Downey Brand LLP
555 Capitol Mall, 10th Floor
Sacramento, CA 95814

As to Lake Tahoe Unified School District:

Dr. James Tarwater, Superintendent
Lake Tahoe Unified School District
1021 Al Tahoe Blvd.
South Lake Tahoe, CA 96150

With a copy to:

William T. Chisum, Esq.
Kronick, Moskovitz, Tiedemann &
Girard
400 Capitol Mall, 27th Floor
Sacramento, CA 95814

As to Douglas County, Nevada:

County Manager
Douglas County
P.O. Box 218
Minden, NV 89

With a copy to:

Scott W. Gordon, Esq.
Law Offices of Scott W. Gordon
1990 North California Blvd., Suite 940
Walnut Creek, California 94596

As to Raley's:

General Counsel
Raley's
500 West Capitol Avenue
West Sacramento, CA 95605-2696

With a copy to:

Robert P. Soran, Esq.
Amilia Glikman, Esq.
Downey Brand LLP
555 Capitol Mall, 10th Floor
Sacramento, CA 95814

As to Harrah's Operating Company, Inc. and Harveys Tahoe Management Company, Inc.:

Michael Kostrinsky
Chief Litigation Officer
Harrah's Entertainment, Inc.
One Harrah's Court
Las Vegas, NV 89119-4312

With a copy to:

Marc A. Zeppetello, Esq.
Barg Coffin Lewis & Trapp, LLP
350 California Street, 22nd Floor
San Francisco, CA 94104-1435

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**As to Heavenly Valley Ski & Resort
and Heavenly Valley:**

Andrew M. Hensler, Esq.
Senior Corporate Counsel
Vail Resorts
390 Interlocken Crescent
Suite 1000
Broomfield, CO 80021
(303) 404-1893

With a copy to:

Robert P. Hoffman, Esq.
Paul, Hastings, Janofsky and Walker
1127 - 11th Street, Suite 905
Sacramento, CA 95814
(916) 552-6830

As to Safeway, Inc.:

Valerie D. Lewis, Esq.
Safeway Inc.
5918 Stoneridge Mall Road
Pleasanton, CA 94588

With copy to:

William D. Wick, Esq.
Wactor & Wick LLP
Environmental Attorneys
180 Grand Avenue, Suite 950
Oakland, CA 94612

As to Sierra Pacific Power Company:

Bob Jones
Senior Claims Manager
Sierra Pacific Power Company
Attn: Claims Dept
P.O. Box 10100
Reno, NV 89520

With a copy to:

Jacey Prupas, Esq.
Morris Pickering & Peterson
6100 Neil Road, Suite 555
Reno, Nevada 89511

XII. EFFECTIVE DATE

36. The Effective Date of this Consent Decree shall be the date upon which this
Consent Decree is entered by the Court.

XIII. RETENTION OF JURISDICTION

37. This Court retains jurisdiction over both the subject matter of this Consent Decree
and the Parties for the duration of the performance of the terms and provisions of this Consent
Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such

1 further order, direction, and relief as may be necessary or appropriate for the construction or
2 modification of this Consent Decree, or to effectuate or enforce compliance with its terms.

3 **XIV. MODIFICATION**

4 38. There shall be no modification of this Consent Decree without written notification
5 to pursuant to Section XI (Notice) of this Consent Decree; written approval of each of the Parties;
6 and approval by the Court.

7 39. Nothing in this Consent Decree shall be deemed to alter the Court's power to
8 enforce, supervise or modify this Consent Decree.

9 **XV. TERMINATION**

10 40. Each Settling Third-Party Defendant shall have fulfilled its obligations under this
11 Consent Decree upon deposit in the Court Registry Account of the settlement payment required
12 of that Settling Third-Party Defendant pursuant to Paragraph 5 of this Consent Decree.

13 **XVI. COSTS OF SUIT**

14 41. The County, each Settling Third-Party Defendant, the City, and STR shall each
15 bear their own costs and attorneys' fees with respect to the claims and causes of action settled by
16 or dismissed pursuant to this Consent Decree. The United States covenants that it shall not seek
17 to recover its costs and attorneys' fees from any Settling Third-Party Defendant. Nothing in this
18 Consent Decree shall be construed to limit the right of the United States to seek to recover its
19 costs and attorneys' fees from the Remaining Litigants pursuant to CERCLA or other applicable
20 law.

21 **XVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

22 42. This Consent Decree shall be lodged with the Court for a period of not less than
23 thirty (30) Days for public notice and comment. The United States reserves the right to withdraw
24 or withhold its consent if the comments regarding the Consent Decree disclose facts or
25 considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate.
26 Settling Third-Party Defendants consent to the entry of this Consent Decree without further
27 notice.

28 43. If for any reason this Court should decline to approve this Consent Decree in the

1 form presented, this agreement is voidable at the sole discretion of any Party and the terms of the
2 agreement may not be used as evidence in any litigation between the Parties.

3 **XVIII. SIGNATORIES / SERVICE**

4 44. Each undersigned representative of a Settling Party to this Consent Decree and the
5 Assistant Attorney General for the Environment and Natural Resources Division of the
6 Department of Justice certifies that he or she is fully authorized to enter into the terms and
7 conditions of this Consent Decree and to execute and legally bind such Party to this document.

8 45. Each Settling Party hereby agrees not to oppose entry of this Consent Decree by
9 this Court or to challenge any provision of this Consent Decree unless the United States has
10 notified the Settling Parties in writing that it no longer supports entry of the Consent Decree.

11 46. Each Settling Party shall identify, on the attached signature page, the name,
12 address and telephone number of an agent who is authorized to accept service of process by mail
13 on behalf of that party with respect to all matters arising under or relating to this Consent Decree.
14 Settling Parties hereby agree to accept service in that manner and to waive the formal service
15 requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local
16 rules of this Court, including, but not limited to, service of a summons.

17 SO ORDERED THIS ___ DAY OF _____, 2009.

18
19 _____
20 Honorable Morrison C. England, Jr.
21 United States District Judge,
22 Eastern District of California
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. El Dorado County, California, and City of South Lake Tahoe*, and related actions, Case No. CIV S-01-1520 MCE GGH, concerning the Site.

FOR THE UNITED STATES OF AMERICA

LAWRENCE G. BROWN
Acting United States Attorney

Date: _____

~~JOHN C. CRUDEN~~
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

KARL J. FINGERHOOD *JK*
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611

Date: 8/14/09

ANDREW DOYLE *AD*
Environmental Defense Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 23986
Washington, DC 20026-3986

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. El Dorado County, California, and City of South Lake Tahoe*, and related actions, Case No. CIV S-01-1520 MCE GGH, concerning the Site.

FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE

Date: 11/13/2008

RANDY MOORE
Regional Forester
U.S. Department of Agriculture
Forest Service
1323 Club Drive
Vallejo, California 94592

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. El Dorado County, California, and City of South Lake Tahoe*, and related actions, Case No. CIV S-01-1520 MCE GGH, concerning the Site.

Date: 10/28/08 FOR THE COUNTY OF EL DORADO, CALIFORNIA

ATTEST: SUZANNE ALLEN de SANCHEZ, Clerk of the Board of Supervisors
Signature: _____

By: [Signature] DEPUTY [Signature]
Name (print): RUSTY DUPRAY
Title: CHAIRMAN
Address: _____

Agent Authorized To Accept Service On Behalf Of Above-Signed Party:
Name (print): _____
Title: _____
Address: _____

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. El Dorado County, California, and City of South Lake Tahoe*, and related actions, Case No. CIV S-01-1520 MCE GGH, concerning the Site.

Date: November 10, 2008

FOR THE CITY OF SOUTH LAKE TAHOE,
CALIFORNIA

Signature: (

Name (print): CATHERINE L. DiCAMILLO

Title: CITY ATTORNEY

Address: 1901 AIRPORT ROAD Suite 300
SOUTH LAKE TAHOE, CA 96150

Agent Authorized To Accept Service On Behalf Of
Above-Signed Party:

Name (print): CATHERINE L. DiCAMILLO

Title: CITY ATTORNEY

Address: 1901 AIRPORT ROAD Suite 300
SOUTH LAKE TAHOE, CA 96150

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United*
2 *States of America v. El Dorado County, California, and City of South Lake Tahoe*, and related
3 actions, Case No. CIV S-01-1520 MCE GGH, concerning the Site.
4

5
6 Date: 10/25/2008

FOR SOUTH TAHOE REFUSE COMPANY, INC.

7
8 Signature: _____

9
10 Name (print): JEFFERY R. TILLMAN

11 Title: President

12 Address: 5140 Ruth Avenue

South Lake Tahoe, CA 96150-4357

13
14
15
16 Agent Authorized To Accept Service On Behalf Of
Above-Signed Party:

17 Name (print): JEFFREY K. RAHBECK, ESQ.

18 Title: Attorney for STR

19 Address: PO Box 435

Zephyr Cove, NV 89448

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United*
2 *States of America v. El Dorado County, California, and City of South Lake Tahoe*, and related
3 actions, Case No. CIV S-01-1520 MCE GGH, concerning the Site.
4

5
6 Date: 12/23/08

FOR THE COUNTY OF DOUGLAS, NEVADA

7
8 Signature: _____

9
10 Name (print): Kelly D. Kite

11 Title: Douglas County Commission Chair

12 Address: Douglas County Manager

13 P.O. Box 218

14 Minden, NV 89423

15
16 Agent Authorized To Accept Service On Behalf Of
Above-Signed Party:

17 Name (print): Kelly D. Kite

18 Title: Douglas County Commission Chair

19 Address: Douglas County Manager

20 P.O. Box 218

21 Minden, NV 89423

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. El Dorado County, California, and City of South Lake Tahoe*, and related actions, Case No. CIV S-01-1520 MCE GGH, concerning the Site.

Date: 10/28/08

FOR THE HERTZ CORPORATION and HERTZ LOCAL EDITION CORPORATION

Signature: _____

Name (print): NEALE R. BEDROCK, Esq.

Title: SENIOR STAFF COUNSEL

Address: THE HERTZ CORPORATION
225 BRAE BLVD.
PARK RIDGE, NJ 07656

Agent Authorized To Accept Service On Behalf Of Above-Signed Party:

Name (print): ROBERT SORAN, Esq.

Title: _____

Address: DOWNNEY BRAND
621 CAPITOL MALL
SACRAMENTO, CA 95814

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. El Dorado County, California, and City of South Lake Tahoe*, and related actions, Case No. CIV S-01-1520 MCE GGH, concerning the Site.

Date: 10/27/08 FOR RALEY'S

Signature: _____

Name (print): Jennifer H. Crabb
Title: Corporate Secretary
Address: 500 West Capitol Ave.
West Sacramento, CA
95605

Agent Authorized To Accept Service On Behalf Of Above-Signed Party:

Name (print): _____
Title: _____
Address: _____

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. El Dorado County, California, and City of South Lake Tahoe*, and related actions, Case No. CIV S-01-1520 MCE GGH, concerning the Site.

Date: NOVEMBER 18, 2008 FOR LAKE TAHOE UNIFIED SCHOOL DISTRICT

Signature: _____

Name (print): DR. JAMES R. TARWATER

Title: SUPERINTENDENT

Address: 1021 AL TAHOE BLVD.
SOUTH LAKE TAHOE, CA 96150

Agent Authorized To Accept Service On Behalf Of Above-Signed Party:

Name (print): DEBRA YATES

Title: CHIEF FINANCIAL OFFICER

Address: 1021 AL TAHOE BLVD.
SOUTH LAKE TAHOE, CA 96150

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. El Dorado County, California, and City of South Lake Tahoe*, and related actions, Case No. CIV S-01-1520 MCE GGH, concerning the Site.

Date: November 14, 2008

FOR HARRAH'S OPERATING COMPANY, INC. and HARVEYS TAHOE MANAGEMENT COMPANY, INC.

Signature _____

Name (print): Michael Cohen

Title: VP & Corporate Secretary

Address: One Caesars Palace Drive
Las Vegas, NV 89109

Agent Authorized To Accept Service On Behalf Of Above-Signed Party:

Name (print): CSC, Wilmington, DE; and

Title: General Counsel

Address: Harrah's Entertainment, Inc.
One Caesars Palace Drive
Las Vegas, NV 89109

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United*
2 *States of America v. El Dorado County, California, and City of South Lake Tahoe*, and related
3 actions, Case No. CIV S-01-1520 MCE GGH, concerning the Site.
4

5
6 Date: 10/24/2008

FOR HEAVENLY VALLEY SKI & RESORT and
HEAVENLY VALLEY

7
8 Signature: _____

9
10 Name (print): FIONA ASHLEY

11 Title: -VP + General Counsel

12 Address: 390 Inteleken

Bloomfield (050002)

13
14
15
16 Agent Authorized To Accept Service On Behalf Of
Above-Signed Party:

17 Name (print): Corporation Service Company

18 Title: Agent of Service

19 Address: 2730 Gateway Oaks Dr.
SUITE 100

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21 SACRAMENTO, CA 95833

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. El Dorado County, California, and City of South Lake Tahoe*, and related actions, Case No. CIV S-01-1520 MCE GGH, concerning the Site.

Date: 10/22/08

FOR SIERRA PACIFIC POWER COMPANY

Signature: [Signature]

Name (print): Jeff Ceccarelli

Title: Pres. Sierra Pacific

Address: 6100 Neil Road
Reno, NV 89511

Agent Authorized To Accept Service On Behalf Of Above-Signed Party:

Name (print): Bob Jones

Title: Senior Claims Manager

Address: 6100 Neil Road
Reno, NV 89511

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. El Dorado County, California, and City of South Lake Tahoe*, and related actions, Case No. CIV S-01-1520 MCE GGH, concerning the Site.

Date: November 7, 2008 FOR SAFEWAY, INC.

Signature: _____

Name (print): Valerie D. Lewis

Title: Senior Corporate Counsel

Address: 5918 Stoneridge Mall Rd
Pleasanton, CA 94588

Agent Authorized To Accept Service On Behalf Of Above-Signed Party:

Name (print): Corporation Services Company

Title: _____

Address: 2730 Gateway Oaks Dr. #100
Sacramento, CA 95833
(800) 222-2122

APPENDIX "A"

(Referenced In Section IV.3.n of this Agreement)

For DOUGLAS COUNTY, NEVADA:

All departments, divisions, County districts, County special districts, and any and all political subdivisions of Douglas County.

For THE HERTZ CORPORATION:

Hertz Local Edition Corporation;

Nevada Car Rentals, Inc.;

Neva Cal Car Rentals, Inc.;

D.K.& H. Investments;

Donald E. Kerr;

Sandra M. Kerr;

Any and all Hertz Corporation licensees or franchisees of car rental operations, facilities or locations in the in the South Lake Tahoe region including but not limited to those car rental operations, facilities or locations at Stateline Nevada or the Lake Tahoe Airport;

Any and all owners or operators of car rental operations, facilities or locations in the South Lake Tahoe region in any way affiliated with the Hertz Corporation including but not limited to car rental operations, facilities or locations at Stateline Nevada or the Lake Tahoe Airport.

For RALEY'S:

Eagle Thrifty Market and Drugs, Inc.

For HARRAH'S OPERATING COMPANY, INC.:

Harveys Lake Tahoe Management Company, Inc., a Nevada corporation;

Tahoe Propco, LLC, a Delaware limited liability company;

Tahoe Mezz 9, LLC, a Delaware limited liability company;

Harrah's, a Nevada corporation;

Harrah's Club, a Nevada corporation;

Holiday Inns, Inc., a Tennessee corporation;

Embassy Suites, Inc., a Delaware corporation;

Any owner of record prior to 1987 of the Harrah's Lake Tahoe property located at

15 Highway 50, Stateline, Nevada (Assessor's Parcel No. 1318-27-002-005) to

the extent such owner's alleged liability arises in connection with the disposal or arrangement for disposal of waste from said property at the Site;

Bank of America, N.A. (solely as lender).

For HARVEYS TAHOE MANAGEMENT COMPANY, INC.:

Tahoe Mezz 9, LLC, a Delaware limited liability company;
Tahoe Propco, LLC, a Delaware limited liability company;
Tahoe Garage Propco, LLC, a Delaware limited liability company;
Harveys Casino Resorts, a Nevada corporation;
Colony Capital, LLC, a Delaware limited liability company;
Park Cattle Co., a Nevada corporation;
Any owner of record prior to 1987 of the Harveys Lake Tahoe property located at
18 Highway 50, Stateline, Nevada (Assessor's Parcel No. 1318-27-002-002) to
the extent such owner's alleged liability arises in connection with the disposal or
arrangement for disposal of waste from said property at the Site;
Bank of America, N.A. (solely as lender).

For HEAVENLY VALLEY SKI & RESORT AND HEAVENLY VALLEY:

VR Heavenly II, Inc.;
VR Heavenly I, Inc.;
VR Heavenly Concessions, Inc.;
Vail Holdings, Inc.;
Vail Resorts, Inc.;
The Vail Corporation.

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APPENDIX "B"

Site Features Map - Attached
Meyers Landfill
El Dorado County, California

