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**OCT 28 2005**

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**AUG 3 12005**

**LOS ANGELES**  
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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 FOR THE COUNTY OF LOS ANGELES  
13 CENTRAL DISTRICT-CENTRAL CIVIL WEST COURTHOUSE  
14

15 CONSUMER ADVOCACY  
GROUP, INC.,

Case No. BC240465

16  
17 Plaintiff,

**FR\*6YQaD] ORDER APPROVING**  
SETTLEMENT AGREEMENT AND JUDGMENT  
BETWEEN CONSUMER ADVOCACY GROUP,

18 V-

INC. AND ATLANTIC RICHFIELD COMPANY

19 ATLANTIC RICHFIELD CO.,

20 et al.,

21 Defendants.

Judge: Hon. Wendell Mortimer, Jr.  
Department: 307  
Date: October 28, 2005  
Time: 9:00 a.m.

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24  
25 Complaint filed: August 17, 1999  
(Matter stayed from August 2001 to April 2004)  
26  
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+AWV9"P] ORDER APPROVING SETTLEMENT AGREEMENT AND JUDGMENT BETWEEN  
CONSUMER ADVOCACY GROUP, INC. AND ATLANTIC RICHFIELD COMPANY

A. On August 17, 1999, plaintiff, Consumer Advocacy Group, Inc. ("CAG") commenced this action in San Francisco Superior Court on behalf of itself, and suing in the public interest pursuant to Health and Safety Code section 25249.7, subdivision (d) ("Proposition 65") and in the interest of the public pursuant to Business and Professions Code sections 17200, et seq. This action was transferred to Los Angeles Superior Court by order entered October 5, 2000.

B. CAG and DEFENDANT Atlantic Richfield Company ("ARCO") have executed a Settlement Agreement dated August 25, 2005, attached to this judgment as Exhibit A and which CAG has submitted to this Court for approval pursuant to Proposition 65.

C. This Court has considered the Settlement Agreement and determined that it represents a fair, reasonable, and adequate settlement between CAG and ARCO.

#### **FINDINGS OF FACT AND ORDER APPROVING SETTLEMENT AGREEMENT**

1. The Settlement Agreement attached hereto as Exhibit A attaches a settlement agreement entered in *Communities for a Better Environment et al. v. Tosco Corp., et al.*, San Francisco Superior Court Case No. 300595 (the "CBE Action"), which requires ARCO to undertake identified projects at its facilities throughout California, including all sites put in controversy against ARCO in this action, and to pay certain penalties. The San Francisco Superior Court previously reviewed, approved, and entered as a judgment the CBE settlement. In that judgment entered September 23, 2004, the San Francisco Superior Court determined: That the projects that ARCO would undertake as part of the settlement in the CBE Action were a fair and reasonable resolution of any claims for civil penalties, injunctive relief, and any other claim for relief in the CBE Action when considered in light of the factors

set forth in Proposition 65, the California Attorney General's Settlement Guidelines, and

the costs, risks, and uncertainties of continued litigation;

N That the projects that ARCO would undertake as part of the settlement in the CBE Action

would reduce actual and threatened discharges or releases of Proposition 65 listed  
Chemicals from ARCO's facilities in California; and

o That the San Francisco Superior Court would retain jurisdiction to assure appropriate

implementation of the settlement agreement in the CBE Action.

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2. This Court adopts the findings and judgment of the San Francisco Superior Court  
in the CBE Action as applicable to all sites in controversy in this action.

3. CAG's Motion for Judicial Approval of Settlement with Atlantic Richfield  
Company is granted in its entirety pursuant to Health and Safety Code section 25249.7,  
subdivision (f)(4).

- a. CAG has followed all procedural rules in seeking approval of the underlying settlement;
- b. The Settlement Agreement properly requires no specific warnings because the adequacy of warnings was not at issue in the litigation;
- c. The award of \$80,000 in attorneys' fees and costs to CAG and its counsel of record in this action as set forth in the Settlement Agreement is appropriate and reasonable under California law given the total fees and costs incurred by CAG and its counsel of record in prosecuting this action since 1999;
- d. The settlement in the CBE Action provides for certain conduct by the defendant in lieu of civil penalties, in the form of identified projects, for locations including those put into controversy against ARCO in this action.

1 These projects are reasonable in light of the criteria set forth in California  
2 Code of Regulations, title 11, section 3203, subdivision (c), and for the  
3 reasons stated in paragraphs 1 and 2, above.

4  
5 4. CAG adequately represented the public interest in entering into the Settlement  
6 Agreement.

7 5. The Settlement is in the public interest consistent with Health and Safety Code  
8 section 25249.7, subdivision (d).  
9

### 10 JUDGMENT

11 The Court finds that CAG and ARCO have stipulated to the entry of this Judgment. The  
12 Court, having considered the matter, the pleadings, and good cause appearing therefore, IT IS  
13 HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

- 14  
15 1. The Settlement Agreement, an executed copy of which is attached as Exhibit A, is  
16 approved as the Judgment of this Court resolving this action between CAG and ARCO.  
17 2. The Court Clerk is ordered to enter this Judgment as the Judgment of the Court as to  
18 defendant Atlantic Richfield Company.  
19 3. Atlantic Richfield Company is dismissed with prejudice from this action.  
20  
21 4. Except as otherwise set forth in the Settlement Agreement, all parties shall bear their own  
22 attorneys' fees and expert fees and costs.

23  
24 Dated:

25 **OCT 28 2005**  
26

27 HON. WENDELL MORTIMER, JR.  
28 Judge of the Superior Court