

ENDORSED
FILED
San Francisco County Superior Court

NOV 28 2005

GORDON PARK-II, Clerk
BY: JOSE RIOS MERIDA
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

**COMMUNITIES FOR A BETTER)
ENVIRONMENT, a California non-profit)
corporation, and NICOLE McAdam, on)
behalf of the general public,)**

CASE NO. 300595

JUDGMENT

Plaintiffs,

vs.

TOSCO CORPORATION, et al.,

Defendants.

JUDGMENT

The Court finds that Communities for a Better Environment ("CBE") and Nicole McAdam (collectively "Plaintiffs") and ConocoPhillips Company (individually and as successor to Tosco Corporation and Phillips Petroleum Company), Tosco Pipeline, and Tosco Trading, Transportation & Supply, Inc. (as successor to Tosco Refining Company, Inc.) (collectively "ConocoPhillips Defendants") have stipulated and consented to the entry of this Judgment. The Court having considered the matter, the pleadings, and good cause appearing therefor, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

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1. The Superior Court of the State of California in and for the County of San Francisco has jurisdiction over the subject matter of this action and has personal jurisdiction over the Plaintiffs and ConocoPhillips Defendants with respect to the matters addressed herein.

2. The Settlement Agreement, an executed copy of which is attached hereto as Exhibit "A", is approved as the Judgment of this Court resolving this action as between Plaintiffs and the ConocoPhillips Defendants. The Court Clerk is ordered to enter this Judgment as the Judgment of this Court.

3. The Superior Court of the State fo California in and for the County of San Francisco shall retain jurisdiction in this action in order to enforce the terms of the Settlement Agreement for the time period that is the longer of the following: (1) five years after this Judgment has become final and non-appealable, or (2) until the ConocoPhillips Defendants have submitted the Certification(s) to Plaintiffs pursuant to section 5.4 of the Settlement Agreement.

DATED: 11/23/05

RS / **RICHARD A. KRAMER** 
HON. RICHARD A. KRAMER
JUDGE OF THE SUPERIOR COURT



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San Francisco County Superior Court

NOV 28 2005

GORDON PARK-LI, Clerk
BY: JOSE RIOS MENEDA
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

COMMUNITIES FOR A BETTER)
ENVIRONMENT, a California non-profit)
corporation, and NICOLE McAdam, on)
behalf of the general public,)
Plaintiffs,)
vs.)
TOSCO CORPORATION, et al.,)
Defendants.)

CASE NO. 300595
~~PROPOSED~~ ORDER APPROVING
SETTLEMENT AGREEMENT

A. On January 19, 1999, plaintiffs, Communities for a Better Environment (“CBE”) and Nicole McAdam (collectively “Plaintiffs”) commenced this Action (“the Action”) on behalf of themselves, and suing in the public interest pursuant to California *Health & Safety Code* section 25249.7(d) and in the interest of the general public pursuant to California *Business & Professions Code* section 17204.

B. Plaintiffs and Defendants, ConocoPhillips Company (individually and as successor to Tosco Corporation and Phillips Petroleum Company), Tosco Pipeline, and Tosco Trading, Transportation & Supply, Inc. (as successor to Tosco Refining Company, Inc.) (hereinafter,

1 collectively, "ConocoPhillips" or the "ConocoPhillips Defendants") have executed a Settlement
2 Agreement dated July 12, 2005, which is attached to the judgment as Exhibit "A". The Settlement
3 Agreement and has been submitted to this Court for approval pursuant to California *Health & Safety*
4 *Code* Section 25249.7(f).

5 C. The Court has considered the Settlement Agreement and has determined that it
6 represents a fair, reasonable and adequate settlement between Plaintiffs and the ConocoPhillips
7 Defendants.

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

10 1. The Settlement Agreement attached to the judgment as Exhibit "A" provides for
11 payments to be made by the ConocoPhillips Defendants to the Attorney General's Office in the
12 amount of (\$100,000.00). Further, the ConocoPhillips Defendant will make a payments to the
13 Liberty Hill Foundation in Los Angeles the amount of (\$50,000.00) and to the Rose Foundation in
14 Oakland in the amount of (\$50,000.00) to fund environmental education programs. This Court has
15 considered the payments to be made to these three organizations, the projects to be undertaken by
16 the ConocoPhillips Defendants pursuant to the Settlement Agreement, and the factors stated in the
17 Health and Safety Code Section 25249.7(b). The Court determines that the payments to be made and
18 the projects to be undertake by the ConocoPhillips Defendants pursuant to the Settlement
19 Agreement, along with the requirement to comply with specified laws (as set forth in Section 6.0 of
20 the Settlement Agreement), as a fair and reasonable resolution of any and all claims for civil
21 penalties, injunctive relief and any other claim for relief in this Action when considered in light of
22 the factors set forth in California *Health & Safety Code* Section 25249.7(b)(2), the Attorney
23 General's Settlement Guidelines, and given the costs, risks and uncertainties of continued litigation.

24 2. ~~This Court determines~~ *The parties have represented that* that the projects required by the Settlement Agreement will
25 reduce actual and threatened discharges or releases of benzene and/or toluene from the Conoco
26 Phillips Defendants' facilities in California.

27 3. The Plaintiffs' Motion for Judicial Approval of Settlement with the ConocoPhillips
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RJK
JEM

1 Defendants is granted in its entirety pursuant to California *Health & Safety Code* section
2 25249.7(f)(4):

3 A. No warnings are specifically required by the Settlement Agreement because
4 the adequacy of warnings was not at issue in the litigation;

5 B. The award of attorneys' fees and costs in the amount of (\$900,000.00) and
6 the payment of such fees to Plaintiffs and their counsel of record in this
7 action as set forth in the Settlement Agreement is appropriate and reasonable
8 under California law given the total fees and costs incurred by Plaintiffs and
9 *the actual time spent on the case and the results achieved,* their counsel of record in prosecuting this action since 1999; *RAK*

10 C. The payments to be made to the Attorney General's Office (\$100,000.00), the
11 Liberty Hill Foundation in Los Angeles (\$50,000.00) and the Rose
12 Foundation in Oakland (\$50,000.00) and the projects described in the
13 Settlement Agreement are reasonable based on the criteria set forth in
14 California *Health & Safety Code* section 25249.7(b)(2).

15 4. Plaintiffs adequately represented the public interest in entering into the Settlement
16 Agreement.

17 5. The Settlement Agreement is in the public interest consistent with California *Health*
18 *& Safety Code* section 25249.7(d) and *Business & Professions Code* section 17204.

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20 IT IS SO ORDERED

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22 DATED: 11/23/05

23 /s/ RICHARD A. KRAMER *RAK*
24 HON. RICHARD A. KRAMER
25 JUDGE OF THE SUPERIOR COURT



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~~PROPOSED~~ ORDER APPROVING SETTLEMENT AGREEMENT

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA
3 COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18
5 and not a party to the within action; my business address is 10100 Santa Monica Boulevard, 16th
6 floor, Los Angeles, CA 90067.

7 On November 22, 2005, I served the foregoing documents described as: **[PROPOSED]**
8 **ORDER APPROVING SETTLEMENT AGREEMENT**
9 on the interested party(ies) in this action by placing ____ The original X A true copy thereof
10 enclosed in the sealed envelopes addressed as follows:

11 COURTESY COPY

12 James L. Arnone, Esq.
13 John J. Lyons, Esq.
14 Latham & Watkins
15 633 West Fifth Street, Suite 4000
16 Los Angeles, CA 90071-2007
17 Telephone: (213) 485-1234
18 Facsimile: (213) 891-8763
19 **Attorneys for Defendants, Conoco/
20 Phillips/Tosco Corporation and Tosco Refining Company, Inc.**

21 BY MAIL: I deposited such envelope in the mail at Los Angeles, California.
22 The envelope was mailed with postage thereon fully prepaid.

23 BY PERSONAL DELIVERY: I caused to be delivered such envelope by hand to the
24 offices of the addressee.

25 VIA FACSIMILE: I caused all of the pages of the above entitled document to be sent to
26 the recipients noted above via electronic transfer (FAX) at the respective facsimile number(s)
27 indicated above. This document was transmitted by facsimile and transmission reported
28 complete without error.

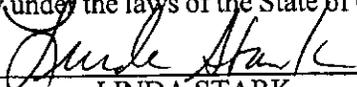
VIA FEDERAL EXPRESS MAIL

I am readily familiar with the firm's practice of collection and processing correspondence for
mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business.
I am aware that on motion of party served, service is presumed invalid if postal cancellation date or
postal meter date is more than 1 day after date of deposit for mailing in affidavit.

Executed on November 22, 2005, at Los Angeles, California.

STATE
FEDERAL

I declare under penalty of perjury under the laws of the State of California that the above is true and
correct.


LINDA STARK