ANTHONY G. GRAHAM

Graham & Martin LLP
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Costa Mesa, CA 92626
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AnthonyGGraham@msn.com

July 31, 2007

BY FEDEX
Ryan Landis
McKenna Long & Aldridge
444 South Flower Street
Suite 800
Los Angeles, CA 90071

Re: Northrop Grumman Settlement

Dear Mr. Landis:

Please find enclosed an executed original of the settlement agreement. Please forward to me as son as possible the settlement amount of $15,000 in the form of a check made payable to "Graham & Martin LLP Trust Account". Also, once your client's have executed the agreement please forward to me both a signed hard copy and a pdf version for the required upload to the AG website.

I look forward to hearing from you. If you have any questions do not hesitate to call.

Yours sincerely,

Anthony G. Graham

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") confirms and memorializes the settlement of a dispute between **CONSUMER DEFENSE GROUP ACTION** (hereinafter referred to as **"CDGA")** and Northrop Grumman Corporation and Northrop Grumman Space & Mission Systems Corp. (hereinafter collectively referred to as "**Northrop Grumman")** regarding CDGA's claims against **Northrop Grumman** for alleged violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65");

WHEREAS, CDGA, a corporation, incorporated in and operating under the laws of the State of California, represented by the law firm of Graham & Martin, LLP, has served on **Northrop Grumman** an Amended Sixty Day Notice of Intent to Sue ("Notice"), attached hereto as Exhibit A, indicating **CDGA's** intention to bring a civil action against **Northrop Grumman** under Proposition 65;

WHEREAS, such Notice alleges **Northrop Grumman** was one of several entities that formerly contaminated a landfill site located at 21641 Magnolia Street, Huntington Beach, California 92646 ("the Site") by illegally disposing and dumping hazardous substances at the Site, including the following: arsenic; lead; chromium; cadmium; mercury; thallium; pesticides including lindane and lindane compounds and chlordane; semi-volatile organic compounds including benzo(a)pyrene, napthalene, benzidine, and polychlorinated byphenyls; and volatile organic compounds including benzene, toluene, styrene, chloroform and dichloroethane (collectively "Designated Chemicals");

WHEREAS, such Notice alleges **Northrop Grumman** is one of several entities responsible for the clean up and remediation of the Designated Chemicals at the Site;

WHEREAS, such Notice alleges **Northrop Grumman** is one of several entities that is "currently operating" as the Site and has a duty under Proposition 65 to prevent the actual and threatened "release" of Designated Chemicals;

WHEREAS, such Notice alleges **Northrop Grumman** is one of several entities that has a duty pursuant to Proposition 65 to prevent and/or provide a clear and reasonable warning about potential "exposures" to Designated Chemicals affecting both onsite and offsite persons;

WHEREAS, Northrop Grumman has met with **CDGA** and provided **CDGA** with certain information regarding the proper scope of **CDGA**'s claims as to the Site and **Northrop Grumman**'s responsibilities related thereto;

WHEREAS, CDGA has concluded on the basis of such information, that a civil action to enforce Proposition 65 against **Northrop Grumman** is not appropriate and should not be brought; and

WHEREAS, Northrop Grumman and **CDGA** (collectively, the "**PARTIES**") desire to memorialize their amicable resolution of the controversy described above; now

THEREFORE, the **PARTIES** agree to the following:

1. *Withdrawal Of Notices.* As a condition precedent to this Agreement, **CDGA** shall (a) withdraw the Notice in its entirety as to **Northrop Grumman**; and (b) withdraw any other Notice of Intent to Sue under Proposition 65 with respect to any aspect of the Site as to **Northrop Grumman**, its parents, subsidiaries, affiliates, divisions or subdivisions, and the predecessors and successors of any of them.

2. *Forbearance From Suit.* **CDGA** shall refrain from bringing suit under Proposition 65, now and for all time, against (a) **Northrop Grumman** on the basis of the allegations in the Notice withdrawn pursuant to paragraph 1(a) above and (b) **Northrop Grumman,** its parents, subsidiaries, affiliates, divisions or subdivisions, and the predecessors and successors of any of them, on the basis of the allegations in the Notice, if any, withdrawn pursuant to paragraph 1(b) above.

3. *Reimbursement Of Attorneys' Fees And Expenses.* In recognition of the amicable resolution of this dispute and the efforts of **CDGA** in that regard, each of **Northrop Grumman** agrees to reimburse **CDGA** in the amount of $15,000.00 for attorneys' fees and other expenses that **CDGA** has incurred in activities related to the Notice, which include, but are not limited to, the following: investigating the claims identified in the Notice; preparing and serving the Notice; and meeting and conferring with, analyzing information presented by, and negotiating with attorneys for, **Northrop Grumman**;

4. *Release By CDGA Of Claims Against Northrop Grumman.* This Agreement is a final and binding resolution of any and all Claims (as defined below) that **CDGA** and its agents and attorneys, and the successors of any of them, have or hereafter may have against **Northrop Grumman** that arise or may arise from actions or omissions committed by **Northrop Grumman**. For purposes of this Agreement, the term "Claims" shall include any and all manner of actions, causes of action or proceedings, in law or in equity, administrative actions, petitions, whether under Proposition 65 or any other statute or regulation, or at common law. **CDGA**, for itself and its agents and attorneys, and the successors of any of them, hereby waives and releases any and all Claims that **CDGA** has, may have or hereafter may have against

Northrop Grumman, any parent companies, subsidiaries, affiliates, divisions or subdivisions of **Northrop Grumman**, and their respective directors, officers, employees, agents and attorneys, and the predecessors and successors of any of them.

5. *Unknown Claims.* **CDGA** waives and releases any and all Claims against **Northrop Grumman**, and acknowledges that it has read and waives the provisions of California Civil Code § 1542:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

CDGA understands and acknowledges the significance of this waiver of Section 1542 of the Civil Code is that even if it discovers additional claims or causes of action, **CDGA** will not be able to enforce or prosecute those claims or causes of action. Furthermore, **CDGA** acknowledges that it intends these consequences even as to claims or causes of action that may exist as of the date of this release but which **CDGA** does not know exists, and which, if known, would materially affect **CDGA's** decision to execute this release, regardless of whether **CDGA's** lack of knowledge is a result of ignorance, oversight, error, negligence, or any other cause.

6. *Release By Northrop Grumman Of Claims Against CDGA.* This Agreement is a final and binding resolution of any and all Claims (as defined above) that **Northrop Grumman** and their respective agents and attorneys have or hereafter may have against **CDGA** that arise from the investigation, preparation and service of the Notice, or from pursuit of the Claims therein.

7. *Disputes.* Any disputes regarding the validity, construction, performance or enforcement of this Agreement shall be governed by, construed, adjudicated and determined in accordance with the laws of California in effect at the time of execution of this Agreement, without regard to principles of choice of law. Any action to interpret or enforce the terms of this Agreement shall be brought in the Superior Court for the County of Los Angeles, California. In any such dispute, the prevailing party shall be entitled to collect its reasonable attorneys' fees and costs.

8. Counterpart Signatures. This Agreement may be executed in counterparts, and/or by facsimile, which taken together shall be deemed to constitute the Agreement as a single document.

9. Entire Agreement. This Agreement is the sole and entire agreement and includes all of the understandings of the **PARTIES** with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, understandings and commitments related thereto. Modifications, if any, may be made only in a writing executed by all **PARTIES**.

10. No Admissions. **CDGA** acknowledges and agrees that, as a compromise of disputed claims, the terms of this settlement, the execution of this Agreement and the payment of any consideration under this Agreement do not constitute, are not intended as and shall not be construed in any way as an admission of liability or wrongdoing whatsoever by any of **Northrop Grumman**, and that **Northrop Grumman** specifically disclaims any violation of law as alleged in the Notice and any liability to, or wrongdoing of any nature whatsoever against, **CDGA** or any other person.

11. Reporting. After execution of this Agreement by the **PARTIES**, **CDGA** shall submit to the Attorney General a Report of Settlement Form, as may be required pursuant to California Civil Code § 25249.7(f)(1).

12. Public Statements. No party to this Agreement shall issue any press release and/or make any other public statement, or statement to persons not party to this Agreement, regarding the terms of the resolution of this matter, except (a) as may be necessary in connection with taxes, insurance, audits, reports to a parent or subsidiary corporation and governmental reporting requirements, provided that the **PARTIES** and their respective counsel use their best efforts to ensure that such third parties maintain the confidentiality of this information; (b) as required by law upon receipt of a final and binding court order, subpoena or other compulsory process, provided that notice of such court order, subpoena or other compulsory process is given to the other party promptly upon receipt, prior to disclosure, so that the other party may have an opportunity to take action with respect to preserving the confidentiality of the information sought to be disclosed; and (c) **Northrop Grumman** shall reserve the right to correct any misstatement or misimpression made by **CDGA**, anyone acting on **CDGA's** behalf, or any third party regarding the terms of this settlement and to disclose to any third party who may raise similar claims and allegations against any of **Northrop Grumman** in the future the fact that **CDGA** previously raised similar claims and, after full investigation, refrained from filing suit against **Northrop Grumman**.

13. Construction Of Agreement. The **PARTIES** acknowledge that the drafting of this Agreement was a joint effort of the **PARTIES**, and therefore, the language hereof shall not be construed in favor of or against any of the **PARTIES** by virtue of the identity of its preparer.

14. Authorization. Each person executing this Agreement below hereby warrants that he/she is authorized to do so and to bind the party on whose behalf he/she executes this Agreement to comply with its terms.

15. Effective Date. This Agreement shall become effective when executed by all of the **PARTIES** identified above.

IT IS SO AGREED.

Dated: July 31, 2007

Brian Fagan
(Signature)

Brian Fagan
(Name)

President
(Title)

CONSUMER DEFENSE GROUP ACTION, INC.

signatures continued on next page

Dated:_____

_____
(Signature)

_____
(Name)

_____
(Title)

NORTHROP GRUMMAN CORPORATION AND NORTHROP GRUMMAN SPACE & MISSION SYSTEMS CORP.

EXHIBIT A

CONSUMER DEFENSE GROUP ACTION

AMENDED SIXTY DAY NOTICE OF INTENT TO SUE SHELL OIL COMPANY; THE DOW CHEMICAL COMPANY; BP AMERICA, INC.; ATLANTIC RICHFIELD COMPANY; SOUTHERN CALIFORNIA EDISON; EXXON MOBIL CORPORATION; NORTHROP GRUMMAN CORPORATION; NORTHROP GRUMMAN SPACE & MISSION SYSTEMS CORP.; CONOCOPHILIPS, A DELAWARE CORPORATION, CONOCO, INC., A DELAWARE CORPORATION AND WHOLLY OWNED SUBSIDIARY OF CONOCOPHILIPS, AND PHILIPS PETROLEUM, A DELAWARE CORPORATION AND WHOLLY OWNED SUBSIDIARY OF CONOCOPHILIPS; CHEVRON TEXACO; CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY; CHEVRON PIPE LINE COMPANY; TEXACO, INC. FOR VIOLATIONS OF HEALTH & SAFETY CODE SECTIONS 25249.5 AND 25249.6

This Amended Sixty Day Notice of Intent to Sue Under Health & Safety Code Section 25249.5 and 25249.6 ("the Notice") is given by the Consumer Defense Group Action ("the Noticing Party" or "CDGA") to the Chairman and CEO of each of the entities referenced above (hereinafter referred to collectively as "the Violators"), as well as the entities on the attached proof of service. The name and address of the Chairman and CEO of each of the Violators is provided on the attached Proof of Service. The relevant person inside the Noticing Party for purposes of this Notice is Brian Fagan, President of CDGA, but the Noticing Party should only be contacted through its legal representative: Anthony G. Graham, of Graham & Martin, LLP, 950 South Coast Drive, Suite 220, Costa Mesa, California 92626, telephone number (714) 850-9390, facsimile number (714) 850-9392. This Amended Notice constitutes notification that the Violators have violated The Safe Drinking Water and Toxic Enforcement Act (commencing with Health & Safety Code Section 25249.5) (hereinafter "Proposition 65") and that the Noticing Party intends to file suit after the expiration of sixty days from the date of this Notice.

SUMMARY OF VIOLATIONS

Proposition 65 provides that when parties, such as the Violators, have been and are knowingly and intentionally releasing or threatening to "release chemicals known to the State of California to cause cancer or reproductive toxicity into water or onto or into land where such chemical passes or probably will pass into any source of drinking water", they are in violation of Health & Safety Code Section 25249.5. The term "release" is defined by Health & Safety Code section 25320 [""Release' means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment"]. For such a violation, the Violators are liable to be enjoined from such conduct and "shall" also be liable for civil penalties. Proposition 65 also provides that when parties, such as the Violators, have been and are knowingly and intentionally exposing the public and/or its employees to chemicals designated by the State of California to cause cancer and/or reproductive toxicity ("the Designated Chemicals") they have violated Health & Safety Code Section 25249.6 unless, prior to such exposure, they provide clear and reasonable warning of that potential exposure to the potentially exposed persons. For such a violation, the Violators are liable to be enjoined from such conduct and "shall" also be liable for civil penalties.

THE FACTUAL BASIS FOR THIS AMENDED NOTICE

THE SITE

The Violators have violated, threaten to violate and continue to violate both sections of the Health & Safety Code at the landfill site located at 21641 Magnolia Street, Huntington Beach, California 92646 ("the Site"). The Site is surrounded by residential housing, schools, a park, a senior citizens center and commercial property.

The Site consists of approximately 38 acres, and is bounded by Hamilton Avenue on the north, Magnolia Street on the east, an oil storage tank area on the south, and the Huntington Beach flood control channel and an industrial area on the west. It is identified by Assessor's parcel numbers 114-150-75, 114-150-78, 114-150-79, and 114-150-80. The Site is 0.25 miles from the Pacific Ocean, and located within a mixed commercial/industrial, recreational and residential area; a community park (Edison Community Park) and a high school (Edison High School) are located directly across the street from the Site.

The Site consists of historic disposal areas, comprising former disposal pits, current "lagoons" and former "lagoon" areas. At present, the Site consists of five waste lagoons filled with oily waste material, covering approximately 30% of the Site, and one pit (Pit F), containing styrene waste and other waste, located in the southeast corner of the Site. Although the Site is fenced, the California Environmental Protection Agency ("CEPA") and DTSC have noted that there is evidence that trespassers have obtained access to the Site on a number of occasions. Investigators for the Noticing Party have noted, in December 12, 2002, June 4, 2003, as well as in October 14,2004 and November 11, 2005, that there are and have beaten pathways leading directly from the various breaks in the chain link fence surrounding the Site obviously suggesting that the Site is regularly "visited" by trespassers. In fact, DTSC have reported that one trespasser was found to have been living on the Site near one of the Pits.

THE VIOLATORS

One of the business activities the Violators engage in, on a regular and ongoing basis, is to clean up former landfill sites which they have contaminated by the illegal disposal of hazardous substances. At such sites the Violators are under a duty pursuant to Proposition 65 to not by their own acts or omissions allow the actual and threatened "release" of Designated Chemicals from the site, as well as to provide a clear and reasonable warning to persons at or near the Site of potential "exposures" to Designated Chemicals affecting such onsite and offsite persons.

Each of the Violators formerly contaminated the Site by illegally disposing and dumping hazardous substances at the Site, including Designated Chemicals. CDGA is in possession of a number of declarations from employees/contractors for the Violators who have admitted illegally dumping toxic chemicals at the Site on behalf of the Violators. Those declarations make clear that each of the Violators over a course of years systematically illegally dumped chemicals at the Site, including Designated Chemicals. The declarations have already been served on the

Violators and provided to the Office of the Attorney General. In addition, each of the Violators is a Responsible Party, as that term is defined by the Department of Toxic Substances Control ("DTSC") and each of the Violators is currently responsible for the clean up and remediation of the mess they made. At the Ascon Site therefore the Violators are not only the entities which illegally dumped the Designated Chemicals but are also the parties responsible for the remediation at the Site.

As "remediators", the Violators are currently operating at the Site and have a duty under Proposition 65 to prevent the actual and threatened "release" of Designated Chemicals (that they had formerly illegally dumped) from the contained areas at the Site. The contained areas at the Site are the Pits and lagoons located there which are bounded by berms which are designed to effectively prevent discharges and releases from those areas during heavy rains. The Violators are also under a duty pursuant to Proposition 65 to prevent and/or provide a clear and reasonable warning about potential "exposures" to Designated Chemicals affecting both onsite and offsite persons. The Violators have been and are failing in those duties under Proposition 65.

First, the Pits and lagoons at the Site are and have been for a number of years surrounded by berms which are intended to and formerly did effectively contain the toxic chemicals contained in those Pits and lagoons and thus prevented their discharge and release out of the Pits and lagoons during heavy rains. However, as would be obvious to anyone, the berms must be maintained and repaired when necessary so that the Designated Chemicals remained safely contained by those berms and so that no discharges or releases can occur through those berms. The Violators have been specifically and repeatedly warned both by the DTSC and by CDGA of the consequences of their refusal to properly and appropriately maintain and repair the berms. Despite these specific warnings, and thus with full knowledge of the effect of their failure to act, the Violators failed to properly maintain or repair the berms, even when cracks appeared in the berms and they were informed of such by their own contractors, the DTSC and later CDGA. As a result of their knowing and intentional failure to act the Violators allowed the berms at the Site to collapse, not once, but twice, between December, 2004 and May 2005. The collapse of the berms resulted in specific releases/discharges of toxic chemicals, including Designated Chemicals, from the Site into or onto the land both onsite and offsite where such chemicals pass or probably will pass into a source of drinking water, as well as into the surrounding streets and neighborhood where the Site is located from December, 2004 - May, 2005.

Second, the Violators knew that there were oil wells at the Site, some of which had been abandoned. The Violators knew that abandoned oil wells must be properly maintained or there would be a very strong likelihood of explosion. Despite knowing that the oil wells were at the Site, that they were old oil wells which did not have modern "caps", the Violators failed and refused to properly (or in fact in any way) maintain those oil wells. As an obvious and inevitable result of the Violators failure to effectively maintain, repair or otherwise render safe those oil wells the Violators knowingly and intentionally created a substantial risk that one of the oil wells would fail and a discharge/release would occur. That is precisely what happened on March 17, 2004, when one of the oil wells exploded and released hundreds of gallons of toxic material over the homes, property and persons in the neighborhood around the Site. Prior to the explosion the toxic chemicals had been effectively contained in the oil well, since there is no evidence of any

prior release or discharge therefrom of which CDGA or the DTSC is aware.

Since the Violators, as the parties who illegally dumped the toxic chemicals and who are also currently legally obligated as remediators at the Site, are responsible for the current dangerous condition of the Site, they are under a current duty prusuant to Health & Safety Code Section 25249.5 *et seq* to ensure that the Site is operated in such a manner as to ensure (i) that there are no new discharges or releases of any Designated Chemicals at or from the Site and (ii) to inform the public that proximity to the Site will result in exposure to Designated Chemicals. The Violators have been and are fulfilling neither of those duties.

THE HEALTH RISK

A Baseline Health Risk Assessment ("BHRA"), which evaluated the potential health impacts associated with human exposure to chemicals released from the waste pits and lagoons at the Site, specifically found that the estimated health risk for adults and children living in the immediate vicinity of the Site, onsite workers, and trespassers, exceeds levels considered acceptable by California regulatory agencies. These potential risks were found to be associated with the volatilization and subsequent inhalation of volatile organic compounds and oral and dermal contact with contaminants in the soil. Each of the Violators knew of the BHRA and thus knew and knows that the estimated health risk for adults and children living in the immediate vicinity of the Site, onsite workers, and trespassers, exceeds levels considered acceptable by California regulatory agencies.

Despite this knowledge the Violators did not have in place any clear and reasonable warning and did not even consider posting a warning sign until **after** receipt of CDGA's initial Notices. The warning signs which were thereafter put in place were specifically put in place in response to CDGA's initial notices. Any warnings currently in place at the Site are therefore as a result of the work of CDGA and its counsel. However, even the warning signs which are now in place are still insufficient since they only warn persons at the Site not persons in the surrounding residential neighborhood, park, senior citizens center or school.

The Violators thus knew and know that the families who live in the residential neighborhood, the schoolchildren who attend Edison High School, the senior citizens who use the Senior Citizens Center, the workers at the Site, trespassers on the Site (at least one of whom actually lived on Site next to one of the toxic lagoons for some period of time), as well as assorted passersby, can and are exposed to the chemicals off-site when they breathe such chemical fumes after volatilization, or when they touch the soil contaminated by the discharges from the pits and lagoons which happen during heavy rains, or when the berms collapsed TWICE in the period from December, 2004 - May, 2005, or when an oil well on site explodes. The original Sixty Day Notice sent to the Violators expressly warned that the berms could collapse and the dangerous exposures likely to then occur. The Violators ignored that warning, as well as the warning contained in the first complaint filed by the Noticing Party. The Violators also ignored warnings to them from DTSC regarding the berms.

THE DESIGNATED CHEMICALS

Metals detected at the Site, greater than typical background concentrations, include arsenic, lead, chromium, cadmium, mercury, and thallium. Lead and lead compounds, chromium (hexavalent compounds), arsenic (inorganic arsenic compounds), and cadmium and cadmium compounds are Designated Chemicals known to the State of California to cause cancer. Arsenic (inorganic arsenic compounds), lead, cadmium, mercury and mercury compounds are Designated Chemicals known to the State of California to cause reproductive toxicity. Significant risks from many of these chemicals may occur primarily by direct contact with soils, ingestion, and dermal exposure.

Pesticides detected at the Site include lindane and chlordane. Lindane and lindane compounds and chlordane are Designated Chemicals known to the State of California to cause cancer. Significant risks from these chemicals occur primarily by direct contact with soils, ingestion and dermal exposure.

Semi-volatile organic compounds ("SVOCS") detected at the Site include benzo(a)pyrene, naphthalene, benzidine, and polychlorinated biphenyl. Benzo(a)pyrene, naphthalene, benzidine (and its salts), and polychlorinated biphenyls are Designated Chemicals known to the State of California to cause cancer. Polychlorinated biphenyls is a Designated Chemical known to the State of California to cause reproductive toxicity. Significant risks from these chemicals occur primarily by direct contact with soils, ingestion and dermal exposure.

Volatile organic compounds ("VOCS") detected at the Site include benzene, toluene, styrene, chloroform, and dichloroethane. Benzene, styrene oxide, chloroform, and dichloroethane are Designated Chemicals known to the State of California to cause cancer. Benzene and toluene are Designated Chemicals known to the State of California to cause reproductive toxicity. Significant risks from these chemicals occur primarily by inhalation.

THE ROUTES OF EXPOSURE

The route of exposure for the chemicals noted herein is as follows: volatile waste components present in the lagoons and Pit F may volatilize from the surface and disperse in the atmosphere which may cause exposure to people both onsite and offsite via inhalation. Moreover, disturbance of the lagoons or pit will result in the release of vapors or hazardous particulates into the atmosphere where persons may inhale or ingest such substances. Moreover, though the Site is fenced, the Violators have admitted that trespassers are regularly onsite and there is therefore a potential for direct contact with contaminated soils and accumulated contaminated runoff by persons either legally at the Site (such as investigators or site workers) or by trespassers. Further, the lagoons and Pits, which had been effectively contained by the berms, have, after the Violators knowingly and intentionally allowed those berms to collapse, overflowed during heavy rains causing overflow of toxic chemicals to run down the streets offsite. Rainwater runoff which has come into contact with contaminated soils on the Site of

Designated Chemicals. Upon filing of the Complaint relating to this violation the Noticing Party will seek an injunction requiring that the Violator immediately take effective action to inform all likely affected persons of the likely exposures to Designated Chemicals in a clear and reasonable manner. The Noticing Party will also seek civil penalties against the Violator for its past and ongoing violations of Health & Safety Code Section 25249.6.

With this Notice the Noticing Party has also included a copy of "The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): A Summary." If you have any questions or comments, please do not hesitate to contact the undersigned at your earliest convenience.

Dated: March 23, 2007

GRAHAM & MARTIN, LLP

By: _____
Anthony G. Graham, Esq.

cc. Attached Service List

CERTIFICATE OF MERIT

I, Anthony G. Graham, declare as follows:

1. I am a member of the State Bar of California, a partner of the law firm of Graham & Martin LLP, and one of the attorneys principally responsible for representing Consumer Defense Group Action, the "Noticing Party" as to the "60 Day Notice of Intent to Sue" (hereinafter, "the Notice") served concurrently herewith. I have personal knowledge of the facts set forth herein and, if called upon, could and would testify competently thereto.

2. I have consulted with appropriate and qualified scientific experts and, having reviewed relevant scientific data and results of relevant test reports, as well as having reviewed the facts as set forth below and the documentary evidence of those facts regarding the exposures to the chemicals as set forth in the Notice, I have a good faith basis for believing that the exposures set forth in the Notice are likely to be above the minimum significant risk level for the chemicals at issue. I have provided the information, documents, data, reports and/or opinions I have relied upon to the Attorney General's office as required by the regulations promulgated under Proposition 65.

3. Based on the information obtained through those consultations, and on all other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiffs' case can be established and the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.

4. The information referred to in paragraph 3 is as follows; by physical investigation

of the location referenced in the Notice and by investigation of relevant information, documents, data, and reports Consumer Defense Group Action discovered that:

(1) the Violator is responsible for, and thus "operates", the specific subject property or properties for purposes of Health and Safety Code section 25249.5 and 25249.6;

(2) the Violator has more than nine employees;

(3) the Violator permits and has permitted the "release" of the chemicals set forth in the Notice and such "releases" have passed or threaten to pass into any source of drinking water;

(4) exposures to the chemicals set forth in the Notice have occurred and continue to occur both to offsite and onsite persons;

(5) the Violator has not put in place a clear and reasonable warning as required under Health & Safety Code section 25249.6.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Costa Mesa, California on March 23, 2007.

Anthony G. Graham

Appendix

OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY

The following summary has been prepared by the Office of Environmental Health Hazard Assessment, the lead agency for the implementation of the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "Proposition 65"). A copy of this summary must be included as an attachment to any notice of violation served upon an alleged violator of the Act. The summary provides basic information about the provisions of the law, and is intended to serve only as a convenient source of general information. It is not intended to provide authoritative guidance on the meaning or application of the law. The reader is directed to the statute and its implementing regulations (see citations below) for further information.

Proposition 65 appears in California law as Health and Safety Code Sections 25249.5 through 25249.13. Regulations that provide more specific guidance on compliance, and that specify procedures to be followed by the State in carrying out certain aspects of the law, are found in Title 22 of the California Code of Regulations, Sections 12000 through 14000.

WHAT DOES PROPOSITION 65 REQUIRE?

The "Governor's List." Proposition 65 requires the Governor to publish a list of chemicals that are known to the State of California to cause cancer, or birth defects or other reproductive harm. This list must be updated at least once a year. Over 550 chemicals have been listed as of May 1, 1996. Only those chemicals that are on the list are regulated under this law. Businesses that produce, use, release or otherwise engage in activities involving those chemicals must comply with the following:

Clear and reasonable warnings. A business is required to warn a person before "knowingly and intentionally" exposing that person to a listed chemical. The warning given must be "clear and reasonable." This means that the warning must: (1) clearly make known that the chemical involved is known to cause cancer, or birth defects or other reproductive harm; and (2) be given in such a way that it will effectively reach the person before he or she is exposed. Exposures are exempt from the warning requirement if they occur less than twelve months after the date of listing of the chemical.

Prohibition from discharges into drinking water. A business must not knowingly discharge or release a listed chemical into water or onto land where it passes or probably will pass into a source of drinking water. Discharges are exempt from this requirement if they occur less than twenty months after the date of listing of the chemical.

DOES PROPOSITION 65 PROVIDE ANY EXEMPTIONS?

Yes. The law exempts:

Governmental agencies and public water utilities. All agencies of the federal, State or local government, as well as entities operating public water systems, are exempt.

Businesses with nine or fewer employees. Neither the warning requirement nor the discharge prohibition applies to a business that employs a total of nine or fewer employees.

Exposures that pose no significant risk of cancer. For chemicals that are listed as known to the State to cause cancer ("carcinogens"), a warning is not required if the business can demonstrate that the exposure occurs at a level that poses "no significant risk." This means that the exposure is calculated to result in not more than one excess case of cancer in 100,000 individuals exposed over a 70 year lifetime. The Proposition 65 regulations identify specific "no significant risk" levels for more than 250 listed carcinogens.

Exposures that will produce no observable reproductive effect at 1,000 times the level in question. For chemicals known to the State to cause birth defects or other reproductive harm ("reproductive toxicants"), a warning is not required if the business can demonstrate that the exposure will produce no observable effect, even at 1,000 times the level in question. In other words, the level of exposure must be below the "no observable effect level (NOEL)," divided by a 1,000-fold safety or uncertainty factor. The "no observable effect level" is the highest dose level which has not been associated with an observable adverse reproductive or developmental effect.

Discharges that do not result in a "significant amount" of the listed chemical entering into any source of drinking water. The prohibition from discharges into drinking water does not apply if the discharger is able to demonstrate that a "significant amount" of the listed chemical has not, does not, or will not enter any drinking water source, and that the discharge complies with all other applicable laws, regulations, permits, requirements, or orders. A "significant amount" means any detectable amount, except an amount that would meet the "no significant risk" or "no observable effect" test if an individual were exposed to such amount in drinking water.

HOW IS PROPOSITION 65 ENFORCED?

Enforcement is carried out through civil lawsuits. These lawsuits may be brought by the Attorney General, any district attorney, or certain city attorneys (those in cities with a population exceeding 750,000). Lawsuits may also be brought by private parties acting in the public interest, but only after providing notice of the alleged violation to the Attorney General, the appropriate district attorney and city attorney, and the business accused of the violation. The notice must provide adequate information to allow the recipient to assess the nature of the alleged violation. A notice must comply with the information and procedural requirements specified in regulations (Title 22, California Code of Regulations, Section 12903). A private party may not pursue an enforcement action directly under Proposition 65 if one of the governmental officials named above initiates an action within sixty days of the notice.

A business found to be in violation of Proposition 65 is subject to penalties of up to $2,500 per day for each violation. In addition, the business may be ordered by a court of law to stop committing the violation.

FOR FURTHER INFORMATION...

Contact the Office of Environmental Health Hazard Assessment's Proposition 65 Implementation Office at (916) 445-6900.

§ 14000. Chemicals Required by State or Federal Law to Have Been Tested for Potential to Cause Cancer or Reproductive Toxicity, but Which Have Not Been Adequately Tested As Required.

(a) The Safe Drinking Water and Toxic Enforcement Act of 1986 requires the Governor to publish a list of chemicals formally required by state or federal agencies to have testing for carcinogenicity or reproductive toxicity, but that the state's qualified experts have not found to have been adequately tested as required [Health and Safety Code 25249

Readers should note a chemical [illegible] designated as known to the state to cause cancer or reproductive toxicity is not included in the following listing as requiring additional testing for that particular toxicological endpoint. However, the "data gap" may continue to exist, for purposes of the state or federal agency's requirements. Additional information on the requirements for testing may be obtained from the specific agency identified below.

(b) Chemicals required to be tested by the California Department of Pesticide Regulation.

The Birth Defect Prevention Act of 1984 (SB 950) mandates that the California Department of Pesticide Regulation (CDPR) review chronic toxicology studies supporting the registration of pesticidal active ingredients. Missing or unacceptable studies are identified as data gaps. The studies are conducted to fulfill generic data requirements of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), which is administered by the U.S. Environmental Protection Agency. The studies are reviewed by CDPR according to guidelines and standards promulgated under FIFRA. Thus, older studies may not meet current guidelines.

The existence of a data gap for a compound does not indicate a total lack of information on the carcinogenicity or reproductive toxicity of the compound. In some cases, information exists in the open scientific literature, but SB 950 requires specific additional information. A data gap does not necessarily indicate that an oncogenic or reproductive hazard exists. For the purposes of this list, a data gap is still considered to be present until the study is reviewed and found to be acceptable.

Following is a listing of SB 950 data gaps for oncogenicity, reproduction, and teratology studies for the first 200 pesticidal active ingredients. This list will change as data gaps are filled by additional data or replacement studies.

For purposes of this section, "onc mouse" means oncogenicity in mice, "onc rat" means oncogenicity in rats, "repro" means reproduction, "tera rodent" means teratogenicity in rodents, "tera rabbit" means teratogenicity in rabbits.

Chemical	*Testing Needed*
Bendiocarb	onc rat, repro, tera rodent
Chloramb	onc rat, onc mouse, repro, tera rodent, tera rabbit
PCP	repro, onc rat
Petroleum distillates, aromatic	onc rat, onc mouse, repro, tera rodent, tera rabbit

(c) Chemicals required to be tested by the United States Environmental Protection Agency, Office of Toxic Substances.

Under Section 4(a) of the Toxic Substances Control Act, testing of a chemical is required when that chemical may present an unreasonable risk, or is produced in substantial quantities and enters the environment in substantial quantities, or may have significant or substantial human exposure.

For purposes of this section, "tera" means teratogenicity, "rtox" means reproductive toxicity, "onc" means oncogenicity.

Chemical	*Testing Needed*
Alkyl (C12–13) glycidyl ether	rtox, tera
t–Amyl methyl ether	rtox, tera
Bisphenol A diglycidyl ether	onc, rtox
Cyclohexane*	rtox, tera
Glycidyl methacrylate*	tera
1,6–Hexamethylene diisocyanate	rtox, tera
N–Methylpyrrolidone	onc, rtox, tera
Phenol	rtox

* The Toxic Substances Control Act specific health effects testing programs for cyclohexane and glycidyl methacrylate have been completed and the U.S. Environmental Protection Agency's review of the testing program data is currently underway.

(d) Chemicals required to be tested by the United States Environmental Protection Agency, Office of Pesticide Programs

The U.S. Environmental Protection Agency (EPA) is responsible for the regulation of pesticides under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). FIFRA requires EPA to register pesticides based on data adequate to demonstrate that they will not result in unreasonable adverse effects to people or the environment when used in accordance with their EPA–approved labels.

In 1988, FIFRA was amended to strengthen EPA's pesticide regulatory authority and responsibilities to reregister pesticides registered prior to 1984 to ensure they meet today's stringent scientific and regulatory standards. Reregistration requires registrants to develop up–to–date data bases for each pesticide active ingredient. As part of the reregistration process, modifications may be made to registrations, labels or tolerances to ensure they are protective of human health and the environment. Also, reregistration reviews will identify any pesticides where regulatory action may be necessary to deal with unreasonable risks. EPA has been directed to accelerate the reregistration process so that the entire process is completed by 1997. The 1988 amendments set out a five–phase schedule to accomplish this task with deadlines applying to both pesticide registrants and the EPA. These amendments are requiring a substantial number of new studies to be conducted and old studies to be reformatted for EPA review to ensure they are adequate. EPA may, in the future, request additional data or information to further evaluate any concerns over the safety of pesticide products.

The chemicals listed below are those for which data are unavailable or inadequate to characterize oncogenicity, teratogenicity, or reproductive effects potential. For purposes of this section, "onc" means oncogenicity, "tera" means teratogenicity, and "repro" means reproductive toxicity.

Chemical	*Data Requirements*
Acrolein	onc, tera
Alkyl imidazolines	tera
Ametryn	repro, tera
4–Aminopyridine	onc, repro, tera
4–T–Amylphenol	onc, repro
Aquashade	onc, repro, tera
Bensulide	onc, repro, tera
Benzisothiazoline–3–one	onc, repro, tera
Brodifacoum	repro
Bromoxynil octyrate	tera
Busan 77	repro
Chlorfluorenol methyl	tera
Chlorophacinone	tera
Chloropicrin	onc, repro
Chromated arsenicals	tera
Cycloate	onc
Cypermethrin	onc, repro, tera
DCNA	repro, tera
Dibromodicyanobutane	tera
Diclofop–methyl	onc, tera
Dicrotophos	onc, repro
Dihalodialkylhydantoins	onc, repro, tera
Dimethepin	onc, repro, tera
Dimethyldithiocarbamate	onc, repro, tera
Dinocap and its compounds	tera
Diphacinone and salts	onc, repro, tera
Diphenylamine	onc, tera
Dipropyl isocinchomeronate	repro
Diuron	onc

Chemical	Data Requirements
Dodine	onc, repro, tera
Endothall and salts	onc, repro, tera
Ethofumesate	onc
Ethoxyquin	tera
Fenthion	tera
Fenvalerate	onc, repro, tera
Fluvalinate	repro, tera
Hydroxy-methyldithiocarbamate	tera
Imazalil	onc
Inorganic chlorates	onc, repro, tera
Inorganic sulfites	onc, repro, tera
Iodine–potassium iodide	tera
Iprodione	tera
Irgasan	onc, repro, tera
Lamprecide	onc, repro
Magnesium phosphide	onc
Malathion	onc
Maneb	onc, tera
MCPB and salts	tera
Melfluidide and salts	tera
Mepiquat chloride	tera
Metaldehyde	onc, tera
Methoxychlor	onc, repro, tera
Methyl isothiocyanate	tera
Methyl parathion	tera
Methyldithiocarbamate	repro
MGK 264	tera
Molinate	repro
Naphthalene	onc
Naphthaleneacetic acid	onc, repro
Naphthenate salts	tera
Napropamide	repro
Niclosamide	onc, tera
Nicotine and derivatives	onc, tera
Nitrapyrin	onc, tera
4–Nitrophenol	onc, repro, tera
Octhilinone	tera
Oil of Pennyroyal	tera
Oxadiazon	onc, repro, tera
Oxadiazon	repro
Oxyfluorfen	onc
Pebulate	tera
Perfluidone	tera
Phenmedipham	onc
Phenol and salts	tera
2–Phenylphenol and salts	onc, tera
Pine oils	tera
Piperonyl butoxide	tera
Poly (hexamethylene biguanide)	onc, repro
Polyethoxylated aliphatic alcohols	onc, repro, tera
Prometon	tera
Propachlor	onc
Propanil	onc, repro
Propiconazole	onc
Propylene oxide	tera
Pyrazon	onc, repro
Pyrethrin and derivatives	onc, tera
Pyrimidinone	onc, tera
Sethoxydim	onc
Sidaron	onc, repro, tera
Sodium fluoride	tera
Sulfometuron–methyl	onc, tera
TBT–containing compounds	onc, tera
TCMB	onc, repro, tera
Temephos	onc, tera
Tetrachlorvinphos	onc
Tetramethrin	onc
Thiabendazole and salts	onc, repro, tera
Thidiazuron	onc, repro, tera
Thiodicarb	tera
Thiophanate–methyl	onc, tera
Thiram	onc
Triadimefon	onc, repro
Triclopyr and salts	onc
Vernolate	onc, repro

Revised: January 1, 1998

History

1. New section submitted to OAL for printing only pursuant to Government Code section 11343.8 (Register 89, No. 17).
2. Amendment submitted to OAL for printing only pursuant to Government Code section 11343.8 (Register 90, No. 2).
3. Amendment submitted to OAL for printing only pursuant to Government Code section 11343.8 (Register 91, No. 17).
4. Editorial correction of subsection (d) (Register 91, No. 31).
5. Editorial correction of printing error (Register 91, No. 43).
6. Editorial correction inserting inadvertently omitted amendment. Submitted to OAL for printing only pursuant to Government Code section 11343.8 (Register 93, No. 20).
7. Editorial correction of printing errors (Register 93, No. 45).
8. Amendment of subsection (d) filed 8–1–94. Submitted to OAL for printing only (Register 94, No. 31).
9. Amendment of subsections (b), (c), and (d) filed 12–23–94. Submitted to OAL for printing only (Register 95, No. 1).
10. Amendment submitted to OAL for printing only pursuant to Government Code section 11343.8 (Register 95, No. 52).
11. Amendment filed 1–30–97; operative 1–30–97. Submitted to OAL for printing only pursuant to Health and Safety Code section 25249.8 (Register 97, No. 5).
12. Amendment of subsections (b), (c) and (d) filed 2–13–98; operative 2–13–98. Submitted to OAL for printing only pursuant to Health and Safety Code section 25249.8 (Register 98, No. 7).

[The next page is 201.]

Animal bioassay data is admissible and generally indicative of potential effects in humans.

For purposes of this regulation, substances are present occupationally when there is a possibility of exposure either as a result of normal work operations or a reasonably foreseeable emergency resulting from workplace operations. A reasonably foreseeable emergency is one which a reasonable person should anticipate based on usual work conditions, a substance's particular chemical properties (e.g., potential for explosion, fire, reactivity), and the potential for human health hazards. A reasonably foreseeable emergency includes, but is not limited to, spills, fires, explosions, equipment failure, rupture of containers, or failure of control equipment which may or do result in a release of a hazardous substance into the workplace.

(b) Administrative Procedure Followed by the Director for the Development of the Initial List. The Director shall hold a public hearing concerning the initial list. The record will remain open 30 days after the public hearing for additional written comment. Requests to exempt a substance in a particular physical state, volume, or concentration from the provisions of Labor Code sections 6390 to 6399.2 may be made at this time. If no comments in opposition to such a request are made at the public hearing or received during the comment period, or if the Director can find no valid reason why the request should not be considered, it will be incorporated during the Director's preparation of the list.

After the public comment period the Director shall formulate the initial list and submit it to the Standards Board for approval. After receipt of the list or a modified list from the Standards Board, the Director will adopt the list and file it with the Office of Administrative Law.

(c) Concentration Requirement. In determining whether the concentration requirement of a substance should be changed pursuant to Labor Code section 6383, the Director shall consider valid and substantial evidence. Valid and substantial evidence shall consist of clinical evidence or toxicological studies including, but not limited to, animal bioassay tests, short-term in vitro tests, and human epidemiological studies. Upon adoption, a regulation indicating the concentration requirement for a substance shall consist of a footnote on the list.

(d) Procedures for Modifying the List. The Director will consider petitions from any member of the public to modify the list or the concentration requirements, pursuant to the procedures specified in Government Code section 11347.1. With petitions to modify the list, the Director shall make any necessary deletions or additions in accordance with the procedures herein set forth for establishing the list. The Director will review the existing list at least every two years and shall make any necessary additions or deletions in accordance with the procedures herein set forth for establishing the list.

(e) Criteria for Modifying the List. Petitions to add or remove a substance on the list, modify the concentration level of a substance, or reference when a particular substance is present in a physical state which does not pose any human health risk must be accompanied with relevant and sufficient scientific data which may include, but is not limited to, short-term tests, animal studies, human epidemiological studies, and clinical data. If the applicant does not include the complete content of a referenced study or other document, there must be sufficient information to permit the Director to identify and obtain the referenced material. The petitioner bears the burden of justifying any proposed modification of the list.

The Director shall consider all evidence submitted, including negative and positive evidence. All evidence must be based on properly designed studies for toxicological endpoints indicating adverse health effects in humans, e.g., carcinogenicity, mutagenicity, neurotoxicity, organ damage/effects.

For purposes of this regulation, animal data is admissible and generally indicative of potential effects in humans.

The absence of a particular category of studies shall not be used to prove the absence of risk.

Inherent insensitivities, negative results must be re-evaluated in light of the limits of sensitivity of each study, its test design, and the protocol followed.

In evaluating different results among proper tests, as a general rule, positive results shall be given more weight than negative results for purposes of including a substance on the list or modifying the list in reference to concentration, physical state or volume, so that appropriate information may be provided regarding those positive results. In each case, the relative sensitivity of each test shall be a factor in resolving such conflicts.

NOTE: Authority cited: Section 6380, Labor Code. Reference: Sections 6361, 6380, 6380.5, 6382 and 6383, Labor Code.

HISTORY

1. New article 5 (section 337) filed 11-5-81; effective thirtieth day thereafter (Register 81, No. 45).
2. Amendment of subsection (d) filed 1-15-87; effective upon filing pursuant to Government Code section 11346.2(d) (Register 87, No. 3).
3. Editorial correction of HISTORY 2. (Register 91, No. 19).

§ 338. Special Procedures for Supplementary Enforcement of State Plan Requirements Concerning Proposition 65.

(a) This section sets forth special procedures necessary to comply with the terms of the approval by the United States Department of Labor of the California Hazard Communication Standard, pertaining to the incorporation of the occupational aspects of the California Safe Drinking and Toxic Enforcement Act (hereinafter Proposition 65), as set forth in 62 Federal Register 31159 (June 6, 1997). This approval specifically placed certain conditions on the enforcement of Proposition 65 with regard to occupational exposures, including that it does not apply to the conduct of manufacturers occurring outside the State of California. Any person proceeding "in the public interest" pursuant to Health and Safety Code § 25249.7(d) (hereinafter "Supplemental Enforcer") or any district attorney or city attorney or prosecutor pursuant to Health and Safety Code § 25249.7(c) (hereinafter "Public Prosecutor"), who alleges the existence of violations of Proposition 65, with respect to occupational exposures as incorporated into the California Hazard Communication Standard (hereinafter "Supplemental Enforcement Matter"), shall comply with the requirements of this section. No Supplemental Enforcement Matter shall proceed except in compliance with the requirements of this section.

(b) 22 CCR § 12903, setting forth specific requirements for the content and manner of service of sixty-day notices under Proposition 65, in effect on April 22, 1997, is adopted and incorporated by reference. In addition, any sixty-day notice concerning a Supplemental Enforcement Matter shall include the following statement:

"This notice alleges the violation of Proposition 65 with respect to occupational exposures governed by the California State Plan for Occupational Safety and Health. The State Plan incorporates the provisions of Proposition 65, as approved by Federal OSHA on June 6, 1997. This approval specifically placed certain conditions with regard to occupational exposures on Proposition 65, including that it does not apply to the conduct of manufacturers occurring outside the State of California. The approval also provides that an employer may use the means of compliance in the general hazard communication requirements to comply with Proposition 65. It also requires that supplemental enforcement is subject to supervision of the California Occupational Safety and Health Administration. Accordingly, any settlement, civil complaint, or subsequent court orders in this matter must be submitted to the Attorney General."

(c) A Supplemental Enforcer or Public Prosecutor who commences a Supplemental Enforcement Matter shall serve a file-endorsed copy of the complaint upon the Attorney General within ten days after filing in the Court.

(d) A Supplemental Enforcer or Public Prosecutor shall serve the Attorney General a copy of any motion, or opposition to a motion

CERTIFICATE OF SERVICE

I am over the age of 18 and not a party to this case. I am a resident of or employed in the county where the mailing occurred. My business address is 950 South Coast Drive, Suite 2030, Costa Mesa, California 92626.

I SERVED THE FOLLOWING:

1.) Amended Sixty Day Notice of Intent to Sue Under Health & Safety Code Sections 24249.5 and 25249.6;
2.) Certificate of Merit;
3.) Copy of "The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): A Summary" (*sent only to Violators*)
4.) Supporting Documents (*sent only to Office of Attorney General*)

by enclosing a true copy of the same in a sealed envelope addressed to each person whose name and address is shown below and depositing the envelope in the United States mail with the postage fully prepaid:

Date of Mailing: April 2, 2007
Place of Mailing: Costa Mesa, California

NAME AND ADDRESS OF EACH PERSON TO WHOM DOCUMENTS WERE MAILED:

David J. O'Reilly, Chairman and CEO
Chevron Texaco Corporation
Chevron Environmental Management Company
Chevron Pipe Line Company
Texaco, Inc.
6001 Bollinger Canyon Rd.
San Ramon, CA 94583

Rex W. Tillerson
Chairman and CEO
Exxon Mobil Corporation
5959 Las Colinas Blvd.
Irving, TX 75039-2298

Kent Kresa
Chairman and Chief Executive Officer
Northrop Grumman Corporation
Northrop Grumman Space
& Mission Systems Corp.
1840 Century Park East
Los Angeles, California 90067

Ronald D. Sugar
President and COO
Northrop Grumman Corporation
Northrop Grumman Space
& Mission Systems Corp.
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Los Angeles, California 90067

John D. Hofmeister, President
Shell Oil Company
One Shell Plaza

John R. Fielder, President
Southern California Edison Company
2244 Walnut Grove Avenue