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17 ECOLOGICAL RIGHTS FOUNDATION

18 UNITED STATES DISTRICT COURT

19 NORTHERN DISTRICT OF CALIFORNIA

<p>20 ECOLOGICAL RIGHTS 21 FOUNDATION</p> <p>22 Plaintiff,</p> <p>23 v.</p> <p>24 PACIFICORP; PACIFIC POWER,</p> <p>25 Defendants.</p>	<p>20 Civil Case No. 23-cv-05179-JST</p> <p>21 [PROPOSED] CONSENT JUDGMENT</p> <p>22 (Clean Water Act, 33 U.S.C. § 1311; 23 Resource Conservation and Recovery 24 Act 42 U.S.C. §§ 6901 <i>et seq.</i>; 25 Proposition 65, California Health & 26 Safety Code § 25249.5)</p>
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27 **WHEREAS**, Plaintiff Ecological Rights Foundation (“Plaintiff”) is a non-profit
28 public benefit corporation dedicated to the preservation, protection, and restoration of
the environment, the wildlife, and the natural resources of all waters of California;

1 **WHEREAS**, Defendants PacifiCorp and Pacific Power (“Defendants”) are
2 public utilities providing electric service to roughly 2.1 million people across their
3 approximately 143,000 square mile service area throughout California, Oregon, Utah,
4 Idaho, and Wyoming. In support of providing electrical service, Defendants own and
5 operate over 17,784 miles of transmission lines, 66,788 miles of distribution lines, and
6 1,312,816 electric utility poles or structures in the field, as well as other assets,
7 including those certain Facilities (as defined below) where Defendants have stored and
8 maintained utility poles and other wood materials, some of which were treated with
9 pentachlorophenol;

10 **WHEREAS**, on or about November 29, 2023, Plaintiff filed a First Amended
11 Complaint for Declaratory and Injunctive Relief and Civil Penalties in the United
12 States District Court for the Northern District of California (“District Court”), against
13 Defendants (“Complaint”), which is the operative complaint in this case;

14 **WHEREAS**, Plaintiff alleges that Defendants discharged contaminated
15 stormwater containing pollutants to waters of the United States without National
16 Pollutant Discharge Elimination System (“NPDES”) permit authorization in violation
17 of Clean Water Act (“CWA”) section 301(a), 33 U.S.C. § 1311(a), at the Defendants’
18 facility located at 1054 Northcrest Drive, Crescent City, CA 95531 (“Crescent City
19 Facility”). The Complaint further alleges that Defendants contributed or are
20 contributing to the past or present handling, storage, treatment, transportation, or
21 disposal of pentachlorophenol and Dioxins, that may present an imminent and
22 substantial endangerment to health or the environment, in violation of Resource
23 Conservation and Recovery Act (“RCRA”) section 7002(a)(1)(B), 42 U.S.C.
24 § 6972(a)(1)(B);

25 **WHEREAS**, Plaintiff represents that it notified the State of California and U.S.
26 Environmental Protection Agency (“EPA”) of its intent to file suit regarding the
27 Crescent City Facility and certain other of Defendants’ facilities pursuant to 33 U.S.C. §
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1 1365(a) and 42 U.S.C. § 6972(b), on June 7, 2023 (the “Notice Letter”);

2 **WHEREAS**, on or about May 14, 2024, Plaintiff sent a Notice of Violation
3 (“NOV”) of California Health & Safety Code § 25249.5, et seq. California’s Safe
4 Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”), and 60-Day
5 Notice of Intent to Sue. The Proposition 65 NOV alleged that Defendants have
6 knowingly discharged or released chemicals known to the state to cause cancer or
7 reproductive toxicity into water or onto or into land where such chemical passes or
8 probably will pass into any source of drinking water, resulting from their operations at
9 the Crescent City Facility. To date, no public agency has initiated any enforcement
10 action against Defendants under Proposition 65 related to the NOV.

11 **WHEREAS**, on July 25, 2024, Plaintiff sent a substantially similar Proposition
12 65 NOV to Defendants and all required public agencies for discharges or releases of
13 listed chemicals to sources of drinking water resulting from Defendants’ industrial
14 operations at a property located at 600 Standard Veneer Road, Crescent City, California
15 95531 (“Standard Veneer Facility”), which is not owned by Defendants. The Parties
16 have negotiated this Consent Judgment with an intent to include and resolve any
17 potential claims that Plaintiff may have against Defendants with respect to the two
18 noticed facilities (the Crescent City Facility and the Standard Veneer Facility) under
19 Proposition 65 (“Proposition 65 Noticed Facilities”) even if not included in the
20 Complaint;

21 **WHEREAS**, Defendants deny the occurrence of the violations and dispute the
22 facts alleged in all Notice Letters and the Complaint, including denying that either the
23 CWA or RCRA are applicable under the law or facts alleged in Plaintiff’s Complaint.
24 Defendants further deny that their Facilities (or operations thereon) are causing or
25 otherwise contributing to an imminent and substantial endangerment pursuant to
26 RCRA. Defendants do not admit any liability arising out of the allegations or
27 occurrences alleged in the Notice Letters or the Complaint. Defendants maintain that at
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1 all times Defendants have not been required to have an NPDES permit for the Facilities
2 and have not otherwise violated the CWA. Defendants further maintain that they have
3 complied with all applicable provisions of RCRA, that the Facilities are not causing an
4 imminent and substantial endangerment, and that the Proposition 65 Noticed Facilities
5 have not caused any discharge of Proposition 65 chemicals to sources of drinking water;

6 **WHEREAS**, the Parties enter into this Consent Judgment in an effort to
7 efficiently and cost-effectively resolve Plaintiff’s CWA, RCRA, and Proposition 65
8 claims against Defendants in the Action (as defined below) without further litigation.
9 The terms in this Consent Judgment are negotiated solely for the purpose of this
10 settlement and are not an admission by any of the Parties as to: (i) the applicability of
11 any law or regulation; (ii) the basis for and/or applicability of any Pollutant Action
12 Levels, Facility-specific Pollutant Action Levels or Infiltration Best Management
13 Practice (“BMP”) Pollutant Action Levels (as defined below) for any purpose other than
14 for use within the scope of this negotiated Consent Judgment; (iii) the legal entitlement
15 to, and/or the factual basis supporting, any payments made pursuant to this Consent
16 Judgment; or (iv) any independent legal requirement for the use of any BMP, sampling
17 technique or frequency, the installation of any infrastructure or deployment of any
18 treatment technologies, and/or any characterization and/or remediation of any of the
19 Facilities or any nearby areas; and

20 **WHEREAS**, Plaintiff and Defendants (each a “Party” and collectively
21 referenced herein as the “Parties”) acknowledge that this Consent Judgment has been
22 negotiated by the Parties in good faith, will avoid the continued expense, uncertainty,
23 and time of litigation between the Parties, and that this Consent Judgment is fair,
24 reasonable, and in the public interest.

25 **NOW, THEREFORE, IT IS HEREBY STIPULATED BETWEEN THE**
26 **PARTIES AND ORDERED BY THE COURT AS FOLLOWS:**

1 **I. DEFINITIONS**

2 1. Whenever the terms listed below are used in this Consent Judgment, the
3 definitions below shall apply. To the extent a term with initial capitalization is used in
4 this Consent Judgment, but not defined in this Definitions section below, the term shall
5 have the meaning provided for in this Consent Judgment.

6 “Action” means the Complaint, Notice Letters, and all operative pleadings and
7 orders on file in Civil Case No. 4:23-cv-05179-JST.

8 “Consent Judgment” means this Consent Judgment and any attachments or
9 documents incorporated by reference.

10 “Day” means a calendar day. In computing any time period under this Consent
11 Judgment, where the last day of such period is a Saturday, Sunday, or Federal or State
12 of California holiday, the period runs until the close of business on the next day that is
13 not a Saturday, Sunday, or Federal or State Holiday.

14 “Dioxins” means polychlorinated dibenzo-p-dioxins and polychlorinated
15 dibenzofurans.

16 “Dioxins TEQ” means the value for all polychlorinated dibenzo-p-dioxins and
17 polychlorinated dibenzofurans congeners calculated according to World Health
18 Organization (“WHO”) 2005 Toxic Equivalency Factors (“TEF”) and the
19 Bioaccumulation Equivalency Factors (“BEF”) according to the March 1995 Great
20 Lakes Water Quality Initiative for all purposes except for the Infiltration BMP
21 Pollutant Action Levels (as defined below). For purposes of the Infiltration BMP
22 Pollutant Action Levels, the Dioxins TEQ means all polychlorinated dibenzo-p-dioxins
23 and polychlorinated dibenzofurans congeners calculated according to WHO 2005 TEF
24 only.

25 “Distinct Storm Event” means any precipitation event preceded by at least 48
26 hours with no more than 0.1 inch of precipitation at the relevant Facility.
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1 “Dry Season” means the five-month period beginning May 1st of any given year
2 and ending September 30th of the same year.

3 “Effective Date” means the effective date of this Consent Judgment, which shall
4 be the date on which this Consent Judgment is entered by the Court.

5 “Facilities” or “Facility” means the facilities listed in **Exhibit A** to this Consent
6 Judgment.

7 “Facility-specific Pollutant Action Level” means the product of multiplying the
8 Facility-specific Dilution Factor (as derived and defined in Paragraph 25 below) times
9 a Pollutant Action Level, to the extent that a Facility-specific Dilution Factor is
10 relevant for a particular Facility. Where no applicable Facility-specific Dilution Factor
11 exists, or where a dilution factor has not yet been calculated by Defendants for a
12 Facility, then the Facility-specific Pollutant Action Level shall be equal to the Pollutant
13 Action Level.

14 “Housekeeping BMPs” means the stormwater source control measures and best
15 management practices identified in Paragraphs 7 to 15 of this Consent Judgment.

16 “Infiltration BMP Pollutant Action Levels” means 1 µg/L for pentachlorophenol
17 and 3×10^{-5} µg/L for the Dioxins TEQ.

18 “Interim Measures” means the placement of oil absorbent socks around the
19 perimeter of the Pole Area(s), the placement of oil absorbent pads under the Pole
20 Area(s), or the placement of drop inlet filtration in the storm drain inlet(s) that drain
21 stormwater runoff from the Pole Area(s). Interim Measures, where required under this
22 Consent Judgment, shall only be implemented during the Wet Season.

23 “Municipal Separate Storm Sewer System” (“MS4”) means any publicly owned
24 system for the collection, conveyance, and discharge of stormwater runoff.

25 “Pole Area” or “Pole Areas” means all locations at a Facility where
26 pentachlorophenol-treated wood utility poles or other pentachlorophenol-treated wood
27 materials, such as crossarms, are stored uncovered. For purposes of clarity, the
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1 presence of pentachlorophenol-treated wood utility poles in service does not make any
2 portion of a Facility a Pole Area that would not otherwise qualify as a Pole Area.

3 “Pollutant” or “Pollutants” means pentachlorophenol and Dioxins.

4 “Pollutant Action Levels” mean 15 µg/L for pentachlorophenol and 2.8×10^{-8}
5 µg/L for the Dioxins TEQ.

6 “Source Control BMPs” means the elimination of Pole Area storage at a
7 Facility, followed by (i) sweeping and power-washing (“Surface Cleaning”), or
8 (ii) resurfacing or removal and replacement of the surface material of the eliminated
9 Pole Area(s) (“Resurfacing or Removal and Replacement of Pole Area Surface
10 Material”).

11 “Defendants’ Representative” means an employee, agent, consultant, or
12 contractor of Defendants or anyone authorized to act on Defendants’ behalf.

13 “Termination Date” means the date no later than five (5) years after the
14 Effective Date when this Consent Judgment shall terminate unless this Consent
15 Judgment terminates earlier in accordance with Section X (Partial or Full
16 Termination).

17 “Treated Wood Waste” or “TWW” means any wood treated with
18 pentachlorophenol, including but not limited to utility poles, utility pole crossarms,
19 portions of utility poles or utility pole crossarms, sawdust, wood chips, or similar
20 debris generated when cutting or otherwise handling pentachlorophenol-treated utility
21 poles or crossarms the Defendants do not intend to put into service in an electrical grid.

22 “Treatment/Structural BMPs” means the stormwater source control measures
23 and best management practices identified in Paragraph 20(a) of this Consent Judgment.

24 “TWW Approved Landfill” means (1) a class I hazardous waste landfill, or (2) a
25 composite-lined portion of a municipal solid waste landfill that meets any requirements
26 imposed by the state law and regulations adopted pursuant the Water Code, and that is
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1 authorized to accept the wood waste under waste discharge requirements issued by the
2 California regional water quality control board pursuant to the Water Code.

3 “Wet Season” means the seven-month period beginning October 1st of any
4 given year and ending April 30th of the following year.

5 **II. DISMISSAL AND JURISDICTION**

6 1. Federal Agency Review. Within five (5) business days of the Parties
7 signing this Consent Judgment, Plaintiff shall submit this Consent Judgment to the
8 United States Department of Justice and the EPA (the “Federal Agencies”) for agency
9 review consistent with 40 C.F.R. § 135.5. The agency review period expires forty-five
10 (45) calendar days after receipt by the Federal Agencies, as evidenced by certified mail
11 tracking information, or upon the date that the Federal Agencies provide a no objection
12 letter, whichever is earlier (“Federal Agency Review Period”). If the Federal Agencies
13 object to entry of this Consent Judgment or to any portion thereof, the Parties agree to
14 meet and confer to attempt to resolve the issue(s) raised by the Federal Agencies. If the
15 Parties are unable to resolve any issue(s) raised by the Federal Agencies in their
16 comments, the Parties agree to expeditiously seek a settlement conference with the
17 Court to resolve any issue(s).

18 2. California Attorney General Review. Within five (5) business days of the
19 Parties signing this Consent Judgment, Plaintiff shall submit this Consent Judgment to
20 the California Attorney General for review consistent with 11 California Code of
21 Regulations § 3003(a). The California Attorney General review period expires forty-
22 five (45) calendar days after receipt by the California Attorney General (“California
23 Attorney General Review Period”). If the California Attorney General objects to entry
24 of this Consent Judgment or to any portion thereof, the Parties agree to meet and
25 confer to attempt to resolve the issue(s) raised by the California Attorney General. If
26 the Parties are unable to resolve any issue(s) raised by the California Attorney General
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1 in their comments, the Parties agree to expeditiously seek a settlement conference with
2 the Court to resolve any issue(s).

3 3. Court Notice. Within ten (10) Days of the Parties signing this Consent
4 Judgment, Plaintiff shall file with the District Court a Notice of Settlement. Plaintiff
5 shall further notify the Court of the expiration dates for review by the Federal
6 Agencies and California Attorney General to coordinate the Court’s calendar with the
7 45-day review period.

8 4. Entry of Consent Judgment and Case Dismissal. Within ten (10) business
9 Days after close of the Federal Agency Review Period and California Attorney
10 General Review Period or, if either agency objects to entry of this Consent Judgment
11 or any portion thereof, after the resolution of those objections, pursuant to Paragraphs
12 1 and 2 above, the Parties shall file a Stipulated Request for Entry of the Consent
13 Judgment and [Proposed] Order with the Court, along with this Consent Judgment that
14 shall be attached and incorporated by reference, requesting that the Court enter this
15 Consent Judgment. Within ten (10) business days of the Effective Date, Plaintiff shall
16 file a Stipulation to Dismiss with Prejudice and [Proposed] Order (“Stipulation and
17 Order”) with the Court requesting that the Complaint be dismissed with prejudice
18 pursuant to Federal Rule of Civil Procedure 41(a)(2), and that the Court shall retain
19 jurisdiction for the enforcement of this Consent Judgment as provided herein. The date
20 the Court signs the Stipulation and Order is the “Dismissal Date.”

21 5. Venue and Continuing Jurisdiction. For purposes of this Consent
22 Judgment only, the Parties stipulate that venue and pendant or supplemental
23 jurisdiction over alleged Proposition 65 claims is proper in the Court without the need
24 to amend the operative Complaint and stipulate that the Court retains jurisdiction for
25 the purpose of overseeing implementation of the Consent Judgment, including any
26 dispute resolution or enforcement pursuant to Section VIII, any technical dispute
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1 resolution or enforcement pursuant to Section VII, or in response to any motion to
2 modify the Consent Judgment pursuant to Federal Rule of Civil Procedure 60.

3 **III. WORK TO BE PERFORMED**

4 **Preparation of Stormwater Maps for Each Facility**

5 6. No later than ninety (90) Days after the Dismissal Date, Defendants shall
6 provide Plaintiff with a “Facility Stormwater Map” for each of Defendants’ Facilities
7 listed in Exhibit A, identifying all Pole Areas and any locations where stormwater
8 runoff from the Pole Areas is collected and/or discharged. The maps shall include the
9 following information, as applicable: (i) identification of any drop inlets, sumps,
10 oil/water separators, and/or catch basins receiving stormwater from Pole Areas, (ii) the
11 corresponding stormwater discharge points for stormwater generated within each Pole
12 Area, (iii) ground type(s) (pervious or impervious), (iv) the direction and pattern of
13 surface stormwater flows at the Facilities, (v) berms, dikes, walls, and all other
14 structures controlling the flow of surface water or any stormwater storage or treatment
15 infrastructure (as well as the capacity of such infrastructure if capacity information is
16 readily available); and (vi) where stormwater samples are or could be collected. In
17 addition, at a minimum, the maps for the Facilities shall also identify the Facilities’
18 boundaries, the paved area(s) where TWW is generated or stored, each storm drain
19 inlet that will be subject to inspection pursuant to Paragraph 11, driveways subject to
20 inspection pursuant to Paragraphs 12 to 14, paved areas subject to the requirements of
21 Paragraph 15, and whether stormwater discharges from a Facility to an MS4. Within
22 ninety (90) Days after Defendants implement any additional Treatment/Structural
23 BMP(s) or Source Control BMP(s) at a Facility pursuant to this Consent Judgment,
24 Defendants shall update the Facility Stormwater Map for the affected Facility to reflect
25 the new Treatment/Structural BMP(s) or Source Control BMP(s), and any resulting
26 new or relocated discharge points for stormwater runoff from Pole Areas, and shall
27 provide such updated maps with the next Annual Report, as provided in Paragraph 42.
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1 **Housekeeping BMPs**

2 7. Within ninety (90) Days after the Dismissal Date, and throughout the
3 duration of this Consent Judgment, unless and until a Facility is terminated in
4 accordance with Section X (PARTIAL OR FULL TERMINATION) of this Consent
5 Judgment, Defendants shall implement Housekeeping BMPs at each Facility listed in
6 Exhibit A. The Housekeeping BMPs shall be designed and implemented at each
7 Facility to reduce the potential for Pollutants to become entrained in stormwater flows
8 or blow off the Facility, and to keep all paved areas of the Facility as clean as
9 practicable to reduce the potential for TWW to be tracked off the Facility onto surface
10 streets. The Housekeeping BMPs shall include the measures specified in Paragraphs 7
11 to 15 below.

12 8. Site Sweeping and Cleaning of the Facilities. Defendants shall implement
13 the following site sweeping and cleaning measures at all uncovered portions of the
14 Facility yards, as applicable:

15 (i) Defendants shall sweep and clean all exterior paved areas according
16 to the following schedule: (a) once a month during the Wet Season, and (b) once in
17 September of each year;

18 (ii) on an annual basis before the start of the Wet Season, but after the
19 annual sweeping in September mandated by this Paragraph 8, Defendants shall
20 conduct an inspection of each Facility and, to the extent warranted by the inspection,
21 perform additional site cleaning as needed, including a power/pressure wash of
22 exterior paved areas;

23 (iii) Defendants shall not discharge any fluids or solids generated by
24 sweeping or other site cleaning at the Facilities to storm drain inlets that discharge to
25 off-site areas or waterways;

26 (iv) Defendants shall collect and dispose of all wastes generated during
27 cleaning and sweeping at the Facilities in a manner that complies with all applicable
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1 local, state, and federal laws; and

2 (v) Defendants shall designate and provide appropriate training to the
3 employees or contractors responsible for implementing site sweeping and cleaning to
4 ensure compliance with the Consent Judgment's terms.

5 9. TWW Collection & Management. Defendants will manage TWW as
6 follows:

7 (i) Prior to cutting TWW in an outdoor location at a Facility,
8 Defendants will place visqueen underneath any TWW to be cut, or implement another
9 method of capturing TWW sawdust and debris, to collect sawdust or debris generated
10 from such cutting operations. After cutting, Defendants will sweep, vacuum, or
11 otherwise clean the visqueen, or implement another method of capturing TWW
12 sawdust and debris, to remove any TWW sawdust or debris and place the sawdust or
13 debris in a TWW storage bin for offsite disposal;

14 (ii) When TWW sawdust or debris is generated at a Facility,
15 Defendants will also promptly sweep, vacuum, or otherwise clean any area at the
16 Facility where TWW sawdust or debris have fallen to remove TWW sawdust or debris
17 and place it within a TWW storage bin for offsite disposal;

18 (iii) Within one (1) year of the Effective Date, Defendants will place
19 TWW storage bins with water-impermeable covers at two (2) or more Facilities, which
20 shall include the Crescent City Facility. Within two (2) years after the Effective Date,
21 all TWW storage bins at the Facilities will have water-impermeable covers. Each
22 TWW storage bin with a water-impermeable cover at a Facility shall be maintained in
23 a closed position except when TWW is being placed therein or retrieved for offsite
24 disposal;

25 (iv) During wet weather events, Defendants will affix a temporary
26 water-resistant cover on any TWW storage bin at a Facility that does not yet have a
27 water-impermeable cover;

1 (v) Any TWW at a Facility shall be placed in a TWW storage bin prior
2 to the end of the workday;

3 (vi) Operations generating TWW shall be confined to designated paved
4 areas at each Facility, as reflected on the Facility Stormwater Maps prepared pursuant
5 to Paragraph 6; and

6 (vii) TWW must be disposed of in a TWW Approved Landfill for
7 California Facilities, or the equivalent in Oregon or another state.

8 10. Storm Drain Covers. During the Dry Season, on each stormwater drop
9 inlet that receives stormwater runoff from Pole Areas, Defendants shall install a solid
10 material cover to prevent dust and solids from collecting in the inlet. These covers may
11 be removed prior to the start of any forecasted precipitation with a likelihood of
12 occurrence of 50% or greater as determined by the applicable National Oceanic and
13 Atmospheric Administration forecast. Covers shall not be required for linear trench
14 drains or during the Wet Season, but any uncovered linear trench drains shall have oil
15 absorbent socks placed in them.

16 11. Storm Drain Inlet Inspection and Cleaning. Annually, prior to the
17 beginning of the Wet Season, Defendants shall inspect the storm drain inlets and
18 trench drains at each Facility. To the extent warranted by this inspection, Defendants
19 shall clean each drain inlet and trench drain as needed using a vacuum or other
20 effective cleaning device/method to remove dust and solids that have entered the storm
21 drain inlets and trench drains. As necessary, Defendants shall clean out the drain inlets
22 and trench drains at the Facilities following significant storm events and shall properly
23 dispose of any solids removed from storm drain inlets, trench drains, or catch basins.
24 Defendants shall inspect the drain inlets and trench drains at each Facility during the
25 Wet Season at least monthly and, as needed, properly remove and dispose of any solids
26 identified in the storm drains and trench drains that could materially affect their
27 functioning.

1 12. Wet Weather Visual Observations During Stormwater Sampling. Each
2 time stormwater sampling is required by this Consent Judgment at a Facility,
3 Defendants shall observe the potential discharge location(s), including the perimeter of
4 the Facility, to determine if and where discharge of stormwater from Pole Areas is
5 occurring. During such wet weather visual observations, appropriately trained
6 Defendants' Representatives shall monitor for the presence of visually observable oil
7 sheens in any stormwater discharges and/or discolored or turbid stormwater discharges
8 and consider any such observations as they implement the Treatment/Structural
9 BMP(s) identified in Paragraph 20(a), unless Defendants have implemented Source
10 Control BMP(s) identified in Paragraph 21 at the Facility instead of
11 Treatment/Structural BMP(s).

12 13. Visual Inspections. Appropriately trained Defendants' Representatives
13 shall conduct visual inspections at each Facility at least monthly during the Wet
14 Season and at least once during the Dry Season. Such visual inspections shall include
15 Pole Areas and areas where TWW may be generated or stored, and driveways where
16 vehicles exit from Facility yards. All designated stormwater discharge points shall also
17 be inspected for accumulation of debris, sediment, sand, grit, oily substances, oily
18 sheens upon any standing water, and other materials that may affect stormwater quality
19 discharging from the Facility. Such inspections shall further include observations of
20 any Treatment/Structural BMP(s) identified in Paragraph 20(a) and any Alternative
21 BMP(s) (as defined below) approved in accordance with Paragraph 23 that is
22 implemented at the Facility to ensure that the BMPs are in good condition and working
23 order and shall verify that Housekeeping BMPs are being implemented to the extent
24 practicable.

25 14. Inspection for Offsite Tracking. Defendants shall inspect the driveways
26 and streets where vehicles exit from the Facilities once per month during the Wet
27 Season, and at least once during the Dry Season to determine whether solids are being
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1 tracked offsite from the Facilities onto adjoining streets by vehicle traffic. If
2 Defendants observe offsite tracking of solids from the Facilities, Defendants will, to
3 the extent practicable, sweep areas where tracking has been observed.

4 15. Inspection of Paved Areas. Defendants shall inspect the paved portions of
5 the Pole Areas and other exterior areas where TWW is generated or stored at each
6 Facility on an annual basis and implement spot repairs on an as-needed basis to
7 eliminate material cracks that could trap Pollutants and/or to maintain stormwater
8 drainage from the Facilities within designed or designated flow paths.

9 16. Training. At least annually, and prior to the Wet Season following the
10 hiring of new employees or consultants directly involved in stormwater management,
11 inspection, or grounds cleaning at the Facilities, Defendants shall conduct training to
12 explain the requirements of the Consent Judgment to the extent applicable. Training
13 shall focus on the trainee's role in implementing various Consent Judgment measures
14 including, for example, implementation of Housekeeping BMPs at the Facilities. If
15 necessary, this training shall be conducted bilingually (*i.e.*, Spanish/English or other
16 pertinent language) to the extent that a trainee is not reasonably able to comprehend
17 training in English.

18 17. Housekeeping Logs. Defendants shall develop and use standardized log
19 forms to track the dates on which site sweeping, cleaning, inspections, and visual
20 observations are performed in accordance with Paragraphs 7 to 15, and note any
21 identified concerns and responsive actions taken by Defendants.

22 18. BMP Obligation. At each Pole Area at a Facility, Defendants shall either
23 implement one or more of the Treatment/Structural BMPs described in Paragraph
24 20(a), which shall be designed and reasonably expected to avoid or minimize discharge
25 of Pollutants in any stormwater runoff from Pole Areas, or implement the Source
26 Control BMPs set forth in Paragraph 21. At each Pole Area, Defendants shall have sole
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1 discretion to choose which of the following Treatment/Structural BMP(s) or Source
2 Control BMP(s) to implement.

3 **Treatment/Structural BMP Program**

4 19. Within thirty (30) Days after the Dismissal Date, Defendants shall provide
5 Plaintiff with a list of Facilities where it is considering the alternative of installation of
6 any Treatment/Structural BMP during the first year.

7 20. At each Facility where Defendants elect to install a Treatment/Structural
8 BMP listed below (Paragraph 20(a)), Defendants shall demonstrate that the
9 Treatment/Structural BMP is successful. The demonstration will be considered
10 successful after laboratory results of samples of stormwater discharged from the
11 Treatment/Structural BMP, collected during two (2) Distinct Storm Events, on
12 different days, occurring during the Facility’s normal business hours (unless
13 Defendants, at their sole discretion, elect to collect samples during non-business
14 hours), reflect attainment of the Facility-specific Pollutant Action Levels. Once the
15 Treatment/Structural BMP demonstration is determined to be successful, no further
16 sampling of that Treatment/Structural BMP installation will be necessary.

17 (a) **Treatment/Structural BMPs:** At each Pole Area at a Facility where
18 Defendants do not elect to implement the Source Control BMPs, Defendants shall
19 implement one or more of the following Treatment/Structural BMPs. At each Pole
20 Area, Defendants shall have sole discretion to choose which of the following
21 Treatment/Structural BMP(s) to implement.

22 (i) **Infiltration:** Defendants agree to implement structural
23 improvements (e.g., infiltration basins, dry wells, ditches, trenches, or functionally
24 equivalent infrastructure) in accordance with applicable regulatory requirements and
25 sized, at a minimum, to infiltrate stormwater runoff from a Facility’s Pole Area(s)
26 during an 85th percentile, 24-hour storm at the Facility (“Infiltration BMP”).

27 Defendants shall install pre-treatment infrastructure as necessary to treat runoff from
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1 the Pole Area(s) generated from, at a minimum, an 85th percentile, 24-hour storm to
2 meet the Infiltration BMP Pollutant Action Levels and to remove oil as necessary to
3 ensure the effectiveness of the treatment prior to discharge to the Infiltration BMP.

4 Defendants shall only install an Infiltration BMP under the following conditions:

5 (a) the area being treated by the Infiltration BMP has a slope less than 15%; (b) no
6 local, state, or federally directed cleanup of groundwater contamination exists within
7 100 feet of the Infiltration BMP site; (c) the Infiltration BMP site has a hydrologic soil
8 group type of A, B, or C as defined by the United States Department of Agriculture
9 Natural Resources Conservation Services; and (d) the depth to groundwater at the
10 Infiltration BMP site is greater than 30 feet.

11 (A) Infiltration BMP Demonstration. At each Facility where
12 Defendants elect to install an Infiltration BMP, Defendants shall demonstrate that the
13 pre-treatment prior to the Infiltration BMP is successful. The demonstration will be
14 considered successful after laboratory results of samples of stormwater entering the
15 Infiltration BMP (or alternatively, samples taken from a vadose zone lysimeter beneath
16 the Infiltration BMP), taken during two (2) consecutive Distinct Storm Events
17 occurring during the Facility's normal business hours (unless Defendants, in their sole
18 discretion, elect to collect samples during non-business hours), reflect attainment of the
19 Infiltration BMP Pollutant Action Levels. Once the Infiltration BMP demonstration is
20 determined to be successful, no further sampling of that Infiltration BMP installation
21 will be necessary at the Facility where that BMP has been installed.

22 (ii) Covered Storage: At each Facility where Defendants elect to install
23 Covered Storage, Defendants shall implement structural improvements designed to
24 shield pentachlorophenol-treated wood materials stored at a Facility's Pole Area(s)
25 from contact with stormwater, such as with a roof, fixed and/or moveable sides on a
26 paved surface with berms. Defendants shall provide Plaintiff copies of the design plans
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1 for each Facility where the Covered Storage Treatment/Structural BMP will be
2 implemented no later than (5) days before implementation.

3 (iii) Sanitary Sewer: At each Facility where Defendants elect to
4 implement stormwater diversion to Sanitary Sewer, Defendants shall capture and
5 divert stormwater up to the 85th percentile, 24-hour storm event from a Facility's Pole
6 Area(s) into a POTW's sewer system, in accordance with the requirements of the
7 applicable local publicly owned treatment works ("POTW") requirements. Upon
8 Defendants' notification that a POTW or other relevant agency has deemed the
9 application for a discharge pursuant to this Paragraph 20(a)(iii) complete, Defendants
10 shall provide Plaintiff with a copy of such complete application within ten (10) Days.

11 (iv) Permit or Order: At each Facility where Defendants elect to pursue
12 a separate Permit or Order, Defendants shall discharge stormwater from a Facility's
13 Pole Area(s) as required or authorized by a regulatory agency permit, order, or
14 equivalent requirement (e.g., Waste Discharge Requirements), provided that
15 compliance with the relevant requirements precludes an offsite imminent and
16 substantial endangerment from any release of stormwater. Upon Defendants'
17 notification that an agency has deemed the application for a discharge pursuant to this
18 Paragraph 20(a)(iv) complete, Defendants shall provide Plaintiff with a copy of such
19 complete application within ten (10) Days.

20 (A) A permit issued by the United States Environmental
21 Protection Agency for a Class V underground injection control well shall not qualify
22 for purposes of this Paragraph 20(a)(iv) Treatment/Structural BMP

23 (B) Should Defendants obtain coverage under (1) the State Water
24 Resources Control Board's NPDES General Permit for Stormwater Discharges
25 Associated with Industrial Activities, (2) a Facility-specific NPDES or Waste
26 Discharge Requirements ("WDR") permit that addresses stormwater discharges from
27 the Facility, or (3) a company-specific or industry-specific NPDES or WDR permit
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1 applicable to the Facilities that addresses stormwater discharges from the Facilities,
2 such permit shall qualify for purposes of this Paragraph 20(a)(iv) Treatment/Structural
3 BMP. In the event such permit coverage is obtained, unless a direct conflict exists
4 between the permit terms and the Housekeeping BMPs, Defendants shall continue to
5 comply with the Housekeeping BMPs in accordance with the terms of this Consent
6 Judgment. Should Defendants seek to obtain a facility-specific, company-specific, or
7 industry-specific NPDES or WDR permit coverage as provided in (B)(2) or (B)(3)
8 above, Defendants shall ensure that Plaintiff is included among the people to receive
9 public notice in accordance with the regulating agency's permitting procedures.

10 (C) Except for those permits or equivalent requirements provided
11 for in Paragraphs 20(a)(iii) or 20(a)(iv)(A) of this Consent Judgment, following
12 issuance of a regulatory agency permit or order regulating the discharge of stormwater
13 from a Facility's Pole Area(s), to the extent Defendants intend to rely on such permit
14 or order for purposes of compliance with this Paragraph 20(a)(iv) Defendants shall
15 meet and confer with Plaintiff as to whether Defendants' discharge of stormwater from
16 a Facility in compliance with such permit or order adequately precludes any offsite
17 imminent and substantial endangerment from the discharge of stormwater from that
18 Facility's Pole Area(s). Any dispute between the Parties as to whether such permit or
19 order qualifies for purposes of this Paragraph 20(a)(iv) Treatment/Structural BMP
20 shall be resolved pursuant to the process set forth in Section VIII (DISPUTE
21 RESOLUTION AND ENFORCEMENT OF CONSENT JUDGMENT).

22 (v) Filtration Treatment: At each Facility where Defendants elect to
23 implement a Filtration Treatment BMP, Defendants shall route all stormwater from a
24 Facility's Pole Area(s) through a stormwater filtration treatment BMP (e.g., media
25 filter, biofilter) sized to capture and treat, at a minimum, runoff from an 85th
26 percentile, 24-hour design storm event at the Facility ("Filtration Treatment BMP").
27 The Filtration Treatment BMP shall be designed to reduce Pollutants in stormwater
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1 runoff from the Pole Area(s) to, or below, Facility-specific Pollutant Action Levels.

2 (A) At each Facility where Defendants elect to install a Filtration
3 Treatment BMP, Defendants shall demonstrate that the Filtration Treatment BMP is
4 successful. The demonstration will be considered successful after laboratory results of
5 samples of stormwater discharged from the Filtration Treatment BMP, collected during
6 two (2) consecutive Distinct Storm Events occurring during the Facility's normal
7 business hours (unless Defendants, in their sole discretion, elect to collect samples
8 during non-business hours), reflect attainment of the Facility-specific Pollutant Action
9 Levels. Once the Filtration Treatment BMP demonstration is determined to be
10 successful, no further sampling of that Filtration Treatment BMP installation will be
11 necessary.

12 **Source Control BMP Program**

13 21. As an alternative to Treatment/Structural BMPs listed above, Defendants
14 may, in their sole discretion, implement Source Control BMPs at each Facility.

15 (a) Within thirty (30) Days after the Dismissal Date, Defendants shall
16 provide Plaintiff with a list of Facilities where they are considering installation of any
17 Source Control BMP during the first year. The following shall constitute **Source**
18 **Control BMPs** for purposes of this Consent Judgment:

19 (1) **Cessation of Pole Area Storage.** Defendants shall cease Pole
20 Area storage of utility poles and crossarms treated with pentachlorophenol. Defendants
21 shall then implement one of the following two next steps (either Surface Cleaning, or
22 Resurfacing or Removal and Replacement of Pole Area Surface Material).

23 (2) **Surface Cleaning.** If Defendants elect to perform Surface
24 Cleaning, this Source Control BMP will be considered successful and complete if two
25 (2) consecutive stormwater samples from two (2) Distinct Storm Events from the
26 eliminated Pole Area(s) show that Facility-Specific Pollutant Action Levels are met.
27 Stormwater samples shall be collected from runoff that drains the eliminated Pole
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1 Area(s). If the laboratory results reflect attainment of Facility-specific Pollutant Action
2 Levels, no further work shall be required to implement this Source Control BMP. If the
3 laboratory results do not reflect attainment of Facility-specific Pollutant Action Levels,
4 Defendants, in their sole discretion, shall have the option to implement further Surface
5 Cleaning prior to the next Wet Season, or implement the Resurfacing or Removal and
6 Replacement of Pole Area Surface Material discussed in Paragraph 21(a)(3) or
7 Treatment/Structural BMPs discussed in Paragraph 20(a) prior to the next Wet Season.
8 If Defendants elect to implement further Surface Cleaning, they shall collect
9 stormwater samples in accordance with this Subparagraph 21(a)(2) commencing the
10 next Wet Season. If after the second round of Surface Cleaning, the laboratory results
11 do not reflect attainment of Facility-specific Pollutant Action Levels, Defendants shall
12 implement the Resurfacing or Removal and Replacement of Pole Area Surface
13 Material discussed in Paragraph 21(a)(3) or Treatment/Structural BMPs discussed in
14 Paragraph 20(a) prior to the next Wet Season. Within 14 Days of receiving laboratory
15 results that do not reflect attainment of Facility-specific Pollutant Action Levels,
16 Defendants shall implement Interim Measures for the remainder of the Wet Season,
17 and any further Wet Season(s) until laboratory results reflect attainment of Facility-
18 specific Pollutant Action Levels or the Resurfacing or Removal and Replacement of
19 Pole Area Surface Material discussed in Paragraph 21(a)(3) or Treatment/Structural
20 BMPs discussed in Paragraph 20(a) are complete.

21 (3) Resurfacing, or Removal and Replacement of Pole Area
22 Surface Material. If Defendants elect to implement Resurfacing or Removal and
23 Replacement of Pole Area Surface Material, no sampling will be required, and this
24 Source Control BMP will be considered fully implemented once complete. If
25 Defendants elect to implement Resurfacing or Removal and Replacement of Pole Area
26 Surface Material where notice was provided in accordance with Paragraph 21(b), as
27 needed, Defendants shall submit the information necessary to obtain permits or
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1 authorizations to proceed with the Resurfacing or Removal and Replacement of Pole
2 Area Surface Material within 120 Days of the Effective Date of the Consent Judgment,
3 and shall implement the Resurfacing or Removal and Replacement of Pole Area
4 Surface Material by no later than the start of the 2025-2026 Wet Season (provided
5 Defendants can timely obtain any required permits or authorizations). Should the
6 Resurfacing or Removal and Replacement of Pole Area Surface Material not occur
7 prior to the 2024-2025 Wet Season, Defendants shall implement Interim Measures
8 during the 2024-2025 Wet Season and any further Wet Season until the Resurfacing or
9 Removal and Replacement of Pole Area Surface Material is complete.

10 (b) Notification of Election to Implement Source Control BMPs.

11 Defendants' notice to Plaintiff of their intent to implement the Source Control BMP
12 Alternative at any Facility covered by this Consent Judgment, sent within 30 Days of
13 the Dismissal Date of the Consent Judgment, shall include whether Defendants elect to
14 implement Surface Cleaning, or Resurfacing or Removal and Replacement of Pole
15 Area Surface Material.

16 (c) Source Control BMP Demonstration. Defendants shall implement
17 Interim Measures during the 2024-2025 Wet Season if the Source Control BMP is not
18 complete. First attempt sampling, if applicable and necessary, shall be completed
19 during the first Wet Season following the implementation of the Source Control BMP.
20 Second attempt sampling, if necessary, shall be complete during the second Wet
21 Season following the implementation of the Source Control BMP.

22 (d) Report on Status of Source Control BMP Implementation.

23 Defendants shall also notify Plaintiff of the status of the implementation of the Source
24 Control BMP as part of the Annual Reports required by Paragraph 42.

25 22. BMP Implementation Timeframe.

26 (a) Defendants shall implement one or more of the Treatment/
27 Structural BMPs identified in Paragraph 20 or Source Control BMPs identified in
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1 Paragraph 21 at the Pole Area(s) at not less than two (2) of the Facilities within one
2 year following the Dismissal Date. One of these two first Facilities must be the
3 Crescent City Facility, and the other Facility may be chosen by Defendants in their
4 sole discretion. Thereafter, Defendants shall implement one or more of the
5 Treatment/Structural BMPs referred to in Paragraph 20 or Source Control BMPs
6 identified in Paragraph 21 at the Pole Area(s) at the remaining Facilities listed in
7 Exhibit A within two years following the Dismissal Date. If Plaintiff intervenes in any
8 regulatory permitting process pursued by Defendants needed to meet the requirements
9 of Paragraph 20 or 21—by submitting comments, seeking a meeting with regulators, or
10 otherwise—any resulting delay shall be considered a Force Majeure event (pursuant to
11 Paragraph 62) extending any affected deadline by an amount of time corresponding to
12 the delay solely attributable to Plaintiff’s intervention provided that Defendants were
13 otherwise diligently pursuing such permits.

14 (b) Defendants shall have sole discretion to choose the Facilities where
15 Treatment/Structural BMPs or Source Control BMPs will be implemented in each year
16 except that Defendants shall implement one or more of these Treatment/Structural
17 BMPs or Source Control BMPs at the Crescent City Facility within one year following
18 the Effective Date.

19 23. **Alternative BMPs.** As an alternative to the BMPs required under
20 Paragraph 20, Defendants may develop and employ alternative BMPs for Pole Area(s)
21 and, as needed, gather stormwater runoff Pollutant level data concerning their
22 effectiveness. If the data gathered by Defendants shows that alternative BMPs are
23 effective to meet Facility-specific Pollutant Action Levels in stormwater runoff from
24 the Pole Area(s) discharged to an MS4 or the Infiltration BMP Pollutant Action Levels
25 in stormwater runoff from the Pole Area(s) infiltrated onsite, and Defendants decide to
26 implement those alternative BMPs to meet the requirements of this Consent Judgment,
27 Defendants shall prepare and present a report to Plaintiff proposing to add alternative
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1 BMPs for purposes of compliance with Paragraph 23 (“Alternative BMP Proposal”).
2 Plaintiff shall have forty-five (45) Days after receipt of an Alternative BMP Proposal
3 to review and provide written comment to Defendants. If Plaintiff does not oppose
4 Defendants’ Alternative BMP Proposal in writing within the 45-day review period,
5 Defendants may implement the Alternative BMP Proposal in lieu of one or more of the
6 Treatment/Structural BMPs specified in Paragraph 20 for the Pole Area(s) identified in
7 the Alternative BMP Proposal. Notwithstanding the foregoing, Plaintiff shall not
8 unreasonably oppose an Alternative BMP Proposal if it complies with applicable legal
9 requirements and is demonstrated that the Alternative BMP Proposal is equivalent in
10 effectiveness to the Treatment/Structural BMPs listed in Paragraph 20. If the Parties
11 are unable to agree on Defendants’ Alternative BMP Proposal, then their dispute shall
12 be resolved pursuant to the technical dispute resolution provisions of Section VII
13 (TECHNICAL DISPUTE RESOLUTION).

14 24. When implementing the Treatment/Structural BMPs and any approved
15 Alternative BMP Proposal as described in Paragraphs 20 through 23, Defendants shall
16 comply with all applicable laws and regulations and shall obtain any required permits
17 or approvals from appropriate regulatory agencies.

18 **Facility-Specific Pollutant Action Levels**

19 25. Calculation and Application of Facility-Specific Pollutant Action Levels.
20 Facility-specific Pollutant Action Levels shall only apply to the levels of Pollutants
21 detected in stormwater discharges from Treatment/Structural BMPs in Paragraph 20
22 and the Surface Cleaning Source Control BMP option set forth in Paragraph 21 or, as
23 appropriate, to an Alternative BMP Proposal approved pursuant to Paragraph 23 that
24 discharges to an MS4. Facility-specific Pollutant Action Levels are derived by
25 multiplying the Pollutant Action Levels by Facility-specific Dilution Factors calculated
26 in accordance with Paragraph 25(b).
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1 (a) Defendants may calculate dilution factors pursuant to Paragraph
2 25(b) to apply to the levels of Pollutants detected in stormwater runoff from Pole
3 Area(s) discharged to an MS4 (“Facility-specific Dilution Factors”).

4 (b) Defendants shall calculate Facility-specific Dilution Factors
5 consistent with industry standard and practice and shall incorporate the following
6 steps: (i) estimate runoff volume from the Pole Area(s) of a specific Facility;
7 (ii) estimate runoff volume at the MS4 outfall for the stormwater drainage basin that
8 receives stormwater runoff from the Facility; and (iii) calculate the ratio of total runoff
9 volume for the surrounding stormwater drainage basin relative to the total runoff
10 volume from the Pole Area(s) at the specific Facility. Stated via equation, dilution
11 factors shall be calculated as follows:

12 Dilution Factor = Surrounding drainage basin area runoff volume dilution
13 factor/Pole Area runoff volume

14 Calculation of the runoff volumes used in determining a Facility-specific
15 Dilution Factor shall account for the imperviousness and soil infiltration characteristics
16 of the relevant Pole Area(s) and the stormwater drainage basin surrounding the specific
17 Facility. The size of the stormwater drainage basin surrounding the Facility may be
18 estimated via the use of publicly available information, including maps, topography,
19 and visual information. Any disputes regarding calculation and/or application of
20 Facility-specific Pollutant Action Levels shall be resolved pursuant to the technical
21 dispute resolution provisions of Section VII (TECHNICAL DISPUTE
22 RESOLUTION).

23 26. Optional Report(s) Regarding Background Concentrations of Pollutants.

24 If a Pollutant concentration in stormwater runoff from a Pole Area discharged to an
25 MS4 exceeds a Facility-specific Pollutant Action Level after implementation of a
26 Treatment/Structural BMP pursuant to Paragraph 20, the Alternative BMP Proposal
27 approved pursuant to Paragraph 23, or the Source Control BMP Program approved
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1 pursuant to Paragraph 21(a)(2), Defendants, at their sole discretion, may direct a third-
2 party consultant to provide a technical report evaluating whether and to what extent
3 off-site background Pollutant concentrations may be affecting the Pollutant
4 concentrations detected in stormwater samples taken at a Facility (“Background
5 Concentration Report”). Based on the data analysis in the technical report, Defendants
6 may propose an adjusted Facility-specific Pollutant Action Level for the affected
7 Facility that considers the Pollutant loading from offsite sources. Upon receipt of
8 Defendants’ proposal for an adjusted Facility-specific Pollutant Action Level in
9 accordance with this Paragraph 26, and the supporting technical report, Plaintiff shall
10 have twenty-one (21) Days to review and provide written comment to Defendants. If
11 Plaintiff does not oppose Defendants’ proposal for an adjusted Facility-specific
12 Pollutant Action Level in writing within the 21-Day review period, Defendants may
13 use the adjusted Facility-specific Pollutant Action Level specified in the proposal to
14 evaluate compliance with this Consent Judgment at the affected Facility. If Plaintiff
15 does object to the adjusted Facility-specific Pollutant Action Level, the Parties shall
16 resolve their differences pursuant to the technical dispute resolution provisions of
17 Section VII (TECHNICAL DISPUTE RESOLUTION).

18 **Off-Site Contamination Remediation of the Crescent City Facility**

19 27. Within 60 days of the Effective Date, Defendants shall submit to Plaintiff
20 a draft work plan for the property(ies) North of the Crescent City Facility on the areas
21 delineated inside the red lines on the map in **Exhibit C** (“Draft Crescent City
22 Remediation Work Plan”). The Draft Crescent City Remediation Work Plan shall
23 include provisions providing for: (1) removing soil, sediment, and debris on the paved
24 areas delineated in Exhibit C; (2) removing the top 18 inches of soil in any portion of
25 the area delineated in Exhibit C that is not currently paved, and back filling those areas
26 with clean soil; (3) removing any existing pavement and re-paving the paved areas
27 delineated in Exhibit C; (4) disposing of any removed soil and pavement in a TWW
28

1 Approved Landfill; and (5) installation of curbing along the fence line sufficient to
2 prevent stormwater generated at the Crescent City Facility from entering the areas
3 delineated in Exhibit C and to instead direct such stormwater to the Crescent City
4 Facility's stormwater collection system (collectively the "Crescent City Remedial
5 Measures").

6 28. Plaintiff shall have 30 days to comment on the Draft Crescent City
7 Remediation Work Plan. Defendants shall either accept Plaintiff's suggested revisions
8 to the Draft Crescent City Remediation Work Plan or provide written explanation why
9 Defendants are rejecting the suggestions. In the event the Parties are unable to agree
10 whether the Draft Crescent City Remediation Work Plan presents an acceptable
11 approach to the Crescent City Remedial Measures, the matter shall be resolved by the
12 Dispute Resolution provisions of Section VII (TECHNICAL DISPUTE
13 RESOLUTION). If Plaintiff agrees to the Draft Crescent City Remediation Work Plan,
14 the Technical Peer Review Process Panel approves a Draft Crescent City Remediation
15 Work Plan under the Dispute Resolution provisions of Section VII (TECHNICAL
16 DISPUTE RESOLUTION) (either as presented by Defendants or as revised through
17 the Dispute Resolution provisions of Section VII (TECHNICAL DISPUTE
18 RESOLUTION)), or Plaintiff failed to provide any comments on the Draft Crescent
19 City Remediation Work Plan within 30 days of service of same on Plaintiff, such
20 document will become the Final Crescent City Remediation Work Plan.

21 29. Defendants shall use best efforts to gain approval from the landowner(s)
22 of the adjacent property(ies) delineated in Exhibit C to secure the landowner's(s')
23 permission to carry out the Final Crescent City Remediation Work Plan. In the event
24 the landowner(s) refuse to grant Defendants permission to carry out any one or more,
25 but less than all, of the provisions of the Final Crescent City Remediation Work Plan,
26 Defendants shall treat such obligations as severable and shall still be required to carry
27 out any provision(s) of the Final Crescent City Remediation Work Plan for which the
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1 landowner(s) grants permission. Should, after Defendants have used best efforts to
2 gain permission to implement the Final Crescent City Remediation Work Plan, one or
3 more of the neighboring landowners not agree to performance of any of the Final
4 Crescent City Remediation Work Plan actions performed on their property(ies),
5 Defendants' off-site remediation obligations as to that property(ies) shall be deemed
6 fulfilled.

7 30. The Final Crescent City Remediation Work Plan shall specify that
8 Defendants shall begin the Crescent City Remedial Measures, or shall apply for any
9 required permits, within 15 days of the landowner(s) granting permission to implement
10 the Final Crescent City Remediation Work Plan, or any portion thereof, and shall
11 complete implementation of the Final Crescent City Remediation Work Plan as
12 expeditiously as possible after all required permits, if any, are issued.

13 31. Defendants shall provide Plaintiff with copies of any permit applications,
14 permit decisions, and/or issued permits under the Final Crescent City Remediation
15 Work Plan and any communications with any government agencies regarding those
16 applications, decisions, and/or permits within five (5) days of submitting, sending, or
17 receiving such applications, decisions, permits, and/or communications.

18 32. Following implementation of the Final Crescent City Remediation Work
19 Plan, Defendants shall demonstrate that the Final Crescent City Remediation Work
20 Plan is successful by submitting to Plaintiff a Crescent City Final Remedial Action
21 Report providing details of the Crescent City Remedial Measures work Defendants
22 carried out. If any dispute arises regarding the sufficiency of the Crescent City Final
23 Remedial Action Report or whether the Crescent City Remedial Measures were carried
24 out as specified in the Final Crescent City Remediation Work Plan, the matter shall be
25 resolved by the Dispute Resolution provisions of Section VII (TECHNICAL
26 DISPUTE RESOLUTION).

1
2 **Contamination Remediation of the Standard Veneer Facility**

3 33. As soon as possible after the Effective Date, Defendants will consult with
4 the owners of the Standard Veneer Facility in an attempt to secure site access to the
5 Standard Veneer Facility for the purpose of carrying out the actions discussed below.
6 Defendants' consultation with the owners of the Standard Veneer Facility shall include
7 Defendants' best efforts to resolve any reasonable requests of the owners in order to
8 gain site access. Regardless of whether the above consultation has resulted in site
9 access for the Standard Veneer Facility, within 120 days of the Effective Date,
10 Defendants shall submit to Plaintiff a draft work plan for the portion of the Standard
11 Veneer Facility delineated inside the red lines on the map in **Exhibit D** that requires
12 remediation ("Draft Standard Veneer Remediation Work Plan"). The Draft Standard
13 Veneer Remediation Work Plan shall include provisions providing for: (1) removing
14 any wood chips, splinters, and other TWW from the areas delineated in Exhibit D; (2)
15 removing the top 8 inches of soil in the area delineated in Exhibit D and back filling
16 with clean soil; (3) disposing of any removed soil and TWW in a TWW Approved
17 Landfill; and (4) paving or placing a concrete pad over the areas delineated in Exhibit
18 D (collectively the "Standard Veneer Remedial Measures"). Should Defendants seek to
19 exclude any area(s) in Exhibit D from the Draft Standard Veneer Remediation Work
20 Plan, Defendants must submit a detailed justification for any area excluded.

21 34. Plaintiff shall have 30 days to comment on the Draft Standard Veneer
22 Remediation Work Plan, including any proposed exclusion of any portion of Exhibit D
23 from any and/or all of the Standard Veneer Remedial Measures. Defendants shall
24 either accept Plaintiff's suggested revisions to the Draft Standard Veneer Remediation
25 Work Plan or provide written explanation why Defendants are rejecting the
26 suggestions. In the event the Parties are unable to agree whether the Draft Standard
27 Veneer Remediation Work Plan presents an acceptable approach to the Standard
28

1 Veneer Remedial Measures, the matter shall be resolved by the Dispute Resolution
2 provisions of Section VII (TECHNICAL DISPUTE RESOLUTION). If Plaintiff
3 agrees to the Draft Standard Veneer Remediation Work Plan, the Technical Peer
4 Review Process Panel approves a Draft Standard Veneer Remediation Work Plan
5 under the Dispute Resolution provisions of Section VII (TECHNICAL DISPUTE
6 RESOLUTION) (either as presented by Defendants or as revised through the Dispute
7 Resolution provisions of Section VII (TECHNICAL DISPUTE RESOLUTION)), or
8 Plaintiff failed to provide any comments on the Draft Standard Veneer Remediation
9 Work Plan within 30 days of service of same on Plaintiff, such document will become
10 the Final Standard Veneer Remediation Work Plan.

11 35. Defendants shall use best efforts to gain approval from the landowner(s)
12 of the Standard Veneer Facility to gain access to the relevant portions of the Facility in
13 Exhibit D, to carry out the Final Standard Veneer Remediation Work Plan. In the event
14 the landowner(s) refuse to grant Defendants access or permission to carry out any one
15 or more, but less than all, of the provisions of the Final Standard Veneer Remediation
16 Work Plan, Defendants shall treat such obligations as severable, if possible, and shall
17 still be required to carry out any provision(s) of the Final Standard Veneer
18 Remediation Work Plan for which the landowner(s) grants permission. Should, after
19 Defendants have used best efforts to seek permission to gain access to or to implement
20 the Final Standard Veneer Remediation Work Plan, one or more landowner not agree to
21 access or performance of any of the Final Standard Veneer Remediation Work Plan
22 actions performed on their property, Defendants' remediation obligations as to that
23 Standard Veneer property shall be deemed fulfilled.

24 36. The Final Standard Veneer Remediation Work Plan shall specify that
25 Defendants shall begin the Standard Veneer Remedial Measures, or shall apply for any
26 required permits, within fifteen (15) days of the landowner(s) granting permission to
27 implement the Final Standard Veneer Remediation Work Plan, or any portion thereof,
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1 and shall complete implementation of the Final Standard Veneer Remediation Work
2 Plan as expeditiously as possible after all required permits, if any, are issued.

3 37. Defendants shall provide Plaintiff with copies of any permit applications,
4 permit decisions, and/or issued permits under the Final Standard Veneer Remediation
5 Work Plan and any communications with any government agencies regarding those
6 applications, decisions, and/or permits within five (5) days of submitting, sending, or
7 receiving such applications, decisions, permits, and/or communications.

8 38. Following implementation of the Final Standard Veneer Remediation
9 Work Plan, Defendants shall demonstrate that the Final Standard Veneer Remediation
10 Work Plan is successful by submitting to Plaintiff a Standard Veneer Final Remedial
11 Action Report providing details of the Standard Veneer Remedial Measures work
12 Defendants carried out. If any dispute arises regarding the sufficiency of the Standard
13 Veneer Final Remedial Action Report or whether the Standard Veneer Remedial
14 Measures were carried out as specified in the Final Standard Veneer Remediation
15 Work Plan, the matter shall be resolved by the Dispute Resolution provisions of
16 Section VII (TECHNICAL DISPUTE RESOLUTION).

17 **IV. SAMPLING AND DATA**

18 39. Sampling Parameters. All samples shall be analyzed for pentachlorophenol
19 utilizing EPA Method 8270C and for polychlorinated dibenzo-p-dioxins and
20 polychlorinated dibenzofurans utilizing EPA Method HRGC/HRMS 8290 for tetra
21 through octa chlorinated dibenzo dioxins and furans. Sample analysis must be
22 performed on unfiltered samples by a laboratory accredited by the State of California.
23 Defendants shall request the laboratory to achieve the lowest method detection level
24 and lowest minimum level or reporting level that can be accomplished with the relevant
25 method and sample matrix. For purposes of comparison to the Pollutant Action Level or
26 Facility-specific Pollutant Action Level, Defendants shall calculate the Dioxins TEQ
27 using the equation and the TEF and BEF provided in **Exhibit B** to this Consent
28

1 Judgment. For purposes of comparison to the Infiltration BMP Pollutant Action Level,
2 Defendants shall calculate the Dioxins TEQ using the equation for the TEF provided in
3 Exhibit B to this Consent Judgment. In calculating the Dioxins TEQ, constituents
4 reported as ND (not detected) or DNQ (detected, not quantifiable) by the laboratory will
5 be treated as equivalent to zero. The calculated Dioxins TEQ shall be used for
6 comparisons to the Dioxins Infiltration BMP Pollutant Action Level, Pollutant Action
7 Level, or Facility-specific Pollutant Action Level.

8 40. Inspections During the Term of this Consent Judgment. Defendants shall
9 permit representatives of Plaintiff to perform inspections of any of the Facilities that
10 remain subject to the Consent Judgment up to a combined total of three (3) inspections
11 per calendar year prior to the Termination Date, with each Facility not being inspected
12 more than once every year. Each inspection shall be performed by no more than three
13 (3) representatives of Plaintiff and may include photographing and/or videotaping of
14 inspected areas without capturing sound and avoiding images of Defendants’
15 Representatives. Plaintiff shall provide Defendants with a copy of all photographs and
16 video no later than five (5) Days after the inspection. The duration of Plaintiff’s
17 inspection shall not exceed two (2) hours and shall be limited to the outdoor areas of
18 the Facility yard where TWW storage bins, Treatment/Structural BMPs, Pole Areas,
19 and storm drain inlets are located, and where stormwater runoff from such areas flows.
20 Plaintiff’s representatives must remain with Defendants’ Representative(s) at all times
21 during the inspection and comply with all Facility rules and requirements. Plaintiff
22 shall provide at least two (2) full business days advance written notice of an inspection
23 conducted pursuant to this Paragraph 40 identifying the inspection date and start time
24 and name of the Plaintiff Representatives who will attend the inspection, and providing
25 contact information for such individuals. Such notice shall be provided to the attention
26 of the persons listed in Paragraph 69, unless and until new contact information is
27 provided by Defendants. Once Plaintiff provides notice of a Facility inspection, that
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1 notice will count as one of their three (3) inspections for the year, regardless of
2 whether the inspection occurs. However, Plaintiff shall have the right to cancel and
3 reschedule two (2) inspections per calendar year due to a change in weather forecast.
4 In the event of the resurgence of the COVID 19 pandemic or other similar type
5 situation, which requires social distancing or other comparable controls, Defendants’
6 protocols and health and safety parameters shall apply. Any dispute with respect to
7 such protocols and parameters shall be resolved pursuant to the process set forth in
8 Section VIII (DISPUTE RESOLUTION AND ENFORCEMENT OF CONSENT
9 JUDGMENT). Nothing herein shall be construed to prevent Defendants from
10 continuing to implement Facility and regulatory rules and requirements or any
11 Housekeeping BMPs or Treatment/Structural BMPs consistent with the terms of this
12 Consent Judgment during the period prior to an inspection by Plaintiff or at any other
13 time.

14 41. No Party shall withhold from any other Party any data incorporated into
15 any required report or proposal presented or response to such report or proposal
16 exchanged by the Parties in accordance with this Consent Judgment. This Paragraph
17 41, however, in no way waives the attorney-client privilege or the attorney work
18 product doctrine as to advice and communication about such information developed by
19 or provided to any Party or as may otherwise be applicable.

20 **V. REPORTING**

21 42. Contents and Schedule for Submission of Annual Reports. Starting in
22 2026, Defendants shall prepare and provide to Plaintiff a report documenting
23 Defendants’ actions to comply with this Consent Judgment during the prior reporting
24 year (January 1 to December 31) by July 30 of each year that this Consent Judgment is
25 in effect (“Annual Report”), as follows:

26 (a) BMPs. The Annual Report will summarize the Housekeeping
27 BMPs, Treatment/Structural BMPs, Source Control BMPs, any actions taken to
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1 address any reported exceedance(s) during the prior reporting year of either a Facility-
2 specific Pollutant Action Level or Infiltration BMP Pollutant Action Level, and
3 Defendants' assessment of the efficacy of these actions, and the Treatment/Structural
4 BMPs planned to be implemented in the next reporting year, including identification
5 of the Facilities where Defendants intend to implement these Treatment/Structural
6 BMPs. The Annual Report shall also include copies of any Facility Stormwater Map
7 updated during the prior reporting year in accordance with Paragraph 6.

8 (b) Analysis of Sampling Data and Laboratory Reports. The Annual
9 Report shall include summary table(s) of laboratory analytical results for any
10 stormwater samples collected pursuant to the requirements of this Consent Judgment
11 during the prior reporting year, together with comparison of the laboratory analytical
12 results to the applicable Facility-specific Pollutant Action Levels or Infiltration BMP
13 Pollutant Action Levels. The Annual Report will also include copies of the final
14 laboratory reports for any stormwater samples collected pursuant to the requirements
15 of this Consent Judgment during the prior reporting year. If for any reason Defendants
16 do not collect stormwater samples as required by this Consent Judgment, the Annual
17 Report shall describe the reason(s) the sampling did not occur as required, and, as
18 appropriate, the remedial action(s) Defendants will take to prevent recurrence. This
19 information shall be accompanied by maps showing the locations where the samples
20 were collected.

21 (c) Dilution Factors. Defendants shall report any Facility-specific
22 Dilution Factors applied to data included in the Annual Report and provide the
23 calculations performed to arrive at those Facility-specific Dilution Factors. Defendants
24 reserve the right to propose changes to Facility-specific Dilution Factors if changed
25 circumstances occur at any of the Facilities covered by this Consent Judgment.
26 Disputes regarding proposed changes to Facility-specific Dilution Factors will be
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1 resolved through the technical dispute resolution process in Section VII (TECHNICAL
2 DISPUTE RESOLUTION).

3 (d) Regulatory Agency Documents. During the term of this Consent
4 Judgment, Defendants shall provide Plaintiff with copies of all permit applications
5 except for those applications previously provided in accordance with Paragraphs
6 20(a)(iii) and 20(a)(iv) of this Consent Judgment, material agency correspondence
7 related to permit conditions, and issued regulatory agency permits and authorizations
8 associated with the implementation of Treatment/Structural BMPs described in
9 Paragraph 20(a), an Alternative BMP Proposal approved pursuant to Paragraph 23, and
10 any remediation of the Crescent City Facility or Standard Veneer Facility under
11 Paragraphs 27-38, sent or received by Defendants during the prior reporting year.

12 (e) Non-Confidential Summary. Each Annual Report shall contain a
13 non-confidential portion summarizing Defendants' actions taken in the prior year, the
14 status of Consent Judgment implementation, and plans for the following year.

15 43. Preservation. Through the Termination Date for each relevant Facility,
16 Defendants shall preserve all final data and documents required to be generated under
17 this Consent Judgment.

18 44. Certification. Annual reports submitted by Defendants pursuant to this
19 Consent Judgment shall be certified substantially as follows:

20 I certify under penalty of law that this document and all
21 attachments were prepared under my direction or supervision in
22 accordance with a system designed to assure that qualified
23 personnel properly gather and evaluate the information submitted.
24 Based on my inquiry of the person or persons who manage the
25 system, or those persons directly responsible for gathering the
26 information, the information submitted is, to be the best of my
27 knowledge and belief, true, accurate, and complete.

28 45. Informal Meet and Confer Regarding Annual Reports. If Plaintiff has
questions regarding information provided in the Annual Report, the Parties agree to

1 informally meet and confer on a mutually agreed upon schedule in an effort to discuss
2 and resolve any such questions.

3 **VI. REIMBURSEMENT OF FEES/COSTS AND ADDITIONAL PAYMENTS**

4 46. Reimbursement of Litigation Fees and Costs. To effectuate settlement, and
5 without any admission of fact, law, or liability, Defendants agree to reimburse Plaintiff
6 the amount of Nine-Hundred Forty-Two Thousand Three-Hundred Twenty-Five Dollars
7 (\$942,325.00) to defray Plaintiff’s claimed investigative, expert, consultant, and
8 attorneys’ fees and costs incurred for its CWA, RCRA, and Proposition 65 claims through
9 the Effective Date, including costs incurred as a result of investigating the activities at
10 the Facilities, preparing the Notice Letters and Complaints, litigating this matter, and
11 negotiating a resolution of this Action. Such payment shall be made by check or wire
12 transfer payable to “Environmental Advocates” and remitted to the firm within sixty
13 (60) Days after the Effective Date, assuming Defendants’ timely receipt of an IRS Form
14 W-9, and any other necessary tax forms from Environmental Advocates. If
15 Environmental Advocates fails to timely provide these tax forms then Defendants’
16 payment obligations will be extended by one day for each additional day until
17 Environmental Advocates provides such information.

18 47. Resolution of Proposition 65 Claims. For purpose of resolving Plaintiff’s
19 alleged Proposition 65 claims in this Action, and without any admission of fact, law, or
20 liability, Defendants agree to pay a total of Thirty-Five Thousand Dollars (\$35,000) as
21 follows:

- 22 A. Pursuant to California Health and Safety Code section 25249.7(b),
23 Defendants agree to pay a total of Twenty Thousand Dollars (\$20,000.00),
24 which will be allocated in accordance with California Health and Safety
25 Code section 25249.12(c), (d), with 75% remitted to the California Office of
26 Environmental Health Hazard Assessment (“OEHHA”) and the remaining
27 25% amount paid to Ecological Rights Foundation. Defendants will provide
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1 these payments in two checks for the following amounts made payable to:
2 1) OEHHA in the amount of Fifteen Thousand Dollars (\$15,000.00), and 2)
3 “Ecological Rights Foundation” in the amount of Five Thousand Dollars
4 (\$5,000.00). These payments are not made under the CWA, RCRA, or any
5 other federal law.

6 B. Pursuant to California Code of Regulations, title 11, sections 3203,
7 subdivision (d) and 3204, Defendants agree to make an Additional
8 Settlement Payment (“ASP”), to Ecological Rights Foundation in the
9 amount of Fifteen Thousand Dollars (\$15,000). This payment is not made
10 under the CWA, RCRA, or any other federal law. Ecological Rights
11 Foundation will utilize the ASP for activities that address the same type of
12 public harm as allegedly caused by Defendants in this action. Specifically,
13 Ecological Rights Foundation shall use the ASP funds for: 1) Dioxins
14 sampling in environmental media and biota in the Humboldt Bay watershed,
15 and 2) Dioxins source identification and control efforts in the Humboldt
16 Bay watershed, including tributaries designated as sources of drinking
17 water. Humboldt Bay is listed under CWA Section 303(d) as impaired for
18 Dioxins contamination based in part on evidence of Dioxins
19 bioaccumulation in edible fish and shellfish. Ecological Rights Foundation’s
20 Dioxins sampling and source identification and control work has had and
21 will continue to have a direct and primary beneficial impact on the quality
22 of California’s drinking water resources, and the health and wellbeing of
23 residents of the State of California who eat fish and shellfish.

24 C. Within forty-five (45) Days of the Effective Date, Defendants shall tender
25 the payments under this Paragraph 47 to OEHHA and Ecological Rights
26 Foundation and provide Plaintiff’s counsel with proof of payment.

27 Ecological Rights Foundation shall maintain adequate records to document
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1 and demonstrate how all ASP funds are spent and will assure that the funds
2 are spent solely for the proper designated purposes set forth above.
3 Ecological Rights Foundation shall provide the California Attorney
4 General, within 30 days of any request, documentary proof demonstrating
5 how such funds have been spent.

6 48. Oversight Costs. Defendants shall pay Plaintiff the sum of up to Seventy-
7 Five Thousand Dollars (\$75,000) as payment of oversight costs. Defendants shall make
8 the first payment of \$20,000 by May 1, 2025. Subsequent payments are due in the
9 amounts and on the dates as follows: \$25,000 by January 15, 2026; \$5,000 by
10 November 1, 2026; \$5,000 by May 1, 2027; \$5,000 by November 1, 2027; \$5,000 by
11 May 1, 2028; \$5,000 by November 1, 2028; and \$5,000 by May 1, 2029. Defendants
12 will not have to make one or more of the payments due by January 15, 2026;
13 November 1, 2026; May 1, 2027; November 1, 2027; May 1, 2028; November 1, 2028;
14 and May 1, 2029, delineated above, if, before the relevant payment date, all of the
15 Facilities are terminated and Defendants' actions with regard to remediation for the
16 Crescent City Facility and for the Standard Veneer Facility, as discussed in Paragraphs
17 27-38, are complete. Defendants shall make payment by check or wire transfer payable
18 to "Environmental Advocates" consistent with payment instructions to be provided by
19 Plaintiff. The amount paid to Plaintiff pursuant to this Paragraph 48 shall be the sole
20 payment made by Defendants to Plaintiff for oversight of this Consent Judgment
21 between the Effective Date and the Termination Date, excepting any fees and cost
22 incurred in any judicial dispute resolution as permitted under the Consent Judgment.
23 Plaintiff otherwise waives and releases any and all claims for oversight costs prior to
24 the Termination Date and covenants not to sue or otherwise pursue any judicial action
25 to recover or seek additional oversight costs.

26 49. Stipulated Penalties.

27 A. Defendants shall pay stipulated penalties in accordance with this
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1 Paragraph 49 for any failure to (1) timely submit payment as required under Paragraphs
2 46 (Fees and Costs), 47 (Proposition 65 Payments), and 48 (Oversight Costs), or (2)
3 timely submit an Annual Report as required under Paragraph 42.

4 B. No stipulated penalties shall begin to accrue until five (5) Days after
5 Plaintiff provides Defendants with written notice of a failure to (1) timely submit
6 payment as required under Paragraphs 46 (Fees and Costs), 47 (Proposition 65
7 Payments), and 48 (Oversight Costs), or (2) timely submit an Annual Report as
8 required under Paragraph 42.

9 C. Provided Defendants do not cure their failure to (1) timely submit
10 payment as required under Paragraphs 46 (Fees and Costs), 47 (Proposition 65
11 Payments), and 48 (Oversight Costs), or (2) timely submit an Annual Report as
12 required under Paragraph 42 within the ten (10) Day time period, stipulated penalties
13 shall accrue at a rate of \$750.00/day for each noncompliance beginning on the sixth
14 (6th) Day after of receipt of the required notice until Defendants cure the
15 noncompliance or Defendants trigger dispute resolution in accordance with Section
16 VIII (DISPUTE RESOLUTION AND ENFORCEMENT OF CONSENT
17 JUDGMENT).

18 D. Following Defendants' curing of any noncompliance, Defendants
19 shall have thirty (30) days to pay any stipulated penalties owed. Any stipulated
20 penalties owed shall be payable to the "Rose Foundation for Communities and the
21 Environment" to fund projects addressing pollution caused by persistent organic
22 pollutants, including Dioxins and furans, in the north coast of California, and
23 Defendants shall provide Plaintiffs with proof of such payment within five (5) Days of
24 making the payment.

25 E. Should Defendants dispute a claim of non-compliance, and trigger
26 dispute resolution in accordance with Section VIII (DISPUTE RESOLUTION AND
27 ENFORCEMENT OF CONSENT JUDGMENT), the accrual of stipulated penalties
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1 pursuant to this Paragraph 49 shall be tolled pending resolution of the Dispute (as
2 defined in Section VIII below).

3 **VII. TECHNICAL DISPUTE RESOLUTION**

4 50. Technical Dispute Resolution shall only apply in those circumstances
5 where specifically identified in this Consent Judgment, and in any dispute in which the
6 Parties subsequently agree in writing that a technical dispute should be appropriately
7 resolved by this Technical Dispute Resolution. In all other circumstances where a
8 Dispute (as defined in Paragraph 51 below) occurs, the dispute resolution and
9 enforcement process set forth in Section VIII (DISPUTE RESOLUTION AND
10 ENFORCEMENT OF CONSENT JUDGMENT) shall apply. Technical Dispute
11 Resolution shall proceed as follows:

12 (a) Unless the Parties mutually agree otherwise, the Parties shall
13 schedule an informal meet and confer to occur within ten (10) Days of Plaintiff's
14 notice of disagreement (or such other date as mutually agreed upon) to discuss the
15 dispute.

16 (b) If the informal process does not result in a resolution, either Party
17 may trigger a Technical Peer Review Process by providing written notice to the other
18 Party within seven (7) Days of the conclusion of the informal meet-and-confer process
19 or an agreement not to meet-and-confer. The Technical Peer Review Process shall be
20 performed by three consultants, at Defendants' expense, selected as follows: (i) a
21 consultant selected by Plaintiff; (ii) a consultant selected by Defendants; and (iii) a
22 consultant mutually selected by the two other consultants (the "Panel"). Defendants'
23 agreement to pay each consultant is conditioned upon the consultant charging a
24 reasonable market rate for California for the type and scope of work being performed
25 pursuant to this Consent Judgment. Each consultant on the Panel shall have relevant
26 experience with Dioxins and shall have an advanced degree reasonably related to the
27 relevant issues, such as engineering, chemistry, geology, hydrogeology, or other
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1 similar field. The Panel shall review the Alternative BMP Proposal, calculation and/or
2 application of the Facility-specific Pollutant Action Levels or proposed adjusted
3 Facility-specific Pollutant Action Level, Draft Standard Veneer Remediation Work
4 Plan, or Draft Crescent City Remediation Work Plan under dispute and shall, by
5 majority vote, either approve, modify, or reject the Alternative BMP Proposal,
6 calculation and/or application of the Facility specific Pollutant Action Levels or
7 proposed adjusted Facility-specific Pollutant Action Level, Draft Standard Veneer
8 Remediation Work Plan, or Draft Crescent City Remediation Work Plan. The decision
9 of the Panel shall be final and is not subject to the dispute resolution provisions in
10 Section VIII of this Consent Judgment. Unless an alternative schedule is mutually
11 agreed by the Parties, the Panel shall provide the Parties with a short, written report
12 supporting their decision within sixty (60) Days of the selection of all three
13 consultants. During the technical review process, the Panel shall be able to request
14 reasonable information from the Parties (provided that information is in the reasonable
15 possession or control of the Party and does not require additional sampling or other
16 field work or seek privileged information) relevant to its analysis. If the Panel requests
17 any such information, the request shall be provided to all Parties and all Parties shall
18 have the opportunity to provide responsive information. The Panel (and the individual
19 panelists) shall not, however, have any *ex parte* communications with the Parties prior
20 to completing its written report.

21 **VIII. DISPUTE RESOLUTION AND ENFORCEMENT OF CONSENT JUDGMENT**

22 51. Unless otherwise specifically specified by this Consent Judgment, if a
23 dispute under this Consent Judgment arises or any Party believes that a breach of this
24 Consent Judgment has occurred (collectively, a “Dispute”), prior to the Termination
25 Date, the Party raising the Dispute shall give written notice describing the nature of the
26 Dispute to the other Parties (“Dispute Notice”). Such Dispute Notice must be provided
27 no later than ninety (90) Days after a Party has actual knowledge of the relevant facts
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1 giving rise to the Dispute. If less than ninety (90) Days remain prior to the Termination
2 Date, such Dispute Notice must be provided no later five (5) Days after a Party has
3 actual knowledge of the relevant facts giving rise to the Dispute. Resolution of a
4 particular Dispute, if timely noticed and prosecuted in accordance with the procedure
5 and time schedule set forth in this Paragraph 51, shall, if necessary, extend beyond the
6 Termination Date, but shall not otherwise act to extend the Termination Date for any
7 matter not subject to the particular Dispute.

8 (a) Within fourteen (14) Days of delivering the Dispute Notice to the
9 other Parties, or as soon as reasonably achievable thereafter as agreed by the Parties,
10 the Parties shall meet and confer about whether a breach has occurred and, if needed,
11 develop a mutually agreed upon plan, including implementation dates, to resolve the
12 Dispute. Such a plan can include, but is not required to include, an agreement to
13 engage in a mediation process—including retention of a mediator—in an effort to
14 resolve the Dispute. Each Party shall be responsible for its own attorneys' fees and
15 costs during the meet and confer dispute resolution process, except as provided by
16 Paragraph 51(b), below.

17 (b) If the Parties fail to timely meet and confer, or the meet-and-confer
18 does not resolve the Dispute, after (i) at least seven (7) Days have passed after the
19 meet-and-confer occurred, or (ii) twenty one (21) Days after delivery of the Dispute
20 Notice to the other Parties, whichever is later, any Party may file a motion with the
21 Court for the limited purposes of enforcement of the terms of this Consent Judgment or
22 resolution of any Dispute otherwise arising under the terms of this Consent Judgment.
23 No Party shall be entitled to file such motion unless it has provided a Dispute Notice
24 and used best efforts to meet and confer in good faith as provided in Paragraph 51(a).
25 In any judicial dispute resolution proceeding between the Parties in connection with
26 this Consent Judgment and consistent with this Paragraph 51(b), the prevailing Party
27 shall be entitled to seek its reasonable attorneys' fees and costs in such proceeding
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1 pursuant to the standards set forth in the CWA, 33 U.S.C. § 1365(d); RCRA, 42 U.S.C.
2 § 6972(e); California Code of Civil Procedure § 1021.5; and associated applicable case
3 law. When responding to a motion seeking attorneys’ fees and/or costs, a Party is not
4 precluded from asking the Court to consider its offers made in an attempt to resolve the
5 Dispute prior to seeking the involvement of the Court consistent with any relevant
6 limitation pursuant to the Federal Rules of Civil Procedure and the Local Rules.

7 **IX. WAIVER, RELEASE, AND COVENANT**

8 52. Plaintiff’s Waiver and Release. Upon the Effective Date of this Consent
9 Judgment and through and including the Termination Date (or, as applicable to any
10 Facility, partial termination pursuant to Paragraph 57(A), (B) or (C)), Plaintiff, on its
11 own behalf and on behalf of board members, subsidiaries, predecessors, successors,
12 assigns, directors, officers, agents, attorneys, representatives, and employees
13 (collectively, the “Plaintiff Releasing Parties”), hereby forever releases and discharges
14 Defendants and each of Defendants’ officers, directors, present and former employees,
15 agents, attorneys, consultants, shareholders, members, parents, subsidiaries,
16 predecessors, successors, assigns, affiliates, and each of their respective heirs,
17 successors, assigns, present and former employees, agents, attorneys, consultants, and
18 other representatives (each a “Released Defendant Party”) from and waive all claims in
19 the Action and which arise from or could have arisen from the application of the
20 CWA, RCRA, Proposition 65 (as to the Proposition 65 Noticed Facilities only), or
21 other law to the common nucleus of facts alleged in the Notice Letter and/or
22 Complaint, including, without limitation, all claims for injunctive relief, damages,
23 penalties, fines, sanctions, mitigation, fees (including without limitation, fees of
24 attorneys, experts, and others), costs, expenses or any other sum incurred or claimed or
25 which could have been claimed.

26 Plaintiff acting on its own behalf and in the public interest releases Defendants
27 from all claims for violations of Proposition 65 up through the Termination Date based
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1 on discharges or releases of pentachlorophenol, pentachlorophenol and the by-products
2 of pentachlorophenol synthesis (complex mixture), polychlorinated dibenzo-p-dioxins,
3 polychlorinated dibenzofurans, 2,3,7,8-Tetrachlorodibenzo-p-dioxin (TCDD), and
4 Hexachlorodibenzodioxin as set forth in the Notices of Violation. Compliance with the
5 terms of this Consent Judgment constitutes compliance with Proposition 65 with
6 respect to discharges or releases from the Crescent City and Standard Veneer facilities
7 as set forth in the Notice(s) of Violation.

8 53. Defendants’ Waiver and Release. Upon the Effective Date of this Consent
9 Judgment and through and including the Termination Date, Defendants release the
10 Plaintiff Releasing Parties from and waive all claims in the Action, including without
11 limitation, all claims for fees (including fees of attorneys, experts, and others), costs,
12 expenses or any other sum incurred or claimed, or which could have been claimed in
13 the Action.

14 54. Plaintiff’s and Defendants’ Covenant Not to Sue. Except for the
15 enforcement of this Consent Judgment, beginning on the Effective Date and
16 terminating on the Termination Date (or, as applicable to any Facility, partial
17 termination pursuant to Paragraph 57(A), (B) or (C) (“Covenant Date”)), the Plaintiff
18 Releasing Parties shall not serve any notice of intent to sue nor file any lawsuit against
19 Defendants and/or a Released Defendant Party under any federal, State or local
20 environmental laws in connection with the claims released by the Plaintiff Releasing
21 Parties in this Consent Judgment for any of Defendants’ Facilities. Any notice of intent
22 to sue or lawsuit filed by Plaintiff Releasing Parties after the Covenant Date shall not
23 include any such claims occurring in the time period through and including the
24 Covenant Date.

25 55. With respect to the matters released in Paragraphs 52 and 53, the Parties
26 acknowledge that they are familiar with section 1542 of the California Civil Code, and
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1 knowingly waive all provisions of section 1542 of California Civil Code, to the extent
2 applicable. Section 1542 provides as follows:

3 A general release does not extend to claims that the creditor or
4 releasing party does not know or suspect to exist in his or her favor
5 at the time of executing the release and that, if known by him or
6 her, would have materially affected his or her settlement with the
7 debtor or released party.

8 The Parties recognize they may hereafter discover facts in addition to or different from
9 those which they now know or believe to be true with respect to the subject matter of
10 the released claims in Paragraphs 52 and 53, but the Parties will have fully, finally, and
11 forever settled and released any and all such claims, known or unknown, suspected or
12 unsuspected, contingent or non-contingent, whether or not concealed or hidden, which
13 now exist, or heretofore have existed, without regard to the subsequent discovery or
14 existence of such different or additional facts.

14 **X. PARTIAL OR FULL TERMINATION**

15 56. Except as provided for in this Section X, the Consent Judgment shall
16 terminate on the Termination Date.

17 57. Early Termination for Individual Facilities. Prior to the Termination Date,
18 the requirements of this Consent Judgment shall terminate as to any Facility thirty (30)
19 Days after one or more of the following circumstances described in Paragraphs 57(A),
20 (B), or (C) (“Termination Criteria”) occurs, so long as no pre-existing dispute
21 resolution process remains pending under Section VII and/or Section VIII of this
22 Consent Judgment.

23 A. Defendants provide written notice to Plaintiff that they have ceased
24 all outdoor storage, cutting, and handling of pentachlorophenol-treated wood poles and
25 TWW at a Facility and, as appropriate, sweep, clean, and power-wash the former Pole
26 Area(s) and the area(s) where the TWW storage bins were located prior to cessation. If
27 Defendants resume outdoor storage of pentachlorophenol-treated wood poles or TWW
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1 at the Facility prior to the Termination Date, the terms of this Consent Judgment shall
2 once again apply to the Facility until the Termination Date or until one or more of the
3 Termination Criteria is met.

4 B. Defendants provide written notice to Plaintiff that they have closed
5 the Facility and, as appropriate, sweep, clean, and power-wash the former Pole Area(s)
6 and the area(s) where the TWW storage bins were located prior to closure. If
7 Defendants reopen the Facility prior to the Termination Date, the terms of this Consent
8 Judgment shall once again apply to the Facility until the Termination Date or until one
9 or more of the Termination Criteria is met.

10 C. As to any one or more Facilities where Defendants provide Plaintiff
11 with an Annual Report as required by Paragraph 42 that demonstrates that they have: (i)
12 implemented a Source Control BMP, a Treatment/Structural BMP, and/or an
13 Alternative BMP, and (ii) completed two rounds of consecutive stormwater sampling if
14 required under the terms of this Consent Judgment for the Surface Cleaning Source
15 Control BMP (as provided in Paragraph 21(a)(2)), the Infiltration Treatment/ Structural
16 BMP (as provided in Paragraph 20(a)(i)(A)), and the Filtration Treatment/Structural
17 BMP (as provided in Paragraph 20(a)(v)(A)) with results demonstrating successful
18 attainment of applicable Pollutant Action Levels (if applicable). However, if
19 Defendants resume storage of pentachlorophenol-treated wood poles or TWW at a
20 Facility for which Defendants have carried out a Source Control BMP, not a
21 Treatment/Structural BMP, prior to the termination Date, the terms of this Consent
22 Judgment shall once again apply to the Facility until the Termination Date or until the
23 Termination Criteria are met.

24 58. Notwithstanding Defendants meeting the Termination Criteria for any
25 Facility or all Facilities, Defendants' obligations with regard to remediation for the
26 Crescent City Facility and for the Standard Veneer Facility, as discussed in Paragraphs
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1 27-38, shall not terminate until Defendants have completed all actions required under
2 those Paragraphs.

3 59. Early Termination of Consent Judgment. The Consent Judgment shall
4 terminate in its entirety, except as discussed in Paragraph 58 with regard to the
5 remediation obligations of Paragraphs 27-38 for the Crescent City Facility and for the
6 Standard Veneer Facility, which only terminate upon compliance with those
7 obligations, in the event Defendants have (i) met the Early Termination criteria and/or
8 implemented a Source Control BMP, Structural/Treatment BMP, and/or Alternative
9 BMP at each Facility; (ii) completed two rounds of consecutive stormwater sampling
10 with results under Pollutant Action Levels if required under the terms of this Consent
11 Judgment for the Surface Cleaning Source Control BMP (as provided in Paragraph
12 21(a)(2)), the Infiltration Treatment/Structural BMP (as provided in Paragraph
13 20(a)(i)(A)), and the Filtration Treatment/Structural BMP (as provided in Paragraph
14 20(a)(v)(A)); and (iii) submitted an Annual Report, as otherwise required by Paragraph
15 42, stating that early termination pursuant to this Paragraph is warranted.

16 **XI. MISCELLANEOUS PROVISIONS**

17 60. No Admission. The Parties enter into this Consent Judgment for the
18 purpose of avoiding continued and costly litigation. Nothing in this Consent Judgment
19 shall be construed as, and Defendants expressly do not intend to imply, an admission
20 as to any fact, finding, issue of law, or violation of law, nor shall compliance with this
21 Consent Judgment constitute or be construed as an admission by Defendants of any
22 fact, finding, conclusion, issue of law, or violation of law. However, this Paragraph 60
23 shall not diminish or otherwise affect the obligation, responsibilities, and duties of the
24 Parties under this Consent Judgment.

25 61. Confidential Information.

26 (a) The Parties recognize that this Consent Judgment requires or
27 contemplates that the Parties will exchange certain information pertaining to the
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1 implementation, compliance with, or oversight of the terms in the Consent Judgment
2 and that is generated in connection with the terms of the Consent Judgment. In
3 accordance with Paragraph 42(e), Defendants shall provide a summary of activities
4 undertaken each year in a non-confidential section of each Annual Report that Plaintiff
5 shall be entitled to use at their discretion. Any other information received by a Party
6 pursuant to this Consent Judgment from another Party, including but not limited to
7 Stormwater Facility Maps and stormwater sampling data, as well as all photographs
8 and video taken by Plaintiff during inspections pursuant to Paragraph 40 shall be
9 considered “Confidential Information” and shall be subject to the limitations in this
10 Paragraph 61.

11 (b) Plaintiff may inform their attorneys, consultants, officers, boards of
12 directors, and members whether Defendants’ analysis of stormwater samples
13 performed pursuant to this Consent Judgment or any other information indicates that
14 Pollutant levels in stormwater runoff have been reduced to Pollutant Action Levels,
15 Facility-specific Pollutant Action Levels, or Infiltration BMP Pollutant Action Levels.
16 To the extent that Plaintiff communicates this information to its attorneys, consultants,
17 officers, boards of directors, or members, Plaintiff shall remind its attorneys,
18 consultants, officers, Board of Directors, or members that such information is
19 Confidential Information and must be handled in accordance with the requirements of
20 this Paragraph 61.

21 (c) In any dispute resolution proceeding, to the extent that Confidential
22 Information is material to the dispute, Plaintiff may provide the Court or Technical
23 Review Panel with the results of Defendants’ analysis of stormwater samples
24 performed pursuant to this Consent Judgment. When filing Confidential Information
25 with the Court, Plaintiff shall request leave from the Court to file the Confidential
26 Information under seal and if leave is granted, shall only file this material under seal. If
27 the Court denies leave to file Confidential Information under seal, and further indicates
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1 it will not admit the information into evidence unless it is publicly filed in a manner
2 that reveals its source, Plaintiff shall be allowed to file this information. When
3 providing Confidential Information to the Technical Review Panel, Plaintiff shall
4 require the Technical Review Panel to manage any such Confidential Information in
5 accordance with this Paragraph 61.

6 (d) Plaintiff may provide anonymized sampling information to third
7 parties, provided that use of such data is independent of any claims (or potential
8 claims) against Defendants, and the scope of information disclosed is limited to
9 anonymized sampling data reported in connection with implementation of a
10 Treatment/Structural BMP or an approved Alternative BMP Proposal pursuant to
11 Paragraphs 23-24. In the event Plaintiff intends to provide such data to any third party,
12 or intends to use it in a future judicial proceeding, Plaintiff shall provide a copy of the
13 anonymized information to Defendants seven (7) Days prior to delivering the
14 information to any third party or including the information in a judicial proceeding. In
15 the event that Defendants object to the form or nature of the anonymized information,
16 Plaintiff shall not provide the information to any third-party or include the information
17 in a judicial proceeding until such Dispute is resolved via the dispute resolution
18 process in Section VIII or by Court order. Under no circumstances shall Plaintiff
19 provide non-anonymized sampling information to a third party or use non-anonymized
20 sampling information in any judicial proceeding, except in a proceeding related to
21 enforcement of the Consent Judgment. Should Plaintiff seek to use the information in a
22 judicial proceeding to enforce the Consent Judgment, the information shall be filed
23 under seal.

24 (e) The Parties agree that, subject to the exceptions in this Paragraph
25 61, Confidential Information shall not be disclosed to any other person and only be
26 used by a Party for the purpose of implementing, complying with, or overseeing the
27 terms of this Consent Judgment (which shall include sharing such Confidential
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1 Information with counsel, consultants, experts, laboratories, and contractors, or similar
2 entities, provided that they are acting on behalf of a Party for the purpose of
3 implementing, complying with, or overseeing this Consent Judgment).

4 Notwithstanding the foregoing, nothing herein shall restrict Defendants' right to share
5 its own information as it deems appropriate. The Parties shall (i) keep all Confidential
6 Information, and all information and evaluations derived from such Confidential
7 Information, in confidence using a reasonable degree of care to prevent disclosure to
8 unauthorized third-parties; (ii) limit use of Confidential Information as specified in this
9 Paragraph 61; (iii) only reproduce or disseminate Confidential Information of another
10 Party to the extent necessary and as permitted by this Consent Judgment; and (iv)
11 promptly inform the other Parties, in writing, of any unpermitted release or sharing of
12 or request, including pursuant to judicial process, for the Confidential Information.

13 (f) The obligations of confidentiality with respect to Confidential
14 Information shall not apply to any such Confidential Information which (i) is publicly
15 known or later made public through no wrongful or negligent act of the receiving
16 and/or disclosing Party; (ii) is received free of restriction on disclosure from another
17 source having the right to so furnish the Confidential Information; (iii) is used or
18 disclosed in connection with enforcement of this Consent Judgment and subject to a
19 protective order entered by the District Court; (iv) is approved for release in writing by
20 the Parties; or (v) is required to be disclosed by operation of law, subject to notice
21 reasonably prior to the disclosure.

22 62. Force Majeure. No Party shall be considered to be in default in the
23 performance of any of its obligations when a delay of performance or failure to
24 perform is due to a "Force Majeure event." A Force Majeure event is any
25 unforeseeable event or circumstance, which is not caused by a material act or omission
26 of a Party, and which results in any delay in, or total or partial failure of, performance
27 of the affected Party after that Party has exercised due diligence to remedy, avoid, or
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1 limit the impact of the event, including, without limitation, any act of God, war, fire,
2 earthquake, flood, pandemic, weather event, social unrest, health emergency, restraint
3 by court order or public authority, and/or delay caused by a regulatory or government
4 agency for reasons outside the control of a Party. A Force Majeure event does not
5 include normal inclement weather or inability to pay.

6 63. Binding on the Parties. The terms of this Consent Judgment shall be
7 binding on all Parties and their employees, officers, members, shareholders, attorneys,
8 agents, divisions, subsidiaries, parent corporations, affiliates, successors in interest
9 including subsequent purchasers, and assignees.

10 64. Counterparts. This Consent Judgment may be executed in one or more
11 counterparts which, taken together, shall be deemed to constitute one and the same
12 document. An executed copy of this Consent Judgment shall be valid as an original.

13 65. Severability. In the event that any one of the provisions of this Consent
14 Judgment is held by a court to be unenforceable, the validity of the enforceable
15 provisions shall not be adversely affected.

16 66. Authority to Enter Consent Judgment. The undersigned are authorized to
17 execute this Consent Judgment on behalf of its respective Party and have read,
18 understood, and agreed to be bound by all of the terms and conditions of this Consent
19 Judgment.

20 67. Integration. All agreements, covenants, representations, and warranties,
21 express or implied, oral, or written, of the Parties concerning the subject matter of this
22 Consent Judgment are contained herein. This Consent Judgment and the attachments
23 contain all of the terms and conditions agreed upon by the Parties relating to the
24 matters covered by the Consent Judgment and supersede any and all prior and
25 contemporaneous agreements, negotiations, correspondence, understandings, and
26 communications of the Parties, whether oral or written, respecting the matters covered
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1 by this Consent Judgment. This Consent Judgment may be amended or modified only
2 by a writing signed by the Parties or their authorized representatives.

3 68. Consent Judgment for the Benefit of the Parties. This Consent Judgment
4 and its attachments are made for the sole benefit of the Parties, and no other person or
5 entity shall have any rights or remedies under or by reason of this Consent Judgment,
6 unless otherwise expressly provided for therein.

7 69. Notices. Any notices or documents required or provided for by this
8 Consent Judgment or related thereto that are to be provided to Plaintiff pursuant to this
9 Consent Judgment shall be sent by electronic mail transmission to the email addresses
10 listed below (unless electronic mail transmission is infeasible in which case electronic
11 or paper copies shall be hand-delivered or sent by U.S. Mail, postage prepaid, and
12 addressed as follows):

13 Fredric Evenson
14 Ecology Law Center
15 PO Box 1000
16 Santa Cruz, CA 95061-1000
evenson@ecologylaw.com

17 With copies sent to:

18 Christopher Sproul and Stuart Wilcox
19 Environmental Advocates
20 5135 Anza Street
21 San Francisco, California 94121
22 csproul@enviroadvocates.com
wilcox@enviroadvocates.com

23 Any notices or documents required or provided for by this Consent Judgment or
24 related thereto that are to be provided to Defendants shall be sent by electronic mail
25 transmission to the email addresses listed below (unless electronic mail transmission is
26 infeasible in which case electronic or paper copies shall be hand-delivered or sent by
27 U.S. Mail, postage prepaid, and addressed as follows):
28

1 Marie Durrant and Christian Stephens
2 PacifiCorp
3 1407 W. North Temple, Suite 320
4 Salt Lake City, UT 84116
5 Office: 801-220-4526
6 Marie.Durrant@pacificorp.com
7 Christian.Stephens@pacificorp.com

8 With copies sent to:

9 Steven G. Jones
10 Ray Quinney & Nebeker P.C.
11 36 South State Street, Suite 1400
12 Salt Lake City, Utah 84111
13 Direct: 801-323-3394
14 sjones@rqn.com

15 and

16 Melissa Thorme
17 Stoel Rives LLP
18 500 Capitol Mall, Suite 1600
19 Sacramento, CA 95814
20 Direct: 916-527-6244
21 Melissa.Thorme@stoel.com

22 Each Party shall promptly notify the other Parties of any change in the above-listed
23 contact information. Any notice provided under this Consent Judgment shall be
24 deemed received on the day it is emailed if sent by email and received three (3) Days
25 after the date of mailing if sent by United States mail.

26 70. Electronic Signatures. Signatures of the Parties transmitted by facsimile or
27 email shall be deemed binding.

28 71. Court Approval. If for any reason the District Court should decline to
approve this Consent Judgment in the form presented, the Parties shall use best efforts
to work together to modify the Consent Judgment to address any deficiency or other
objection identified by the Court within thirty (30) Days so that it is acceptable to the

1 District Court. If the Parties are unable to modify this Consent Judgment in a mutually
2 acceptable manner, this Consent Judgment shall be null and void.

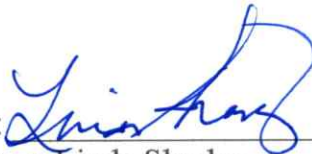
3 72. Representation by Counsel. This Consent Judgment shall be deemed to
4 have been drafted equally by the Parties and shall not be interpreted for or against any
5 Party on the ground that any such Party drafted it. Each of the Parties agrees that it has
6 been represented by independent counsel of its choice during the negotiation of this
7 Consent Judgment and has had the opportunity to review the provisions of the
8 Judgment with its independent counsel in advance of execution.

9 73. Headings and Captions. The headings and captions used in the Consent
10 Judgment are for reference purposes only and shall not have any effect on the
11 interpretation of the Consent Judgment.

12
13 **IN WITNESS WHEREOF**, the undersigned have executed this Consent Judgment as
14 of the date first set forth below.

15 APPROVED AS TO CONTENT

16
17 Dated: 1/31, 2025

18 By: 
19 Name: Linda Sherby
20 Title: Executive Director
21 Organization: Ecological Rights Foundation

22 Dated: January 31, 2025

23 By: Karen Kruse
24 Name: Karen Kruse
25 Title: VP, Chief Legal Counsel
26 Organization: PacifiCorp

1 APPROVED AS TO FORM

2 Dated: January 31, 2025

By: Christopher a. sproul
Christopher Sproul
Attorney for Plaintiff

5 Dated: January 30, 2025

By: [Signature]
Steven Jones
Attorney for Defendants

9 IT IS SO ORDERED

UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF
CALIFORNIA

12 Dated: _____, 2025

Honorable Jon S. Tigar, U.S. District Court
Judge

EXHIBIT A
Facilities List

1
2
3
4 1054 Northcrest Drive, Crescent City, CA 95531 (Crescent City Facility)

5 300 S. Main Street, Yreka, CA 96097

6 925 S. Grape Street, Medford, OR 97501

7
8 1420 William Hwy, Grants Pass, OR 97527-5556

9 1284 Tucker Road, Hood River, OR 97301

10 4025 Old Highway 99 S., Roseburg, OR 97471

11
12 416 Oregon Coast Highway, Lincoln City, OR 97367

EXHIBIT B
Dioxins TEQ Equation, Toxicity Equivalency Factors, and
Bioaccumulation Equivalency Factors

$$Dioxins\ TEQ = \Sigma(CX \times TEFX \times BEFX)$$

Where,

CX = concentration of dioxin or furan congener x

TEFX = TEF for congener x

BEFX = BEF for congener x

Congener	Great Lakes Water Quality Initiative Bioaccumulation Equivalency Factors (BEF)	2005 World Health Organization (WHO) Toxic Equivalency Factors (TEF)
1,2,3,4,6,7,8-HpCDD	0.05	0.01
1,2,3,4,6,7,8-HpCDF	0.01	0.01
1,2,3,4,7,8,9-HpCDF	0.4	0.01
1,2,3,4,7,8-HxCDD	0.3	0.1
1,2,3,4,7,8-HxCDF	0.08	0.1
1,2,3,6,7,8-HxCDD	0.1	0.1
1,2,3,6,7,8-HxCDF	0.2	0.1
1,2,3,7,8,9-HxCDD	0.1	0.1
1,2,3,7,8,9-HxCDF	0.6	0.1
1,2,3,7,8-PeCDD	0.9	1
1,2,3,7,8-PeCDF	0.2	0.03
2,3,4,6,7,8-HxCDF	0.7	0.1
2,3,4,7,8-PeCDF	1.6	0.3
2,3,7,8-TCDD	1.0	1
2,3,7,8-TCDF	0.8	0.1
OCDD	0.01	0.0003
OCDF	0.02	0.0003

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EXHIBIT C
Map of Areas Surrounding Crescent City Facility
Subject to Remediation Obligations



1 **EXHIBIT D**
2 **Map of Areas at the Standard Veneer Facility**
3 **Subject to Remediation Obligations**
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