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17 Attorneys for Parties
18 CITY OF RIALTO and
19 RIALTO UTILITY AUTHORITY

20 IN THE MATTER OF:) SWRCB/OCC File A-1824
21 PERCHLORATE CONTAMINATION)
22 AT A 160-ACRE SITE IN THE RIALTO) DECLARATION OF JULIE E.
AREA) MACEDO IN SUPPORT OF
23) RIALTO'S PREHEARING MOTIONS
24) (Gov. Code § 11450.30;
) Wat. Code § 1100; Code
) Civ. Proc. § 2025.420

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1 I, JULIE E. MACEDO, declare as follows:

2 1. I am an attorney at law, duly licensed to practice before the Courts
3 of the State of California. I am a senior associate in the firm of Pillsbury Winthrop Shaw
4 Pittman LLP, attorneys of record for CITY OF RIALTO ("Rialto") in the within proceeding.

5 2. A true and correct copy of the Minute Order (In Chambers) Re:
6 Consolidation issued on January 26, 2007 is attached hereto as Exhibit A.

7 3. On January 21, 2004, the City of Rialto and Rialto Utility Authority
8 filed an action against a number of defendants, including the alleged dischargers and
9 parties to the hearing Goodrich Corporation ("Goodrich"), Pyro Spectaculars, Inc.
10 ("Pyro") and related Emhart entities ("Emhart") to recover responses costs under
11 CERCLA (42 U.S.C. §§ 9607 and 9613), injunctive relief under RCRA (42 U.S.C. §§
12 6901, et seq.), and damages under various state law theories for Defendants'
13 contamination of Plaintiffs' groundwater. Plaintiffs have amended and supplemented
14 their allegations, and a true and correct copy of the operative complaint, the Fourth
15 Amended and Supplemental Complaint, is attached hereto as Exhibit B.

16 4. During the more than three year course of the federal litigation, over
17 250 depositions have been taken and several hundreds of thousands of documents
18 have been produced. A substantial portion of this discovery relates to the liability of
19 Goodrich, Pyro and Emhart.

20 5. Because events underlying Rialto's Complaint occurred in the 1940s
21 and decades following, it has been the practice for over two years that depositions of
22 aged and/or infirm witnesses have priority. Existing Case Management Order No. 2
23 (CMO 2), at page 6, in the federal litigation requires that parties meet and confer
24 regarding witness and counsel availability instead of allowing the unilateral noticing of
25 depositions under the Federal Rules of Civil Procedure. A true and correct copy of CMO
26 2 is attached hereto as Exhibit C.

27 6. Despite this practice, Goodrich, Emhart and Pyro have recently
28 unilaterally subpoenaed the deposition testimony of more than ten witnesses. On

1 February 27, 2007, Goodrich served a notice of deposition with attached federal court
2 subpoena for the depositions of Kurt Berchtold and Kamron Saremi, employees of the
3 Santa Ana Regional Water Quality Control Board ("Regional Board"), for March 8 and
4 March 9 and 15, 2007, respectively. True and correct copies of these notices of
5 depositions are attached hereto as Exhibits D and E, respectively. There was no
6 subpoena attached which would comply with the State Water Resources Control Board
7 ("State Board") procedures.

8 7. On the same date, Emhart served notice of federal subpoenas,
9 without State Board issued subpoenas, issued to Gerard Thiebault and Robert Holub, of
10 the Regional Board, for March 8 and March 9 and 10, 2007, respectively. True and
11 correct copies of these notices of depositions are attached hereto as Exhibits F and G,
12 respectively.

13 8. On March 2, 2007 Emhart served notice, in the same manner, of the
14 deposition of William Schroeder for March 15, 2007. A true and correct copy of this
15 notice of deposition is attached hereto as Exhibit H. Mr. Schroeder is a former employee
16 of the City of Rialto Fire Department, but no attempt was made to contact attorneys for
17 the City of Rialto regarding accepting service.

18 9. On February 27, 2007, Pyro also served notice of subpoenas issued
19 in the federal litigation and subpoenas purportedly issued in the State Board proceeding,
20 on the State Board form, but executed by an attorney for Pyro, for the depositions of
21 Gary Lass, Steve Van Stockum, and Richard Roberts on March 14, March 7, and March
22 9, respectively. True and correct copies of these notices of depositions are attached
23 hereto as Exhibits I, J, and K, respectively.

24 10. During a meet and confer teleconference on March 2, 2007,
25 attorneys for Emhart and Goodrich admitted that they are seeking to take these
26 depositions now in order to obtain discovery for the State Board hearing. A true and
27 correct copy of the Rough Transcript of the March 2, 2007 Teleconference is attached
28 hereto as Exhibit L ("Rough Transcript"). I obtained a copy of the Rough Transcript from

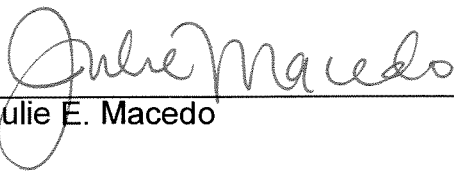
1 the Court Reporter, and have accurately cited or referenced excerpts of the Rough
2 Transcript in Rialto's Prehearing Motions.

3 If called as a witness in this proceeding, I would and could competently
4 testify to the foregoing.

5 I declare under penalty of perjury under the laws of the United States and
6 those of the State of California that the foregoing is true and correct to the best of my
7 knowledge.

8 Executed in San Francisco, California on March 5, 2007.

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Julie E. Macedo

**P-SEND
JS-6**

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
3470 Twelfth Street, Riverside, CA 92501
CIVIL MINUTES -- GENERAL

Case No. EDCV 06-1319-SGL(JCRx)

Date: January 26, 2007

Title: CITY OF COLTON, a California municipal corporation -v- AMERICAN PROMOTIONAL EVENTS, INC.; AMERICAN PROMOTIONAL EVENTS, INC.-WEST; AMERICAN WEST, INC.; AMERICAN WEST MARKETING, INC., AMERICAN PYRODYNE; ASTRO PYROTECHNICS, INC.; BLACK & DECKER INC.; COUNTY OF SAN BERNARDINO; EMHART INDUSTRIES, INC.; FREEDOM FIREWORKS, INC.; GOODRICH CORPORATION; KWIKSET LOCKS, INC.; KWIKSET OF DELAWARE, INC.; PYRODYNE AMERICAN CORPORATION; PYRO SPECTACULARS, INC.; THOMAS O. PETERS; THE 1996 THOMAS O. PETERS AND KATHLEEN S. PETERS REVOCABLE TRUST; STONEHURST SITE, LLC; TROJAN FIREWORKS CO.; WHITTAKER CORPORATION; and DOES 1-10

PRESENT: HONORABLE STEPHEN G. LARSON, UNITED STATES DISTRICT JUDGE

Jim Holmes
Courtroom Deputy Clerk

None Present
Court Reporter

ATTORNEYS PRESENT FOR PLAINTIFFS:

ATTORNEYS PRESENT FOR DEFENDANTS:

None present

None present

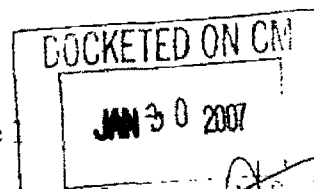
PROCEEDINGS: MINUTE ORDER (IN CHAMBERS) RE: CONSOLIDATION

Pursuant to joint orders signed by Judge Virginia A. Phillips and Judge Stephen G. Larson, the following matters have been transferred to this Court and, together with City of Colton -v- American Promotional Events, Inc., et al., EDCV 06-01319-SGL (JCRx) ("Colton III"), are ORDERED consolidated under the first case listed below, as they appear to this Court to involve a number of common parties and issues of law and fact:

- (1) City of Rialto, et al. -v- U.S. Department of Defense, et al., EDCV 04-00079-VAP (SSx) ("Rialto Litigation");

MINUTES FORM 90
CIVIL -- GEN

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ORIGINAL

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Exhibit A

- (2) Goodrich Corporation -v- Emhart Industries, Inc., et al., EDCV 04-00759-VAP (SSx)("Goodrich Litigation"); and
- (3) Fontana Water Company, et al. -v- West Coast Loading Corporation, CV 05-01519-VAP (SSx)("Fontana Litigation").

Although the Court understands that several of the parties have suggested through counsel that City of Colton v. American Promotional Events, Inc.-West, et al., CV 05-01479-JFW (SSx) ("Colton I"), is also related to the above-referenced cases, Judge John F. Walter declined a low-number transfer in an order dated January 19, 2007.

For ease of record keeping, the Court ORDERS that all further documents and proceedings occur under the name City of Rialto, et al. -v- U.S. Department of Defense, et al., and bear the case number <EDCV 04-00079-SGL (SSx)>. The Court Clerk shall CLOSE Case Numbers EDCV 04-00759, CV 05-01519, and EDCV 06-01319. The first paragraph of any document filed with the Court shall explicitly inform the Court to which of the four cases that the document relates or the pleading is directed.

An in-person status conference for all counsel of record in the above-referenced litigation is ORDERED for March 12, 2007, at 1:30 p.m. A hearing on any pending motions in any of the above-referenced litigation will be conducted at the same date and time. All other status conference/hearing dates are VACATED.

IT IS SO ORDERED.



Aug 26 2005
11:47AM

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CITY OF RIALTO and
15 RIALTO UTILITY AUTHORITY

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA
18

19 CITY OF RIALTO, a California
20 Municipal corporation; and RIALTO
UTILITY AUTHORITY, a Joint
21 Powers Authority organized and
existing under the laws of the State
22 of California,

23 Plaintiffs,

24 v.

25 UNITED STATES
DEPARTMENT OF DEFENSE;
26 KWIKSET LOCKS, INC.;
KWIKSET CORPORATION;
27 EMHART INDUSTRIES, INC.;
BLACK & DECKER (U.S.), INC.;
28 BLACK & DECKER

No. ED CV 04-00079 VAP (SSx)
[Consolidated with Case
No. ED CV 04-00759 VAP (SSx)]

FOURTH AMENDED AND
SUPPLEMENTAL COMPLAINT FOR:

1. RECOVERY OF RESPONSE COSTS
PURSUANT TO CERCLA (42 U.S.C.
§9607(a));

2. DECLARATORY RELIEF RE:
FUTURE RESPONSE COSTS
PURSUANT TO CERCLA (42 U.S.C.
§9613(g));

3. RECOVERY OF RESPONSE COSTS
PURSUANT TO HSAA (Cal. Health &

Exhibit B

1 CORPORATION; BLACK &
2 DECKER, INC.; GOODRICH
3 CORPORATION dba THE NEW
4 YORK GOODRICH
5 CORPORATION;
6 PYROTRONICS
7 CORPORATION; COUNTY OF
8 SAN BERNARDINO;
9 ROBERTSON'S READY MIX,
10 INC.; BROCO
11 ENVIRONMENTAL, INC.;
12 DENOVA ENVIRONMENTAL,
13 INC.; ENVIRONMENTAL
14 ENTERPRISES, INC.;
15 AMERICAN PROMOTIONAL
16 EVENTS, INC.-WEST dba TNT
17 FIREWORKS; PYRO
18 SPECTACULARS, INC.; TROJAN
19 FIREWORKS; ASTRO
20 PYROTECHNICS; ZAMBELLI
21 FIREWORKS
22 MANUFACTURING CO.;
23 RAYTHEON COMPANY;
24 GENERAL DYNAMICS
25 CORPORATION; HUGHES
26 AIRCRAFT COMPANY; TUNG
27 CHUN COMPANY; WONG
28 CHUNG MING aka CHUNG
MING WONG; WHITTAKER
CORPORATION; DELTA T.,
INC.; AMEX PRODUCTS, INC.
formerly known as AMERICAN
EXPLOSIVES COMPANY;
TASKER INDUSTRIES;
AMERICAN WEST
EXPLOSIVES; GOLDEN STATE
EXPLOSIVES; E.T.I. EXPLOSIVE
TECHNOLOGIES
INTERNATIONAL, INC. OF
CALIFORNIA; EDWARD
STOUT; ELIZABETH
RODRIGUEZ; JOHN CALLAGY,
AS TRUSTEE OF THE
FREDERIKSEN CHILDREN'S
TRUST UNDER TRUST
AGREEMENT DATED
FEBRUARY 20, 1985; LINDA
FREDERIKSEN; LINDA
FREDERIKSEN, AS TRUSTEE
OF THE WALTER M. POINTON
TRUST DATED 11/19/91; LINDA
FREDERIKSEN, AS TRUSTEE
OF THE MICHELLE ANN
POINTON TRUST UNDER
TRUST AGREEMENT DATED

Safety Code, § 25300, et seq.; §
25363(e));

4. DECLARATORY RELIEF
PURSUANT TO HSAA (Cal. Health &
Safety Code, § 25300, et seq., § 25363);

5. INJUNCTIVE RELIEF PURSUANT
TO RCRA (42 U.S.C. §6901, ET SEQ.)
(BY PLAINTIFF CITY OF RIALTO
ONLY);

6. NUISANCE;

7. PUBLIC NUISANCE;

8. NEGLIGENCE;

9. CONTINUING TRESPASS TO
LAND;

10. INVERSE CONDEMNATION;

11. DECLARATORY RELIEF
PURSUANT TO THE
DECLARATORY JUDGMENT ACT
(28 U.S.C. §§2201, 2202);

12. DECLARATORY RELIEF UNDER
STATE LAW (CAL. CODE CIV.
PROC., §1060)

DEMAND FOR JURY TRIAL
(FRCP 38)

1 FEBRUARY 15, 1985; JOHN
2 CALLAGY; MARY MITCHELL;
3 JEANINE ELZIE; STEPHEN
4 CALLAGY; THE MARQUARDT
5 COMPANY formerly known as
6 MARQUARDT CORPORATION;
7 FERRANTI INTERNATIONAL,
8 INC.; ENSIGN-BICKFORD
9 COMPANY; ORDNANCE
10 ASSOCIATES; THOMAS O.
11 PETERS; and THOMAS O.
12 PETERS REVOCABLE TRUST,

Defendants.

9
10 GENERAL ALLEGATIONS

11 JURISDICTION AND VENUE

12 1. This Court has jurisdiction over the subject matter of Plaintiff's
13 claims for relief, and all other controversies arising herein under Chapter 103 of
14 Title 42 of the United States Code, pursuant to Section 107(a) of the
15 Comprehensive Environmental Response, Compensation and Liability Act, as
16 amended by the Superfund Amendments and Reauthorization Act of 1986
17 ("CERCLA"), 42 U.S.C. §§9601-9657, §9107(a), and pursuant to 28 U.S.C. §1331
18 as involving questions arising under federal law. Departments, agencies and
19 instrumentalities of the United States are liable under CERCLA pursuant to an
20 express statutory waiver of sovereign immunity. (42 U.S.C. §9620(a).) This Court
21 also has subject matter jurisdiction under the Federal Declaratory Judgment Act,
22 28 U.S.C. §2201.

23 2. This Court has jurisdiction over the subject matter of Plaintiff
24 CITY OF RIALTO's claims for relief asserting a citizens' suit claim pursuant to
25 Sections 7002(a)(1)(A) and 7002(a)(1)(B) of the Solid Waste Disposal Act, as
26 amended by the Resource Conservation and Recovery Act of 1976, as further
27 amended by the Hazardous and Solid Waste Amendments of 1984 ("RCRA"),
28 42 U.S.C. §§6901-6992(k), §6972(a)(1)(A), (a)(1)(B), pursuant to the provisions of

1 RCRA §7002(a), 42 U.S.C. §6972(a), and pursuant to 28 U.S.C. §1331 as involving
2 questions arising under federal law. Departments, agencies and instrumentalities of
3 the United States are liable under RCRA pursuant to an express statutory waiver of
4 sovereign immunity. (42 U.S.C. §6961(a).)

5 3. This Court has subject matter jurisdiction over Plaintiff's
6 remaining claims for relief brought under state law by virtue of its statutorily-
7 provided supplemental jurisdiction, 28 U.S.C. §1367, and under the doctrine of
8 pendent jurisdiction set forth in *United Mine Workers v. Gibbs*, 383 U.S. 715, 86
9 S. Ct. 1130, 16 L.Ed. 218 (1966). The claims under state law arise from the same
10 common nucleus of operative facts as the claims under federal law. The state law
11 and federal law claims are so intertwined that it is appropriate for this Court to
12 exercise its jurisdiction over the state law claims asserted herein.

13 4. Plaintiff has satisfied all the jurisdictional requirements to filing
14 this Fourth Amended Complaint ("Complaint"). While unnecessary to pursue its
15 federal cost recovery and declaratory relief claims under CERCLA, plaintiff CITY
16 OF RIALTO has, at least 90 days prior to filing of this Complaint, given all
17 necessary notices required by the appropriate citizens suit provisions of RCRA
18 (42 U.S.C. §6972(b)(1)(2)(A)) to the parties named herein. Following the Court's
19 July 12, 2004 Order Granting In Part Defendants' Motions to Dismiss And to Strike
20 Improper Allegations, plaintiffs served a new public entity tort claim on defendant
21 COUNTY OF SAN BERNARDINO on or about July 20, 2004, and that new claim
22 was denied by operation of law on or about September 7, 2005, when COUNTY
23 failed to act upon it. As against COUNTY, the Fourth, Fifth, Seventh, Eighth,
24 Ninth, Tenth and Twelfth Claims for Relief of this Complaint are all supported by
25 this new notice, which is timely in light of the continuing and repeated course of
26 conduct and omissions causing damages to Plaintiff that are continuing and have
27 not yet stabilized, and for which the relevant claims have not yet accrued pursuant
28

1 to the stabilization rule of accrual under the doctrine of *Lee v. Los Angeles County*
2 *Metropolitan Transportation Authority*, 107 Cal.App.4th 848, 858 (2003).

3 5. Since the properties and natural groundwater resources that are
4 the subject of this action are located in the City of Rialto, San Bernardino County,
5 California, within this Court's District, since the alleged imminent and substantial
6 endangerment has occurred at said properties, and since the release of hazardous
7 substances into the environment and related wrongful acts alleged herein took place
8 at said properties, and has injured and affected said properties and resources, venue
9 of law is proper in this Court pursuant to 42 U.S.C. §9607(a), 42 U.S.C. §6972(a),
10 42 U.S.C. §9659(b), 28 U.S.C. §1391(b), and all applicable law.

11 NATURE OF ACTION

12 6. Plaintiffs CITY OF RIALTO and RIALTO UTILITY
13 AUTHORITY (hereinafter sometimes collectively and/or individually referred to as
14 "Plaintiff" or "CITY") bring this action to: (1) require Defendants to investigate
15 and clean up the environmental contamination caused or contributed to by
16 Defendants which has migrated and continues to migrate from numerous industrial,
17 commercial, former military and waste disposal sites and facilities within the
18 approximately 2800-acre North Rialto area formerly known as the Rialto
19 Ammunition Storage Point (the "RASP Area" or "RASP Site") upon which
20 Defendant UNITED STATES DEPARTMENT OF DEFENSE (the "DOD")
21 conducted military operations and activities from approximately December 1941
22 through July 1946; and (2) recover CITY's costs, expenses, losses and other
23 damages caused by Defendants from the environmental contamination which has
24 been released and continues to be released into the environment, and which has
25 migrated and continues to migrate from their facilities and sites within the RASP
26 Area in North Rialto.

27 7. Plaintiff CITY OF RIALTO is a municipal corporation, with a
28 population of approximately 95,000 persons, duly organized and existing under the

1 laws of the State of California and located in San Bernardino County, California.
2 Plaintiff RIALTO UTILITY AUTHORITY is a Joint Powers Authority duly
3 organized and existing under the laws of the State of California. CITY's public
4 works agency is responsible for supplying a safe, potable and reliable drinking
5 water source to approximately 10,000 service connections, representing just under
6 half of CITY's population. CITY possesses valuable adjudicated and unadjudicated
7 proprietary water rights to draw water from, and valuable rights to, inter alia,
8 recharge and store water in, one or more contaminated local aquifers, including but
9 not necessarily limited to, an aquifer/s within the Rialto/Colton Groundwater Basin.
10 CITY is the successor to certain mutual water companies and other water service
11 providers that initiated pumping from local aquifers in the late 1800's. Today,
12 CITY relies almost entirely on local aquifers to meet its needs for water. CITY
13 holds valuable proprietary water rights in these aquifers, one or more of which have
14 been contaminated by perchlorate. CITY holds these proprietary water rights both
15 in its own name and as an owner of shares in certain mutual water companies. The
16 CITY OF RIALTO, in its own name and as an owner of shares in mutual water
17 companies, is also a holder of water rights under decrees, judgments and other court
18 proceedings (collectively, "Adjudications"). The Adjudications govern the
19 management of and production from aquifers from which CITY (and others) draw
20 water. The Adjudications give CITY additional valuable proprietary rights in the
21 one or more aquifers that have been contaminated by perchlorate.

22 8. Perchlorate, a chemical whose molecules are comprised of one
23 chlorine and four oxygen atoms, is principally used to accelerate the combustion of
24 rocket fuels and propellants and for the manufacture of explosives, munitions,
25 flares, ordnance, and pyrotechnic products, such as fireworks. Due to its
26 ignitability and/or other characteristics as an oxidizing agent, perchlorate that is
27 disposed of, discharged or released into the environment is a "hazardous solid
28 waste" within the definitions of both RCRA and CERCLA. (42 U.S.C. §§6903(5),

1 (27), 9601(14)(c); 40 C.F.R. §§261.2, 261.3(a)(2)(i), 261.20(a); *Castaic Lake Water*
2 *Agency v. Whittaker Corp.*, 272 F.Supp.2d 1053, 1059-1060 (C.D. Cal., July 15,
3 2003).) The U.S. EPA has determined that perchlorate causes adverse human
4 health effects, including inhibition of iodine uptake to the thyroid gland, producing
5 adverse physical and developmental problems, particularly in pregnant women and
6 their developing fetuses, and including behavioral changes and mental retardation
7 in children. Perchlorate is a salt which dissolves readily in water, spreads rapidly
8 with the water through permeable and semi-permeable soils down through the
9 unsaturated zone and into groundwater, and requires expensive remediation
10 technologies to remove from water or to reduce to levels below governmentally-
11 established limits, also known as action levels.

12 9. The scientific technology required to test for and detect
13 concentrations of perchlorate at or below low ppb levels did not exist prior to late
14 1997. At the time of filing of the original complaint herein, the California State
15 Action Level (an advisory standard) for perchlorate in drinking water was four (4)
16 parts per billion (“ppb”), as set by the California Department of Health Services
17 (“DHS”), having been lowered from the previous level of 18 ppb on January 18,
18 2002. This California law required water providers to notify their governing bodies
19 when perchlorate concentrations in their water supply equaled or exceeded the 4
20 ppb benchmark. Since the filing of the original complaint herein, on or about
21 March 12, 2004, the Office of Environmental Health Hazard Assessment
22 (“OEHHA”) of the California Environmental Protection Agency issued a Public
23 Health Goal for Perchlorate in Drinking Water (“PHG”) of 6 ppb. Also, on or
24 about that date, the DHS revised its California State Action Level to 6 ppb.

25 10. Perchlorate has to date been detected in five of the CITY’s
26 drinking water supply wells located in and/or which draw from the contaminated
27 aquifer/s, at levels ranging from just over four to 78 ppb. Upon detection of
28 perchlorate, these wells were taken out of service by CITY. Disabling

1 contaminated wells has resulted in temporal total potable water losses to CITY of
2 approximately 10,000 gallons per minute, or over 14 million gallons per day. CITY
3 anticipates that the perchlorate contamination will spread to other wells drawing
4 from the contaminated aquifer/s in the immediate future if the existing perchlorate
5 contamination plume, currently estimated to span over 6.5 miles from its origins in
6 the RASP Area, migrates as anticipated. On July 15, 2003, the Rialto City Council
7 declared a water shortage emergency under California Water Code sections 350, et
8 seq., because of the effects of the perchlorate contamination and the local drought.
9 On July 6, 2004, the California Regional Water Quality Control Board – Santa Ana
10 Region (“RWQCB”), acting pursuant to its Cleanup and Abatement Order (“CAO”) No. R8-2003-0013, notified defendant COUNTY OF SAN BERNARDINO
11 (“COUNTY”) that Rialto Well No. 3 is currently threatened to be “impacted by
12 perchlorate that is migrating from the County’s [RASP Area] Rialto property.” The
13 loss of additional wells could result in Plaintiff CITY being unable to meet its
14 citizens’ demand for potable water.
15

16 11. CITY, along with two other local water purveyors, the West
17 Valley Water District and the City of Colton, has installed treatment equipment and
18 resumed pumping water from some wells in which the perchlorate has been
19 detected, and CITY has terminated or curtailed the use of some wells as a result of
20 the contamination and attempts to mitigate it. CITY and these purveyors are now
21 treating at the well head on such recommissioned wells to remove perchlorate from
22 water taken from the perchlorate-polluted aquifer/s so that it can be served to their
23 customers. Treatment equipment is installed and operating in the CITY’s Chino
24 Well #2. Treatment equipment in Chino Well #1 is operational and is undergoing
25 the requisite demonstration phase testing prior to delivering water to CITY’s
26 system. Several other CITY wells remain shut down and fully or intermittently
27 inoperable due to the perchlorate pollution and cannot be equipped with perchlorate
28 removal equipment until funds to do so are obtained. The cost per well for well-

1 head treatment for perchlorate removal in terms of capital and operation and
2 maintenance expenses is very substantial and there is an approximate 6-month lead
3 time between ordering the equipment and obtaining necessary Department of
4 Health Services approval. The CITY has been forced to significantly raise the rates
5 charged to its water consumers to cover damages and costs and incurred as a result
6 of the perchlorate contamination.

7 12. The CITY, along with three other local water purveyors – the
8 City of Colton; Fontana Water Company, a division of the San Gabriel Valley
9 Water Company; and the West San Bernardino County Water District – entered
10 into an Interim Settlement Agreement with Goodrich Corporation as of
11 December 31, 2002 (the “Goodrich Agreement”). Under the Goodrich Agreement,
12 which was encouraged and approved by the Santa Ana Regional Water Quality
13 Control Board, the CITY agreed, inter alia, to refrain from commencing litigation
14 against Goodrich for a specified period of time and the CITY received a loan of
15 \$1,000,000 to be used for wellhead treatment for perchlorate contamination.

16 13. To date, the CITY has spent in excess of \$5,000,000, or more, as
17 a result of perchlorate contamination in one or more contaminated aquifers. These
18 monies have been spent in conducting investigations, identifying processes by
19 which perchlorate can be removed from the drinking water, and performing well
20 head treatments. Preliminary efforts, analysis, and characterization strongly
21 suggest that the groundwater in the contaminated aquifer/s flows generally in a
22 northwest-to-southeast direction, paralleling the Rialto/Colton Fault, and that a
23 perchlorate contaminant plume originating in the RASP Area is also moving in that
24 general direction. The perchlorate in the soil and groundwater at, under, and
25 emanating from, the RASP Area sites poses an imminent and substantial threat to
26 public health and the environment.

27 14. The groundwater contamination beneath and affecting Plaintiff’s
28 wells and properties, and its proprietary and other property rights and interests in

1 the formerly pristine but now contaminated aquifer/s and its/their natural
2 groundwater resources, is attributable, in whole or in part, to the Defendants'
3 historical, current and ongoing releases and disposal of significant quantities of
4 hazardous substances and wastes, including perchlorate, at various sites and
5 facilities within the RASP Area, including, but not limited to, Defendant
6 COUNTY's Mid-Valley Sanitary Landfill. Over time, some of the released and
7 disposed hazardous substances and wastes has moved vertically downward into and
8 through the RASP Area soils to contaminate the underlying groundwater, and has
9 subsequently flowed into, beneath and onto Plaintiff CITY's properties and wells,
10 causing water contamination and well closure, and necessitating the employment of
11 expensive treatment and remediation technologies, inter alia.

12 DEFINITIONS

13 15. "Perchlorate," as used in this Complaint, is an oxidizing anion
14 which is both a "hazardous substance" and "hazardous solid waste" as defined
15 under CERCLA and RCRA. (42 U.S.C. §§6903(5), (27), 9601(14)(c); 40 C.F.R.
16 §§261.2, 261.3(a)(2)(i), 261.20(a); *Castaic Lake Water Agency v. Whittaker Corp.*,
17 272 F.Supp.2d 1053,1059-1060 (C.D. Ca., July 15, 2003).)

18 16. "Disposal," as used in this Complaint, shall have the meaning
19 set forth in RCRA §1004(3), 42 U.S.C. §6903(3):

20 The discharge, deposit, injection, dumping, spilling,
21 leaking, or placing of any solid waste or hazardous waste
22 into or on any land or water so that such solid waste or
23 hazardous waste or any constituent thereof may enter the
24 environment or be emitted into the air or discharged into
25 any waters, including ground waters.

26 17. "Environment," as used in this Complaint, shall have the
27 meaning set forth in CERCLA §101(8), 42 U.S.C. §9601(8):
28

1 (A) the navigable waters, the waters of the contiguous
2 zone, and the ocean waters of which the natural resources
3 are under the exclusive management authority of the
4 United States . . . and (B) any other surface water,
5 groundwater, drinking water supply, land surface or
6 subsurface strata, or ambient air within the United States
7 or under the jurisdiction of the United States.

8 18. "Facility," as used in this Complaint, shall have the meaning set
9 forth in CERCLA §101(9), 42 U.S.C. §9601(9):

10 (A) Any building, structure, installation, equipment,
11 pipe or pipeline (including any pipe into a sewer or
12 publicly owned treatment works), well, pit, pond, lagoon,
13 impoundment, ditch, landfill, storage container, motor
14 vehicle, rolling stock, or aircraft, or (B) any site or area
15 where a hazardous substance has been deposited, stored,
16 disposed of, or placed, or otherwise come to be located
17

18 19. "Hazardous waste," as used in this Complaint, shall have the
19 meaning set forth in RCRA §1004(5) and its implementing regulations:

20 a solid waste, or combination of solid wastes, which
21 because of its quantity, concentration, or physical,
22 chemical or infectious characteristics may –

23
24 (A) cause or significantly contribute to an increase
25 in mortality or an increase in serious irreversible, or
26 incapacitating reversible, illness; or

27
28 (B) pose a substantial present or potential hazard to

1 human health or the environment when improperly
2 treated, stored, transported, or disposed of, or otherwise
3 managed. (42 U.S.C. §6903(5).)

4 “‘Characteristic’ hazardous wastes are those wastes that
5 are ignitable, corrosive, reactive, or toxic, as those terms are defined in
6 40 C.F.R. §§261.21-261.24. See §§261.3(a)(2)(i) and 261.20(a).”
7 (*Castaic Lake Water Agency v. Whittaker Corp.*, *supra*, 272 F.Supp.2d
8 1053, 1059-1060.)

9 20. “Hazardous substance,” as used in this Complaint shall have the
10 meaning set forth in 42 U.S.C. §9601(14):

11 The term “hazardous substance” means (A) any substance
12 designated pursuant to section 1321(b)(2)(A) of Title 33,
13 (B) any element, compound, mixture, solution, or
14 substance designated pursuant to section 9602 of this title,
15 (C) any hazardous waste having the characteristics
16 identified under or listed pursuant to section 3001 of the
17 Solid Waste Disposal Act [42 U.S.C.A. §6921] (but not
18 including any waste the regulation of which under the
19 Solid Waste Disposal Act [42 U.S.C.A. §§6901, *et seq.*]
20 has been suspended by Act of Congress), (D) any toxic
21 pollutant listed under section 1317(a) of Title 33, (E) any
22 hazardous air pollutant listed under section 112 of the
23 Clean Air Act [42 U.S.C.A. §7412], and (F) any
24 imminently hazardous chemical substance or mixture with
25 respect to which the [EPA] has taken action pursuant to
26 section 2606 of Title 15.

1 21. “National Contingency Plan” (“NCP”), as used in this
2 Complaint, means the National Oil and Hazardous Substance Pollution
3 Contingency Plan as set forth at 40 CFR Part 300, which is the Congressionally-
4 mandated plan developed by the U.S. EPA that delineates the required procedures
5 for investigating, analyzing remedial alternatives, responding to and abating the
6 adverse affects of releases of hazardous substances into the environment.

7 22. “Release,” as used in this Complaint, shall have the meaning set
8 forth in CERCLA §101(22), 42 U.S.C. §9601(22):

9 any spilling, leaking, pumping, pouring, emitting,
10 emptying, discharging, injecting, escaping, leaching,
11 dumping or disposing into the environment (including the
12 abandonment or discarding of barrels, containers, and
13 other closed receptacles containing any hazardous
14 substance or pollutants or contaminant)

15 23. “Response costs,” as used in this Complaint, means the cost of
16 “removal” of and “remedial action” with respect to hazardous substances, as those
17 terms are defined in CERCLA §101(23) and (24), 42 U.S.C. §9601(23) and (24),
18 and all other costs necessary to respond to releases of hazardous substances, as
19 defined in CERCLA §101(25), 42 U.S.C. §9601(25), and all applicable law. Such
20 costs include, but are not limited to, costs incurred to investigate, monitor, assess
21 and evaluate the hazardous substances release, as well as costs of removal and
22 disposal of the hazardous substance. Such costs also include those incurred in
23 actions to remedy permanently the hazardous substance release, including, but not
24 limited to, (1) the storage, confinement, and cleanup of hazardous substances, and
25 (2) any other such action necessary to protect public health, welfare, and the
26 environment. Pursuant to this Court’s July 12, 2004 Order Granting In Part And
27 Denying In Part Defendants’ Motions To Dismiss And To Strike Improper
28 Allegations, “response and remediation costs under CERCLA” include, but are not

1 limited to, the following items of damages sought by Plaintiff: costs incurred in
2 investigation and monitoring of the nuisance and trespass conditions affecting
3 CITY's wells and water supply; costs of remediation and treatment of extracted
4 drinking water, including well-head treatment, and costs of replacement water
5 necessary to protect the health and safety of CITY's citizens and its water supply;
6 rate increases and other measures needed to mitigate impacts of the contamination
7 (including reduction of CITY's potable water supply); and costs of increased
8 maintenance and operation (for both contaminated and non-contaminated wells).
9 7/12/04 Order at pp. 12-13. The term "response costs" also means any costs and
10 attorneys' fees including, but not limited to, the attorneys' fees and costs associated
11 with investigating and locating the parties responsible for the investigation and
12 clean up of the environmental contamination alleged herein.

13 24. "Solid waste," as used in this Complaint, shall have the meaning
14 set forth in RCRA §1004(27), 42 U.S.C. §6903(27):

15 any garbage, refuse, sludge from a waste treatment plant,
16 water supply treatment plant, or air pollution control
17 facility and other discarded material, including solid,
18 liquid, semisolid, or contained gaseous material resulting
19 from industrial, commercial, mining, and agricultural
20 operations, and from community activities, but does not
21 include solid or dissolved material in domestic sewage

22

23 THE PARTIES AND THEIR RELEVANT OPERATIONS

24 25. Plaintiffs CITY OF RIALTO and RIALTO UTILITY
25 AUTHORITY ("RUA") (collectively "Plaintiff" or "CITY") are, respectively, (1) a
26 California municipal corporation, general law city, and a public water agency duly
27 organized and existing under the laws of the State of California, and (2) a Joint
28 Powers Authority duly organized and existing under the laws of the State of

1 California. By May 1, 2001, Lease and Management Agreements, CITY OF
2 RIALTO is the owner, lessor and operator of CITY's water system, the RUA has
3 appointed CITY OF RIALTO as its agent to carry out all aspects of the operation
4 and maintenance of the water system, and CITY OF RIALTO has assumed all
5 rights, liabilities, duties and responsibilities of the RUA regarding operation and
6 management of the system and administration and enforcement of all relevant
7 contracts and other agreements. Without limitation as to the nature and scope of
8 Plaintiff CITY's affected property rights and interests, CITY owns, leases and
9 operates certain real property and drinking water supply wells that draw from,
10 recharges and stores waters in, and has valuable adjudicated and unadjudicated
11 proprietary and other interests in the natural groundwater resources of one or more
12 contaminated aquifers, as discussed in more detail above, and these valuable
13 property rights and interests, inter alia, have been and/or are being destroyed,
14 damaged, injured and/or adversely affected by the contamination that is the subject
15 of this action.

16 26. Plaintiff CITY is informed and believes, and based thereon
17 alleges, that Defendant UNITED STATES DEPARTMENT OF DEFENSE,
18 formerly known as the War Assets Administration ("DOD"), is, and at relevant
19 times was, an Executive Branch agency of the United States Government, headed
20 by the Secretary of Defense, and encompassing as Military Departments within it
21 all branches of the United States Military Forces, including the U.S. Army, U.S.
22 Navy, U.S. Air Force, U.S. Marine Corps and U.S. Coast Guard. Plaintiff is
23 informed and believes, and based thereon alleges, that the DOD, including the War
24 Assets Administration, and/or its predecessor and constituent Military Departments,
25 owned and operated a facility or facilities in the RASP Area from approximately
26 1941 to 1946, including storage bunkers (later sold and/or leased to defense
27 contractors and/or manufacturers and others using, handling, processing, storing
28 and/or disposing of perchlorate and perchlorate-containing products, materials and

1 wastes), railroad spurs, chemical weapons, explosives, munitions, pyrotechnics,
2 propellants, hot waste, discarded materials, and ordnance shipping, testing, storage,
3 and/or handling, military and target range operations, powder and fuse magazines,
4 and burning and on-site disposal and destruction operations, which resulted in the
5 disposal, discharge and release of perchlorate-containing products, hazardous
6 substances and hazardous wastes into the environment. Plaintiff is informed and
7 believes, and based thereon alleges that during DOD's operations at the RASP Site
8 over 3.5 million tons of ammunition and explosives were shipped to and handled at
9 that site. Plaintiff is informed and believes, and based thereon alleges, that inter
10 alia, Defendant DOD destroyed and disposed of defective freight-damaged and/or
11 obsolete perchlorate-containing products at the RASP Site, and also disposed of
12 and/or arranged for disposal of perchlorate-containing and hazardous substances/
13 wastes at other facilities within the RASP Area, both during and after its occupancy
14 thereof, through, inter alia, supervision, direction, control and/or oversight of its
15 contractors and subcontractors resulting in releases and discharges of perchlorate
16 and hazardous substances/wastes into the environment as a result of these activities.
17 Plaintiff is informed and believes, and based thereon alleges, that Defendant DOD
18 further released and discharged perchlorate and hazardous substances and wastes
19 into the environment through releases into and from its then-on-site septic system,
20 open sludge bed, and from accidental releases including, but not limited to, releases
21 from fires occurring in the bunker storage area. Plaintiff is informed and believes,
22 and based thereon alleges, that the DOD's on site storage bunkers continued to exist
23 following its use and sale of the RASP Area. Plaintiff is informed and believes,
24 and based thereon alleges that, following various mesne leases and conveyances
25 involving various Defendants' ownership, occupation and use of such bunkers over
26 a period of approximately 50 years, during which period DOD may also have in
27 some capacity supervised and/or exercised control over some of said Defendants'
28

1 production processes and activities, the bunkers were ultimately acquired, razed and
2 used as fill dirt/material by Defendant COUNTY as set forth in more detail below.

3 27. Plaintiff is informed and believes, and based thereon alleges,
4 that WEST COAST LOADING CORPORATION (“WCLC”) at relevant times was
5 a California corporation, prior to its acquisition by and merger into KWIKSET
6 LOCKS, INC., KWIKSET CORPORATION, AMERICAN HARDWARE
7 CORPORATION, EMHART INDUSTRIES, INC., and BLACK & DECKER
8 (U.S.), INC. Plaintiff is informed and believes, and based thereon alleges, that
9 WCLC was a DOD contractor that owned and operated an approximately 160-acre
10 facility, and that also leased and operated separate facilities located within the
11 RASP Area, between approximately 1952 and 1957. Plaintiff is informed and
12 believes, and based thereon alleges, that WCLC’s operations at the site, for which
13 its corporate successors-in-interest are also liable, included the design, manufacture,
14 loading, assembly and testing of perchlorate-containing products, including
15 photoflash cartridges, detonators, simulators, fuses, illuminating mortar shells, and
16 Loki and HASP rockets, the preparation, handling, storage, drying, grating, and
17 processing of tons of raw perchlorate for these products and for off-site shipment to
18 other manufacturers, and the disposal and burning of perchlorate-containing wastes
19 and products and hazardous wastes and substances in, inter alia, unlined dirt
20 trenches, incinerators and a then-on-site drainage and septic system, and that these
21 activities, as well as numerous on-site “flashes,” fires, explosions and accidents
22 resulting in the incomplete combustion and disposal, discharge, release and
23 dispersal of perchlorate-containing product and hazardous substances and wastes,
24 resulted in releases of perchlorate into the soils and groundwater on, under and
25 around the said 160-acre site and facilities. Plaintiff is informed and believes, and
26 based thereon alleges, that defendant WCLC also arranged to have perchlorate-
27 contaminated and hazardous substances/wastes disposed of at the Mid-Valley
28

1 Sanitary Landfill and/or with other waste handlers and processors doing business at
2 and around the RASP Site at relevant times.

3 28. Plaintiff is informed and believes, and based thereon alleges,
4 that Defendant KWIKSET LOCKS, INC. (“KLI”) was at relevant times until its
5 dissolution a California corporation, and was the corporate successor, by, inter alia,
6 acquisition and assumption of liabilities and/or de facto merger in or about 1957-
7 1958, to, and responsible for all relevant liabilities of, defendant WCLC, as alleged
8 hereinabove. Plaintiff is informed and believes and based thereon alleges, that
9 Defendant KLI for a period of time held title to the property and also engaged in the
10 same activities at the 160-acre site as alleged hereinabove as to WCLC prior to its
11 sale of the site and plant following the merger with WCLC.

12 29. Plaintiff is informed and believes, and based thereon alleges,
13 that AMERICAN HARDWARE CORPORATION (“AHC”) is, and/or at relevant
14 times was, a Connecticut Corporation with its principal place of business in
15 Connecticut. Plaintiff is informed and believes, and based thereon alleges, that all
16 of the shares of KLI were purchased by AHC on or before July 3, 1957, and that
17 KLI became a wholly owned and controlled subsidiary of AHC. Plaintiff is
18 informed and believes, and based thereon alleges, that in or about June, 1958, KLI
19 distributed its assets and its outstanding debts and obligations to AHC. AHC
20 assumed all known and unknown liabilities of KLI, contingent or otherwise, on or
21 before the dissolution of KLI by the Board of Directors of AHC in or about July
22 1958. Plaintiff is informed and believes, and based thereon alleges, that AHC is
23 and/or was the corporate successor, by, inter alia, acquisition and assumption of all
24 liabilities, including contingent unknown liabilities of KLI, merger and/or de facto
25 merger, to, and responsible for all relevant liabilities of, WCLC and KLI, all as
26 alleged above. As the Court has ruled, AHC subsequently changed its name to
27 Emhart Corporation, and then to EMHART INDUSTRIES, INC., which is a
28 defendant in this action and is responsible for the liabilities of AHC.

1 30. Plaintiff is informed and believes, and based thereon alleges,
2 that Defendant EMHART INDUSTRIES, INC. (“EMHART”) is and/or at relevant
3 times was a Connecticut corporation, formerly known as AHC prior to about mid-
4 1964, and as Emhart Corporation from approximately 1964-1976. Plaintiff is
5 informed and believes, and based thereon alleges, that EMHART is the corporate
6 successor, by, inter alia, acquisition and assumption of liabilities including
7 contingent unknown liabilities of KLI and WCLC, and/or de facto merger, to, and
8 responsible for all relevant liabilities of, WCLC, KLI and AHC, as alleged above.

9 31. Plaintiff is informed and believes, and based thereon alleges,
10 that Defendant BLACK & DECKER (U.S.), INC. is a Maryland corporation, the
11 parent company of Defendant EMHART, and has assumed and/or will assume and
12 become responsible for all relevant liabilities of Defendant EMHART, and thus all
13 relevant liabilities of Defendants KLI, and KWIKSET CORPORATION, and of
14 AHC and WCLC, by dissolution and assumption of the liabilities of Defendant
15 EMHART pursuant to applicable law.

16 32. Plaintiff is informed and believes, and based thereon alleges,
17 that Defendant KWIKSET CORPORATION was, at relevant times until its merger
18 with Defendant BLACK & DECKER (U.S.), INC. and/or its predecessor in
19 interest, a California Corporation, and is, and has since 2001 been, a Delaware
20 Corporation. Plaintiff is informed and believes, and based thereon alleges, that
21 Defendant KWIKSET CORPORATION was the corporate successor, by, inter alia,
22 acquisition and assumption of liability and/or de facto merger in or about 1985, to,
23 and responsible for all relevant liability of, Defendant EMHART, and of AHC,
24 Defendant KLI, and WCLC.

25 33. Plaintiff is informed and believes, and based thereon alleges,
26 that Defendant BLACK & DECKER CORPORATION (“BDC”) is a Maryland
27 corporation which, at all relevant times, held the authority to control the insurance
28 policies and assets of all of its predecessors, past and present subsidiaries and past

1 and present successors to subsidiaries, including, but not limited to, EMHART,
2 AHC, KLI and WCLC. Plaintiff is further informed and believes, and based
3 thereon alleges that Defendant BDC owns and asserts control over Defendant
4 KWIKSET CORPORATION, a solely owned corporate entity of BDC. Plaintiff is
5 further informed and believes, and based thereon alleges, that BDC caused the sale
6 of a production facility in Anaheim, California, owned and operated by Kwikset
7 Locks, Inc., and then by Defendant AHC in or about 2001. Plaintiff is further
8 informed and believes, and based thereon believes, that BDC has assumed and/or
9 will assume and become responsible for all relevant liabilities of Defendant
10 EMHART, and thus all relevant liabilities of Defendants KLI, and KWIKSET
11 CORPORATION, and of AHC and WCLC, by dissolution and assumption of the
12 liabilities of Defendant EMHART pursuant to applicable law.

13 34. Plaintiff is informed and believes, and based thereon alleges,
14 that on or about February 28, 2002, under Defendant EMHART'S Plan of
15 Reorganization, Defendant BLACK & DECKER, INC. ("BDI") a Maryland
16 Corporation, became EMHART'S sole shareholder, and the holder of all assets of
17 Defendant EMHART, including, but not limited to, all of EMHART'S interests,
18 shares and equity notes. Plaintiff is further informed and believes, and based
19 thereon alleges, that BDI was and is the corporate successor and responsible for all
20 relevant liability of, Defendants EMHART, and of AHC, KWIKSET
21 CORPORATION, KLI, and WCLC.

22 35. Plaintiff is informed and believes, and based thereon alleges,
23 that Defendant GOODRICH CORPORATION, doing business in California as
24 THE NEW YORK GOODRICH CORPORATION ("GOODRICH") is, and at
25 relevant times was, a New York Corporation with its principal place of business in
26 North Carolina. Plaintiff is informed and believes, and based thereon alleges, that
27 GOODRICH was a DOD contractor that owned and operated an approximately
28 160-acre facility – the same facility previously owned, operated and contaminated

1 by WCLC – and that GOODRICH also owned and/or leased and operated separate
2 facilities located within the RASP Area, between approximately 1957 and
3 approximately 1966. Plaintiff is informed and believes, and based thereon alleges,
4 that GOODRICH’s operations at its facilities within the RASP Area included
5 experimentation with and the formulation of perchlorate-based propellants, and the
6 design, manufacture, loading, assembly and testing of perchlorate-containing
7 products, including, but not limited to, test rockets, sounding rockets, Sidewinder
8 missiles and/or rockets, Loki rockets, Loki II rockets, HASP rockets, ASP rockets
9 and WASP rockets. Plaintiff is informed and believes, and based thereon alleges,
10 that GOODRICH’s operations involved the preparation, handling, storage,
11 weighing, mixing, drying, grating and processing of tons of raw perchlorate for the
12 propellants and products it designed, manufactured and tested at its facilities, and
13 the disposal and burning of perchlorate-containing wastes and products and
14 hazardous substances/wastes in and/or on, inter alia, the bare ground, unlined dirt
15 trenches, incinerators and a then-on-site drainage and septic system. Plaintiff is
16 informed and believes, and based thereon alleges, that these activities, as well as on
17 site rocket testing, “flashes,” fires, explosions and accidents which resulted in the
18 incomplete combustion and disposal, discharge, release and dispersal of
19 perchlorate-containing products and hazardous substances and wastes, resulted in
20 releases of the same into the environment, including the soils and groundwater in,
21 on, under and around the GOODRICH facilities. Plaintiff is informed and believes,
22 and based thereon alleges, that defendant GOODRICH also arranged to have
23 perchlorate-contaminated and hazardous substances/wastes disposed of at the Mid-
24 Valley Sanitary Landfill and/or with other waste handlers and processors doing
25 business at and around the RASP Site at relevant times.

26 36. Plaintiff is informed and believes, and based thereon alleges,
27 that Defendant PYROTRONICS CORPORATION (“PYROTRONICS”) was at
28 relevant times a California corporation, and that it filed Chapter 11 bankruptcy

1 proceedings in 1989, selling its RASP Area real property primarily to Ken
2 Thompson, RDF Holding Company, and Defendants WONG CHUNG MING aka
3 CHUNG MING WONG and/or TUNG CHUN COMPANY. Plaintiff is informed
4 and believes, and based thereon alleges that RDF Holding Company purchased
5 PYROTRONICS' trade fixtures and inventory and subsequently sold them to
6 Pyrodyne American Corporation, which later became American West Marketing
7 and then Defendant AMERICAN PROMOTIONAL EVENTS, INC. – WEST
8 (“APE”). Plaintiff is informed and believes, and based thereon alleges, that
9 PYROTRONICS owned and operated the 160-acre parcel in the RASP Site from
10 approximately 1968 through 1989, during which time it also subdivided the
11 property. Plaintiff is informed and believes, and based thereon alleges, that
12 PYROTRONICS, also known at relevant times as Red Devil Fireworks Company,
13 Clipper Pyrotechnics, Inc., Atlas Display Company, Apollo Manufacturing
14 Company, United Fireworks Manufacturing, California Fireworks Display
15 Company, and as Fireworks Display Co., operated a 75-building manufacturing
16 facility on the 160 acres from approximately 1968 through 1970, at which it
17 manufactured fireworks and flares containing perchlorate; that there were at least
18 three major explosions at the “United Fireworks Manufacturing” plant in 1968-
19 1970, one of which resulted in total destruction of the “press room” and one of
20 which resulted in three fatalities and the total destruction of 20 buildings; that
21 further fires and explosions at the PYROTRONICS facilities on the 160-acre RASP
22 Site parcel occurred between 1970 and 1989; that PYROTRONICS aka United
23 Fireworks Manufacturing reported using substantial quantities of potassium
24 perchlorate in its manufacturing process to COUNTY’s Department of
25 Environmental Health; and that PYROTRONICS aka United Fireworks
26 Manufacturing was licensed to keep 320,000 pounds of chemicals on its site at any
27 one time. Plaintiff is informed and believes, and based thereon alleges, that
28 Defendant PYROTRONICS, which was the self-proclaimed “pyrotechnist to

1 Disneyland” beginning in approximately 1968, required its employees working
2 with perchlorate to wear protective cotton outer garments which were turned in to
3 the plant laundry after each shift; washed each press room down with water after
4 each shift and disposed of the residue in a sump; swept press and mixing rooms
5 with a dry brush and “seeping compound” and burned resulting residue in an open
6 pit; and operated an earthen waste pond on the north half of the 160-acre property,
7 into which it disposed of its own waste pyrotechnic materials as well as hazardous
8 waste from the operations of Defendants PYRO SPECTACULARS, INC. and
9 ASTRO PYROTECHNICS, and from which 3.5 million pounds of contaminated
10 soils were ultimately removed. Additionally, Plaintiff is informed and believes, and
11 based thereon alleges, that Defendant PYROTRONICS leased portions of the 160-
12 acre property to Defendant PYRO SPECTACULARS and/or Defendant ASTRO
13 PYROTECHNICS; and that Defendant WONG CHUNG MING currently leases
14 the northern half of the 160-acre property to Defendants APE and PYRO
15 SPECTACULARS, who operate in some of the original WEST COAST
16 LOADING CORPORATION buildings (including the Red, White, Blue and Green
17 Warehouses and Warehouse No. 51) that Defendant PYROTRONICS converted to
18 fireworks manufacturing use. Plaintiff is informed and believes, and based thereon
19 alleges, that Defendant PYROTRONICS’ acts and omissions resulted in releases
20 and discharges of perchlorate and hazardous substances/wastes to the soils and
21 underlying groundwater at and from its RASP Site facilities.

22 37. Plaintiff is informed and believes, and based thereon alleges,
23 that Defendant COUNTY OF SAN BERNARDINO (“COUNTY”) is a
24 governmental body that is a political and legal subdivision of the State of
25 California, subject to compliance with all applicable, federal, state and local laws.
26 Plaintiff is informed and believes, and based thereon alleges, that COUNTY is, and
27 has continuously since approximately 1958 been the owner and operator of a public
28 solid waste disposal facility within the RASP Area known as the Mid-Valley

1 Sanitary Landfill, which actively accepted (for disposal in unlined earthen areas)
2 perchlorate-containing and other hazardous substances/wastes from others,
3 including defendants herein, from approximately 1958 to the present. Plaintiff is
4 informed and believes, and based thereon alleges, that COUNTY acquired certain
5 property, consisting of approximately 96 acres within the RASP Area, in or about
6 1993 for an expansion of the Mid-Valley Sanitary Landfill from defendants
7 EDWARD STOUT, ELIZABETH RODRIQUEZ, JOHN CALLAGY, AS
8 TRUSTEE OF THE FREDERIKSEN CHILDREN'S TRUST UNDER TRUST
9 AGREEMENT DATED FEBRUARY 20, 1985, LINDA FREDERIKSEN, LINDA
10 FREDERIKSEN, AS TRUSTEE OF THE WALTER M. POINTON TRUST
11 DATED 11/19/91, LINDA FREDERIKSEN, AS TRUSTEE OF THE MICHELLE
12 ANN POINTON TRUST UNDER TRUST AGREEMENT DATED FEBRUARY
13 15, 1985, JOHN CALLAGY, MARY MITCHELL, JEANINE ELZIE and
14 STEPHEN CALLAGY (collectively known and referred to at times herein as the
15 "Schulz Trust Defendants"). The CITY is further informed and believes and based
16 thereon alleges, that the option and purchase and sale agreements between the
17 COUNTY and the Schulz Trust Defendants for the purchase and sale of this
18 property discussed the possibility of its contamination with hazardous or toxic
19 substances, materials or waste and require the COUNTY to indemnify the Schulz
20 Trust Defendants in the event of lawsuits relating to the same. Plaintiff is informed
21 and believes, and based thereon alleges, that COUNTY in or about 1999 further
22 expanded its Mid-Valley Sanitary Landfill by demolishing and razing former DOD
23 military bunkers within the RASP Area and importing and using perchlorate-
24 contaminated soils and fill materials from those bunkers to construct expanded
25 landfill areas, from which perchlorate leached into subsurface soils and
26 groundwater. Plaintiff is informed and believes, and based thereon alleges, that
27 COUNTY owns other property adjacent to or near the Mid-Valley Sanitary Landfill
28 upon which rocket propellant and explosives manufacturers, fireworks

1 manufacturers, hazardous waste disposal facility operators, and defense contractors
2 who handled perchlorate and caused hazardous substances/wastes to be released
3 into the environment formerly operated, and that gravel washing operations
4 conducted by Defendant ROBERTSON'S READY MIX, INC., and/or others, and
5 arranged by Defendant COUNTY on COUNTY's adjacent property, have further
6 caused and contributed to releases of perchlorate into the environment at the RASP
7 Site.

8 38. Plaintiff is informed and believes, and based thereon alleges,
9 that Defendant ROBERTSON'S READY MIX, INC. ("RRM") is a California
10 corporation, and is currently, and since approximately 1998 has been, actively
11 engaged in the mining and removal of aggregate soil and mining overburden from
12 the RASP Area to depths of up to approximately 200 feet, and that the aforesaid
13 removed aggregate, soil and mining overburden are already contaminated with
14 perchlorate and hazardous substances/wastes from the past activities of others,
15 including Defendants herein, at the RASP Site. Plaintiff is informed and believes,
16 and based thereon alleges, that at relevant times during its operations in the RASP
17 Area Defendant RRM hauled the contaminated materials to a stockpile area facility
18 located in the RASP Site, and washed them with large quantities of water in unlined
19 wash ponds in the location of and/or constructed with materials from the former
20 DOD bunker area as part of a process used to produce specification grade concrete
21 and asphalt aggregate and sands for road base materials. Plaintiff is informed and
22 believes, and based thereon alleges, that, during defendant RRM's on-site water
23 wash process, perchlorate and hazardous substances/wastes already present in the
24 contaminated aggregate soils and materials from in and around the former bunker
25 area dissolved in and contaminated the wash water, which was then released into
26 and/or percolated through the soils and thereafter through downward percolation
27 into the underlying groundwater in the contaminated aquifer/s. Plaintiff is informed
28 and believes, and based thereon alleges, that RRM used large quantities of water –

1 up to 460-acre feet of water per year – and that RRM was required by agreement to
2 percolate the contaminated wash water back into the underlying aquifer/s, and that
3 RRM from approximately 1998 to July 2003 did not export the used and
4 contaminated wash water off site for other use or treatment to remove perchlorate.
5 Plaintiff is informed and believes, and based thereon alleges, that the areas
6 underlying and affected by RRM’s washing operations which overlay the
7 contaminated aquifer/s, consist of porous alluvial material through which the
8 perchlorate-contaminated wash water released into the environment rapidly
9 percolated and moved. Plaintiff is informed and believes, and based thereon
10 alleges, that perchlorate and hazardous substances/wastes also are, and have been,
11 released into the environment by other aspects of RRM’s mining and processing
12 operations, including, but not limited to, removing the contaminated aggregate
13 materials from the ground, transporting them around the site, and storing them in
14 the stockpile areas, and that in 2001, groundwater samples from Well F-6 on the
15 RRM Site in the RASP Area went from “non-detect” to a level of 1000 ppb of
16 perchlorate.

17 39. Plaintiff is informed and believes, and based thereon alleges,
18 that Defendant BROCO ENVIRONMENTAL, INC. (“BROCO”) is a suspended
19 California corporation that owned and/or operated and/or leased several facilities in
20 the RASP Area, where it engaged in the manufacture of perchlorate-containing
21 products, and the acceptance, treatment, handling, storage, testing and disposal of
22 hazardous wastes and substances containing, inter alia, perchlorate, from
23 approximately 1966 through 2002. Plaintiff is informed and believes, and based
24 thereon alleges, that, inter alia, Defendant BROCO also stored perchlorate-
25 containing hazardous wastes at its facilities; accepted shipments of perchlorate-
26 containing hazardous wastes from generators (including defendant DOD, rocket,
27 fireworks and explosives manufacturers and defense contractors) and other parties
28 for storage, treatment and disposal; stored perchlorate-containing hazardous wastes

1 at its facilities in open containers and cardboard boxes (thus exposing them directly
2 to the elements and causing their release into the soil and groundwater); and
3 disposed of perchlorate-containing wastes in open burn pits, by detonation, and by
4 mixing them with other hazardous wastes and releasing them onto the soil and into
5 the groundwater in the RASP Area and elsewhere. Plaintiff is informed and
6 believes, and based thereon alleges, that BROCO also arranged for perchlorate-
7 contaminated and hazardous wastes, cleaning products and other items associated
8 with operation of its facilities to be disposed of at COUNTY's nearby Mid-Valley
9 Sanitary Landfill site in the RASP Area. Plaintiff is informed and believes, and
10 based thereon alleges, that BROCO also caused releases of perchlorate and
11 hazardous substances/wastes into the soils and groundwater during the same time
12 period through its then-on-site septic system.

13 40. Plaintiff is informed and believes, and based thereon alleges,
14 that Defendant DENOVA ENVIRONMENTAL, INC. ("DENOVA," previously
15 named herein as "DENOVA ENVIRONMENTAL") is and/or at relevant times was
16 a California corporation and a corporate successor-in-interest to Defendant
17 BROCO, and also engaged in the same actions and omissions in the same time
18 frame alleged hereinabove as to BROCO.

19 41. Plaintiff is informed and believes, and based thereon alleges,
20 that Defendant ENVIRONMENTAL ENTERPRISES, INC., is an Ohio corporation
21 currently doing business in California, is a corporate successor to Defendants
22 BROCO and DENOVA, engaged in the same actions and omissions in the same
23 time frame alleged hereinabove as to BROCO, and is also responsible for the
24 relevant liabilities of BROCO and DENOVA.

25 42. Plaintiff is informed and believes, and based thereon alleges,
26 that Defendant AMERICAN PROMOTIONAL EVENTS, INC. – WEST dba TNT
27 FIREWORKS ("APE"), is an Alabama corporation and that it and/or its corporate
28 predecessors and affiliates for whose liabilities it is responsible, including, but not

1 limited to American West Marketing, Inc., leased, controlled and/or occupied a
2 facility and/or parcel of real property located at 3196 North Locust Street and/or
3 2298 W. Stonehurst Street in Rialto, which is part of the RASP Area, from
4 approximately 1989 through the present. Plaintiff is informed and believes, and
5 based thereon alleges, that Defendant APE is, and has since 1989 been, an importer,
6 wholesaler and distributor of fireworks products that contain perchlorate; that since
7 1989 APE has handled, used and stored perchlorate-containing products at its
8 RASP Area facility; that APE has performed on-site testing of various fireworks
9 products containing perchlorate; and that APE has accepted return shipments of
10 unpackaged, defective and unused perchlorate-containing fireworks from customers
11 at its RASP Area facility. Plaintiff is informed and believes, and based thereon
12 alleges, that an historic unlined waste disposal pit is located at the site of APE's
13 RASP Area facility, that the soils in and surrounding this pit have been
14 contaminated with hazardous substances/wastes including, inter alia, perchlorate,
15 and that APE and/or its predecessors and/or others have used, and continue to use,
16 the unlined pit to dispose of scrap materials, defective and/or unsafe products,
17 returned products and other perchlorate-containing and hazardous wastes generated
18 by its/their operations, including, but not limited to, its/their fireworks testing and
19 return receipt operations. Plaintiff is informed and believes, and based thereon
20 alleges, that a former burn pit area controlled by APE and/or its predecessors or
21 others, and located on or adjacent to APE's RASP Area facility, has recently been
22 tested for perchlorate by APE's environmental consultants under order of the Santa
23 Ana RWQCB, and that said investigation has revealed substantial perchlorate
24 contamination (up to 2,900 ppb) in those soils. Plaintiff is informed and believes,
25 and based thereon alleges, that APE and/or its corporate predecessors and affiliates
26 regularly burned hundreds of pounds of pyrotechnic wastes at the RASP Site, and
27 perchlorate-containing and hazardous substances/wastes were also released into the
28 environment through APE's on-site septic system from 1989 through the present.

1 Plaintiff is informed and believes, and based thereon alleges, that Defendant APE
2 also arranged to have its perchlorate-contaminated wastes disposed of at the Mid-
3 Valley Sanitary Landfill and/or with other waste handlers and processors doing
4 business on the RASP Site during the period from 1989 to the present.

5 43. Plaintiff is informed and believes, and based thereon alleges,
6 that Defendant PYRO SPECTACULARS, INC. (“PYRO”) is a California
7 corporation that has at relevant times, from approximately 1969 through the
8 present, owned, leased and/or operated facilities located at 3196 North Locust
9 Avenue and/or 2298 West Stonehurst in Rialto, which are 25-acre and 5-acre sites,
10 respectively, located in the RASP Area. Plaintiff is informed and believes, and
11 based thereon alleges, that Defendant PYRO, and related corporate entities and
12 affiliates (including, but not limited to, Defendants TROJAN FIREWORKS,
13 ASTRO PYROTECHNICS, and CALIFORNIA FIREWORKS, INC.) owned
14 and/or operated facilities at the aforesaid locations at which raw perchlorate and/or
15 products containing perchlorate were received, handled, stored, assembled,
16 manufactured, burned, disposed of, and tested, some of which activities occurred in
17 partnership with the former California Fireworks Display Company. Plaintiff is
18 informed and believes, and based thereon alleges that PYRO’s said properties
19 experienced a massive explosion and fire in 1987 which involved hazardous
20 substances/wastes, including “hot” perchlorate-containing waste, inter alia, stored
21 on site and that PYRO and/or its corporate predecessors and affiliates regularly
22 burned hundreds of pounds of pyrotechnic wastes at the RASP Site, resulting in
23 incomplete combustion, dispersal, releases and discharges of perchlorate and
24 hazardous substances/wastes into the environment. Plaintiff is informed and
25 believes, and based thereon alleges, that Defendant PYRO currently uses the
26 aforesaid properties for the handling of raw perchlorate and the manufacturing,
27 assembly and storage of large-scale fireworks. Plaintiff is informed and believes,
28 and based thereon alleges, that Defendant PYRO disposed of defective and obsolete

1 perchlorate-containing products in an unlined disposal pit at the RASP Site
2 facilities; collected and stored perchlorate-contaminated and hazardous wastes,
3 including wash water, accumulated liquids and sludge wastes generated during the
4 fireworks manufacturing process, on concrete pads located outside of and adjacent
5 to the work buildings, which pads overflowed and/or leaked and continue to
6 overflow and/or leak onto the ground; since the mid-1970s stored perchlorate-
7 containing products in cardboard boxes and paper and plastic drums (thus exposing
8 them directly to the elements and causing their release into the soil and
9 groundwater); and accepted and accepts return shipments of unpackaged, defective
10 and unused perchlorate-containing fireworks from its customers at its facilities.
11 Plaintiff is informed and believes, and based thereon alleges, that Defendant PYRO
12 also used and uses an unlined waste disposal pit at its 3196 North Locust Street
13 facility (which it has occupied and operated under lease with Defendant WONG
14 CHUNG MING) to dispose of scrap materials, defective and/or unsafe products,
15 returned products and other hazardous substances/wastes, including wastes
16 containing perchlorate generated by PYRO's operations. Plaintiff is informed and
17 believes, and based thereon alleges, that PYRO's on-site septic system also released
18 perchlorate-contaminated and hazardous wastes into the environment from 1969
19 through the present, and that PYRO also arranged during that time period for its
20 perchlorate-contaminated and hazardous wastes to be disposed of at COUNTY's
21 Mid-Valley Sanitary Landfill and/or with other waste handlers and processors
22 doing business on the RASP Site in this time period. Plaintiff is informed and
23 believes, and based thereon alleges, that recent investigations conducted by
24 PYRO's consultants under order of the Santa Ana RWQCB have revealed high
25 concentrations (up to approximately 32,000 ppb) of perchlorate in the soils beneath
26 the concrete pads at PYRO's RASP Area facilities.

27 44. Plaintiff is informed and believes, and based thereon alleges,
28 that Defendant TROJAN FIREWORKS is a dissolved California corporation and at

1 relevant times was a California corporation and a corporate predecessor, successor
2 and/or affiliate of Defendant PYRO, and engaged in the same actions and omissions
3 in the same time frame alleged hereinabove as to PYRO.

4 45. Plaintiff is informed and believes, and based thereon alleges,
5 that Defendant ASTRO PYROTECHNICS (“ASTRO”) was at relevant times a
6 California corporation and a corporate predecessor, successor and/or affiliate of
7 Defendant PYRO, and engaged in the same actions and omissions in the same time
8 frame alleged hereinabove as to PYRO. Plaintiff is informed and believes, and
9 based thereon alleges, that on or about June 2, 2004, a fire occurred at Defendant
10 ASTRO’s commercial RASP Area facility at 2298 West Stonehurst Drive, which
11 released and discharged hazardous substances/wastes, including perchlorate, into
12 the environment and soils surrounding the burned building.

13 46. Plaintiff is informed and believes, and based thereon alleges,
14 that Defendant ZAMBELLI FIREWORKS MANUFACTURING CO., aka
15 Zambelli Fireworks Internationale and Zambelli Fireworks Manufacturing Co.,
16 Inc., is and at relevant times was a Pennsylvania corporation, and that it and/or its
17 corporate predecessors for whose actions and liabilities it is responsible
18 (“ZAMBELLI”), leased, rented, controlled and/or occupied a munitions storage
19 bunker and fireworks manufacturing plant on property located at 2170 West
20 Stonehurst Drive in Rialto, which is within the RASP Area, from approximately
21 1982 (or earlier) through 1991. Plaintiff is informed and believes, and based
22 thereon alleges, that during its period of occupation and use of the property,
23 Defendant ZAMBELLI manufactured, distributed, stored and sold wholesale on
24 and from that site fireworks products containing perchlorate. Plaintiff is informed
25 and believes, and based thereon alleges, that as part of ZAMBELLI’s on-site
26 manufacturing activities, it handled raw perchlorate salts, tested fireworks, and
27 accepted (as it was required to do under federal law) return shipments of defective,
28 unpackaged and unused perchlorate-containing fireworks products from its

1 customers. Plaintiff is informed and believes, and based thereon alleges, that
2 Defendant ZAMBELLI released perchlorate and hazardous substances/wastes into
3 the environment through its manufacturing, maintenance, and other activities on the
4 site, as well as through its then-on-site septic system, between approximately 1982
5 and 1991, and that it also arranged to have its perchlorate-contaminated and
6 hazardous wastes disposed of at Defendant COUNTY's Mid-Valley Sanitary
7 Landfill and/or with other waste handlers and processors doing business on the
8 RASP Site during this time period.

9 47. Plaintiff is informed and believes, and based thereon alleges,
10 that Defendant RAYTHEON COMPANY is and at relevant times was a Delaware
11 corporation and that it, and its corporate predecessors-in-interest, for whose
12 liabilities it is responsible (collectively, "RAYTHEON"), leased from Defendant
13 BROCO, certain property located at 2824 North Locust Street, within the RASP
14 Area, from approximately 1984 through 1994, and purchased Hughes Missile
15 Systems in 1998. Plaintiff is informed and believes, and based thereon alleges, that
16 between 1984 and 1994, Defendant RAYTHEON (and/or its corporate
17 predecessors, for whose acts and omissions RAYTHEON is also subject to liability)
18 handled, stored and arranged for the disposal of perchlorate-containing products,
19 including, but not limited to, squibs, detonators, toy rocket motors, ammunition,
20 cartridges, chords, fuses, initiators, actuators and propellants, and accepted
21 shipment of returned defective and/or obsolete products at the 2824 North Locust
22 Street facility. Plaintiff is informed and believes, and based thereon alleges, that
23 Defendant RAYTHEON arranged for some or all of these perchlorate-containing
24 products to be disposed of at Defendant BROCO's RASP Area site and/or
25 Defendant COUNTY's Mid-Valley Sanitary Landfill, where perchlorate was
26 released from them into the environment. Plaintiff is informed and believes, and
27 based thereon alleges, that on one or more occasions between 1984 and 1994, as a
28 result of RAYTHEON's above-described activities at its facility, and including

1 releases from its on-site septic system, Defendant RAYTHEON released hazardous
2 substances/wastes, including perchlorate, into the environment within the RASP
3 Site.

4 48. Plaintiff is informed and believes, and based thereon alleges,
5 that Defendant GENERAL DYNAMICS CORPORATION is and at relevant times
6 was a Delaware corporation, and is a corporate predecessor of Defendant
7 RAYTHEON, and engaged in the same actions and omissions in the same time
8 frame alleged hereinabove as to RAYTHEON. Plaintiff is informed and believes,
9 and based thereon alleges, that in or about 1992, GENERAL DYNAMICS
10 CORPORATION sold its General Dynamics Air Systems Division to Defendant
11 RAYTHEON, which continued to operate that division until 1994.

12 49. Plaintiff is informed and believes, and based thereon alleges,
13 that Defendant HUGHES AIRCRAFT COMPANY is and at relevant times was a
14 Delaware corporation, and is a corporate predecessor of Defendant RAYTHEON,
15 and engaged in the same actions and omissions in the same time frame alleged
16 hereinabove as to RAYTHEON. Plaintiff is informed and believes, and based
17 thereon alleges, that in approximately 1992, Defendant HUGHES AIRCRAFT
18 COMPANY sold its Hughes Missile Systems division to Defendant RAYTHEON,
19 which continued to operate that division until 1994.

20 50. Plaintiff is informed and believes, and based thereon alleges,
21 that Defendant TUNG CHUN COMPANY is and at relevant times was a business
22 entity of unknown form, and has since 1988 been owner and lessor of a facility
23 located at 3196 North Locust Avenue (APNs 0239-192-16 and 0239-192-18) in
24 Rialto, within the RASP Site. Plaintiff is informed and believes, and based thereon
25 alleges, that prior to its acquisition by the TUNG CHUN COMPANY and/or
26 Defendant WONG CHUNG MING aka CHUNG MING WONG (“MING”), the
27 aforesaid property was part of a larger property and facility owned and operated by
28 Defendant PYROTRONICS CORPORATION, a wholesale and retail fireworks

1 manufacturer that handled, stored, tested, burned and disposed of defective and
2 obsolete products, as well as waste from its manufacturing process there between
3 approximately 1969 and 1987, and that these activities resulted in releases of
4 hazardous substances/wastes, including perchlorate, to the environment at the
5 RASP Site. Plaintiff is informed and believes, and based thereon alleges, that
6 PYROTRONICS CORPORATION used up to 25,000 pounds of potassium
7 perchlorate per month during its 18-year tenure as a fireworks manufacturer at the
8 RASP Site property transferred to Defendants TUNG CHUN COMPANY and/or
9 MING, and disposed of perchlorate-containing and hazardous wastes, and defective
10 and unused products in unlined disposal pits and ponds, in its on-site septic system,
11 and by burning them. Plaintiff is informed and believes, and based thereon alleges,
12 that accidental fires and explosions at PYROTRONICS also resulted in the release
13 of hazardous substances/wastes, including perchlorate, to the environment at the
14 RASP Site. Plaintiff is informed and believes, and based thereon alleges, that at
15 various times between 1988 and the present, Defendant TUNG CHUN COMPANY
16 leased, and continues to lease, the 3196 North Locust Avenue property and
17 facilities to Pyrodyne American Corporation, American West Marketing, Inc.,
18 Defendant APE, Defendant PYRO, and/or their predecessors/affiliates, and/or other
19 fireworks and pyrotechnics businesses. Plaintiff is informed and believes, and
20 based thereon alleges, that TUNG CHUN COMPANY's lessees included fireworks
21 and pyrotechnics manufacturers and wholesalers who handled, stored,
22 manufactured, burned, tested and disposed of defective and obsolete products
23 containing perchlorate at the 3196 North Locust Avenue property between 1988
24 and the present, resulting in releases of hazardous substances/wastes, including
25 perchlorate, into the environment at the RASP Site. Plaintiff is informed and
26 believes, and based thereon alleges, that such lessees accepted and accept return
27 shipments of unpackaged, defective, and unused perchlorate-containing fireworks
28 from their customers, and disposed and dispose of perchlorate-containing products,

1 hazardous wastes and materials into an unlined disposal pit on the 3196 North
2 Locust Avenue property; they also collected and stored perchlorate-contaminated
3 and hazardous wastes on outdoor concrete pads, which would leak and overflow
4 during storm events and at other times, releasing hazardous substances/wastes,
5 including perchlorate, into adjacent soils; and they also released perchlorate into the
6 environment through the on-site septic system from 1988 through the present.

7 51. Plaintiff is informed and believes, and based thereon alleges,
8 that Defendant WONG CHUNG MING aka CHUNG MING WONG (“MING”) is
9 an individual residing in Hong Kong, but owning real property and doing business
10 in the State of California. Since 1988, Defendant MING has been an owner and
11 lessor of the facility located at 3196 North Locust Avenue (including APNs 0239-
12 192-16 and 0239-192-18) in Rialto, within the RASP Site, in the same manner as,
13 and is responsible as an owner of that facility for the same acts and omissions
14 hereinabove alleged as to, Defendant TUNG CHUN COMPANY.

15 52. Plaintiff is informed and believes, and based thereon alleges,
16 that Defendant WHITTAKER CORPORATION is a Delaware corporation, and
17 that it (and its corporate predecessors in interest, Defendants AMEX PRODUCTS,
18 INC., TASKER INDUSTRIES and DELTA T., INC.) (collectively,
19 “WHITTAKER”) owned properties and facilities located at 2298 West Stonehurst
20 Drive and on Alder Street in Rialto within the RASP Area, from approximately
21 1964 through 1974, and operated the facilities on these properties at which
22 perchlorate-containing military and commercial pyrotechnic and explosive devices
23 were designed, tested, fabricated and stored. Plaintiff is informed and believes, and
24 based thereon alleges, that Defendant WHITTAKER manufactured, designed,
25 tested, handled, stored and arranged for disposal of numerous products containing
26 perchlorate, including, but not limited to, a variety of flares and explosive signaling
27 devices, reflectors, mortars, launchers, rocket heads, rockets, squibs, detonators,
28 chords, fuses, initiators, actuators and propellants, at its RASP Area properties

1 during the 1964 to 1974 time period. Plaintiff is informed and believes, and based
2 thereon alleges, that WHITTAKER's on-site facilities included a chemical
3 laboratory and powder-mixing building at which it processed and mixed chemicals,
4 including perchlorate, for use in its products; and that WHITTAKER also dried
5 perchlorate for use in its products, assembled explosive devices containing
6 perchlorate, and tested explosives and rockets at a 15-acre test range (northwest of
7 the AMEX plant on Alder Street) that included a permanent test stand. Plaintiff is
8 informed and believes, and based thereon alleges, that Defendant WHITTAKER
9 accepted shipments of returned defective and/or obsolete products, and arranged for
10 disposal of some or all of these perchlorate-contaminated products, and of
11 operational wastes containing perchlorate and hazardous substances/wastes, at
12 Defendant BROCO's site and/or Defendant COUNTY's Mid-Valley Sanitary
13 Landfill where perchlorate from them was released into the environment. Plaintiff
14 is informed and believes, and based thereon alleges, that Defendant WHITTAKER
15 regularly burned its perchlorate-containing and hazardous wastes causing
16 perchlorate and hazardous substances/wastes to be released into the environment,
17 and that fires and explosions at WHITTAKER's facilities caused further releases of
18 perchlorate and hazardous substances/wastes into the environment at the RASP
19 Site. Plaintiff is informed and believes, and based thereon alleges, that perchlorate-
20 contaminated and hazardous wastes were also released into the environment
21 through WHITTAKER's on-site septic system during its 1964 through 1974
22 operations.

23 53. Plaintiff is informed and believes, and based thereon alleges,
24 that Defendant AMEX PRODUCTS, INC., formerly known as American
25 Explosives Company ("AMEX"), at relevant times was a Delaware corporation,
26 and a corporate predecessor of Defendant WHITTAKER, and engaged in the same
27 actions and omissions in the same time frame alleged hereinabove as to
28 WHITTAKER. Plaintiff is informed and believes and based thereon alleges that

1 Defendant AMEX changed its name from American Explosives Company to
2 AMEX PRODUCTS, INC. in or about 1969.

3 54. Plaintiff is informed and believes, and based thereon alleges,
4 that defendant DELTA T., INC., a business organization of unknown form, has
5 appeared in this action as and on behalf of defendant AMEX, and is liable for the
6 same actions, omissions, and reasons as defendants AMEX, WHITTAKER and
7 TASKER.

8 55. Plaintiff is informed and believes, and based thereon alleges,
9 that TASKER INDUSTRIES (“TASKER”) is and at relevant times was a
10 California corporation, and was a corporate predecessor of and merged with
11 Defendant WHITTAKER in or about 1972. Plaintiff is informed and believes, and
12 based thereon alleges, that Defendant TASKER acquired Defendant AMEX and its
13 relevant RASP Area facilities and real properties at 2298 West Stonehurst in Rialto,
14 in or about 1969, and continued operating the same, and engaged in the same
15 actions and omissions in the same time frame alleged hereinabove as to
16 WHITTAKER.

17 56. Plaintiff is informed and believes, and based thereon alleges,
18 that Defendant E.T.I. EXPLOSIVES TECHNOLOGIES, INC. OF CALIFORNIA,
19 is and at relevant times was a Delaware corporation, and that it and its corporate
20 predecessors, successors, affiliates and/or subsidiaries, for whose actions and
21 liabilities it is responsible (collectively “ETI”) owned and/or conducted operations
22 (described in more detail below) on, properties located at 2900 N. Tamarind
23 Avenue, and at North Highland/Stonehurst and Alder Avenues in Rialto, within the
24 RASP Site, from approximately 1983 through 1997, whereby perchlorate and
25 hazardous substances/wastes were discharged into the soils and underlying
26 groundwater in the RASP Area. Plaintiff is informed and believes, and based
27 thereon alleges, that Defendant ETI operated facilities on these properties at which
28 it designed, tested, fabricated, and stored military and commercial pyrotechnic and

1 explosive devices that contained perchlorate during this time frame. Plaintiff is
2 informed and believes, and based thereon alleges, that ETI manufactured, designed,
3 tested, burned, detonated, handled, stored, distributed and arranged for disposal of
4 numerous perchlorate-containing products including, but not limited to, various
5 oxidizers, blasting agents, detonators, boosters, detonator chords, and safety fuses
6 at its facilities; ETI commonly handled several thousand “Electric Super
7 Detonators” and “Primadet Detonators,” each of which contained potassium
8 perchlorate, at its facilities each month. Plaintiff is informed and believes, and
9 based thereon alleges, that ETI was permitted to store up to 300,000 pounds of
10 explosives and other hazardous materials at its facilities at any given time during
11 the relevant time period; that ETI also accepted shipments of returned defective
12 and/or obsolete products at its sites, and arranged for some or all of its perchlorate-
13 containing products and operational hazardous wastes to be disposed of at
14 Defendant BROCO’s site and/or Defendant COUNTY’s Mid-Valley Sanitary
15 Landfill; and that ETI additionally released perchlorate-contaminated and
16 hazardous substances/wastes into the environment through its on-site septic system.

17 57. Plaintiff is informed and believes, and based thereon alleges,
18 that Defendant AMERICAN WEST EXPLOSIVES at relevant times was a
19 Delaware corporation, and a corporate predecessor, successor, affiliate and/or
20 subsidiary of Defendant ETI, and is responsible for and/or engaged in the same
21 actions and omissions in the same time frame alleged hereinabove as to ETI.

22 58. Plaintiff is informed and believes, and based thereon alleges,
23 that Defendant GOLDEN STATE EXPLOSIVES at relevant times was a California
24 corporation, and a corporate predecessor, successor, affiliate and/or subsidiary of
25 Defendant ETI, and is responsible for and/or engaged in the same actions and
26 omissions in the same time frame alleged hereinabove as to ETI.

27 59. Plaintiff is informed and believes, and based thereon alleges,
28 that Defendants EDWARD STOUT, ELIZABETH RODRIQUEZ, JOHN

1 CALLAGY, AS TRUSTEE OF THE FREDERIKSEN CHILDREN'S TRUST
2 UNDER TRUST AGREEMENT DATED FEBRUARY 20, 1985, LINDA
3 FREDERIKSEN, LINDA FREDERIKSEN, AS TRUSTEE OF THE WALTER M.
4 POINTON TRUST DATED 11/19/91, LINDA FREDERIKSEN, AS TRUSTEE
5 OF THE MICHELLE ANN POINTON TRUST UNDER TRUST AGREEMENT
6 DATED FEBRUARY 15, 1985, JOHN CALLAGY, MARY MITCHELL,
7 JEANINE ELZIE and STEPHEN CALLAGY and their predecessors, trustor/s,
8 beneficiaries and/or affiliates for whose acts and omissions they are responsible,
9 including, but not limited to, Edward F. Schulz, the Estate of Edward F. Schulz, and
10 the Schulz Family Trust (collectively the "Schulz Trust Defendants") own and/or
11 owned at relevant times since 1947 approximately 100 acres of land in the RASP
12 Area, comprised of an irregularly-shaped group of parcels located in the west
13 central portion of Section 28, and the northeast portion of Section 29, of Township
14 North, Range 5 West, San Bernardino Baseline and Meridian (SB B&M) in Rialto.
15 Plaintiff is informed and believes, and based thereon alleges, that the Schulz Trust
16 Defendants, beginning in about 1950, leased portions of the 100 acres to a series of
17 companies that manufactured, assembled, tested and stored pyrotechnic devices,
18 fireworks, rockets, rocket propellants and/or explosives containing perchlorate; and
19 that these companies included but were not limited to, Defendants BROCO, ETI,
20 and ZAMBELLI FIREWORKS. Plaintiff is informed and believes, and based
21 thereon alleges, that these and possibly other fireworks and rocket manufacturers,
22 and defense contractors, handled, stored, manufactured, burned, and tested products
23 containing perchlorate at the Schulz Trust Defendants' property between about
24 1950 and the present, and that some still currently use the property for the assembly
25 and storage of large-scale fireworks. Plaintiff is informed and believes, and based
26 thereon alleges, that many or all of these companies have disposed of defective and
27 obsolete products containing perchlorate and hazardous substances/wastes directly
28 onto the ground and/or in an unlined earthen disposal pit or pits on the Schultz

1 Trust Defendants' property, causing the hazardous substances to be released into
2 the environment almost continuously since the early 1950s; that some or all of said
3 lessee companies have obtained burning permits, and have test-fired and burned
4 perchlorate-containing products openly on the property, causing perchlorate and
5 hazardous substances/wastes to be released into the environment almost
6 continuously since the early 1950s; and that some or all of said lessee companies
7 also disposed of and/or stored for disposal perchlorate-contaminated and hazardous
8 wastes on concrete pads, which leak and overflow during storm events and at other
9 times, thereby releasing perchlorate and hazardous substances/wastes onto the
10 ground and into the environment. Plaintiff is informed and believes, and based
11 thereon alleges, that the Schulz Trust Defendants and/or their lessee companies
12 also arranged for disposal of perchlorate-contaminated and hazardous wastes at
13 Defendant BROCO's facility and/or Defendant COUNTY's Mid-Valley Sanitary
14 Landfill during the Schulz Trust Defendants' ownership, maintenance and
15 management of the properties they owned and leased. The negligence, and other
16 allegations of this Complaint against Defendants generally, unless otherwise
17 expressly stated, apply specifically to the trustees of the Schulz Trust named herein,
18 with respect to their ownership, management, use and control of their relevant
19 RASP Area properties. Pursuant to the June 23, 2004 Stipulation and Order
20 Extending Time for [the Schulz Trust Defendants] to file a responsive pleading, this
21 Complaint is hereby amended to reflect that plaintiff served a New RCRA Notice,
22 as defined in that Stipulation and Order, on the Schulz Trust Defendants on July 19,
23 2004. Per the terms of the June 23, 2004 Stipulation and Order, as specified
24 therein, the Schulz Trust Defendants' responsive pleading will be due no sooner
25 than 110 days after service of the New RCRA Notice.

26 60. Plaintiff is informed and believes, and based thereon alleges,
27 that Defendant THE MARQUARDT COMPANY formerly known as
28 MARQUARDT CORPORATION, Cooper Industries, Inc. and/or Cooper

1 Development Corporation, is and/or at relevant times was a Delaware corporation,
2 and that it and/or its corporate affiliates, predecessors, successors and/or
3 subsidiaries Defendants FERRANTI INTERNATIONAL, INC. (collectively
4 “MARQUARDT”) owned and/or operated a facility at or near the RASP Area from
5 approximately 1965 (or earlier) through approximately 1983, at which
6 MARQUARDT designed, tested and maintained rockets, missiles and/or other
7 aerospace-industry products, the propellants for which contained perchlorate.
8 Plaintiff is informed and believes, and based thereon alleges, that Defendant
9 MARQUARDT, and/or its corporate affiliates, predecessors, successors, and/or
10 subsidiaries for whose actions and omissions it is responsible, manufactured,
11 designed, tested, handled, stored and arranged for disposal of perchlorate-
12 containing products for the U.S. Air Force (a military department of Defendant
13 DOD), NASA, and other defense and aerospace industry entities during its
14 occupancy of the RASP Site; that rocket and missile fuels are commonly comprised
15 of up to 90% perchlorate salts by dry weight; that up to 70% (by dry weight) of
16 spacecraft propellant is comprised of perchlorate salts; that a single rocket launch
17 into space requires up to 700,000 pounds of perchlorate propellant; and that some
18 of the products for which Defendant MARQUARDT handled and used perchlorate
19 in the RASP Area included products used in the Lunar Orbiter Program and the
20 Apollo Program, and the Bomarc Interceptor Missile. Plaintiff is informed and
21 believes, and based thereon alleges, that rocket and missile propellant degrades
22 quickly and that it was Defendant MARQUARDT’s – and common industry –
23 practice at the time it owned and/or operated its facility to remove degraded
24 propellant from rockets and missiles with a “water wash” on a regular basis, and
25 that hazardous substances/wastes and perchlorate-contaminated runoff from this
26 process was released into the ground and/or area storm drains and percolated
27 through porous substrate into the groundwater beneath the RASP Site, as also did
28 perchlorate-contaminated and hazardous wastes from Defendant MARQUARDT’s

1 on-site septic system during the relevant approximately 1965 through 1983 time
2 frame. Plaintiff is informed and believes, and based thereon alleges, that Defendant
3 MARQUARDT also arranged for disposal of some of its perchlorate-contaminated
4 and hazardous waste at the Defendant BROCO's site and/or Defendant COUNTY's
5 Mid-Valley Sanitary Landfill during this time period, resulting in further releases of
6 perchlorate and hazardous substances/wastes into the environment in the RASP
7 Area.

8 61. Plaintiff is informed and believes, and based thereon alleges,
9 that Defendant FERRANTI INTERNATIONAL, INC. ("FERRANTI") is and/or at
10 relevant times was a business entity, form unknown, and a corporate dba, affiliate,
11 predecessor, successor and/or subsidiary of Defendant MARQUARDT, and is
12 responsible for and/or engaged in the same actions and omissions in the same time
13 frame alleged hereinabove as to Defendant MARQUARDT.

14 62. Plaintiff is informed and believes, and based thereon alleges,
15 that Defendant ENSIGN-BICKFORD COMPANY ("ENSIGN-BICKFORD") is
16 and at relevant times was a Connecticut corporation, and that it and/or its corporate
17 predecessor ORDNANCE ASSOCIATES leased and operated a facility at the
18 RASP Site from approximately 1964 through 1966, at which it designed, tested,
19 and manufactured rockets, missiles, and/or other aerospace-industry products
20 and/or components, the propellants for and/or contents of which contained
21 perchlorate. Plaintiff is informed and believes, and based thereon alleges, that
22 Defendant ENSIGN-BICKFORD, and/or its corporate affiliates and/or
23 predecessors, manufactured, designed, tested, handled, stored and arranged for
24 disposal of perchlorate-containing products for the U.S. Army (a military
25 department of Defendant DOD), NASA and other defense and aerospace industry
26 entities during its occupancy of the RASP Site; that Defendant ENSIGN-
27 BICKFORD has a long history of explosives manufacturing and aerospace product
28 research and development; that rocket and missile fuels are commonly comprised of

1 up to 90% perchlorate salts by dry weight; that up to 70% (by dry weight) of
2 spacecraft propellant is comprised of perchlorate salts; that a single rocket launch
3 into space requires up to 700,000 pounds of perchlorate propellant; that one of the
4 projects for which Defendant ENSIGN-BICKFORD handled and used perchlorate
5 at the RASP Site was the Gemini Space Program; that Defendant ENSIGN-
6 BICKFORD was the primary pyrotechnics contractor for the Gemini project and
7 was responsible for the design, testing and manufacturing of pyrotechnic separation
8 devices for the spacecraft; and that Defendant ENSIGN-BICKFORD also
9 manufactured reefing line cutters, electrical squibs, igniters, and time delay fuses at
10 the RASP Site, all of which contained perchlorate. Plaintiff is informed and
11 believes, and based thereon alleges, that Defendant ENSIGN-BICKFORD also
12 disposed of some of its perchlorate-contaminated and hazardous substances/wastes
13 through its on-site septic system and/or at the Defendant BROCO's site and/or
14 Defendant COUNTY's Mid-Valley Sanitary Landfill during its operations at the
15 RASP Site.

16 63. Plaintiff is informed and believes, and based thereon alleges,
17 that Defendant ORDNANCE ASSOCIATES at relevant times was a California
18 corporation, and that it was a corporate affiliate and/or predecessor in interest of
19 Defendant ENSIGN-BICKFORD, and is responsible for and/or engaged in the
20 same actions and omissions in the same time frame alleged hereinabove as to
21 Defendant ENSIGN-BICKFORD.

22 64. Plaintiff is informed and believes, and based thereon alleges,
23 that Defendants THOMAS O. PETERS and/or THOMAS O. PETERS
24 REVOCABLE TRUST (collectively "PETERS") is and/or at relevant times was an
25 individual/revocable trust who owns, and/or who previously owned and/or operated
26 facilities at, three parcels of real property (APNs 1133-071-05-0000, 1133-071-06-
27 0000 and 1133-071-007-0000), commonly referred to as 2298 Stonehurst in Rialto,
28 and located within the RASP Site. Plaintiff is informed and believes, and based

1 thereon alleges, that from approximately 1973 through 1988, PETERS owned and
2 operated Defendant TROJAN FIREWORKS on this property, and also leased from
3 the Schulz Trust Defendants and operated nearby former military bunkers at which
4 he engaged in fireworks manufacturing activities, and since 1988 has leased his
5 RASP Area properties to other fireworks manufacturers. Plaintiff is informed and
6 believes, and based thereon alleges, that Defendant PETERS owned and/or
7 operated facilities at which perchlorate-containing products were handled, stored,
8 manufactured, burned and tested between 1973 and 1988, and now owns property
9 in the RASP Area on which others have thereafter handled, stored, manufactured,
10 burned and tested such products. Plaintiff is informed and believes, and based
11 thereon alleges, that Defendant PETERS and/or his lessees and affiliates have
12 disposed of defective and obsolete products and hazardous substances/wastes,
13 including wastes containing perchlorate, in an unlined disposal pit on or near
14 Defendant PETERS' property in the RASP Site since 1973; that Defendant
15 PETERS and/or his lessees and affiliates also disposed of and/or stored perchlorate-
16 contaminated and hazardous substances/wastes on concrete ponds or pads equipped
17 with clarifiers, which leaked and overflowed during storm events and at other
18 times, releasing chemical wastes containing perchlorate into the soil and
19 groundwater; that the said clarifiers were improperly abandoned and left exposed to
20 the environment, while still containing perchlorate-contaminated liquids and
21 sludges, by Defendant PETERS and his lessees and affiliates until at least 2001;
22 that perchlorate-tainted and hazardous wastes from the operations of Defendant
23 PETERS and his lessees and affiliates, including floor sweepings, off-specification
24 products, returned and defective products, and damaged imported products, were
25 stored in cardboard boxes and drums, and in paper bags, then burned and/or
26 disposed of at an unlined pit on or near Defendant PETERS' property from 1973 to
27 the present; that the on-site septic system on Defendant PETERS' property also
28 released perchlorate-contaminated and hazardous substances/wastes into the

1 environment directly and/or through storm drains from 1973 to the present; and that
2 a 1987 explosion at Defendant PETERS' property also resulted in the release of
3 perchlorate and hazardous substances/wastes into the environment, within the
4 RASP Area. Plaintiff is also informed and believes, and based thereon alleges, that
5 Defendant PETERS and/or his lessees arranged to have some of the perchlorate-
6 contaminated and hazardous waste from his RASP Site properties and facilities
7 disposed of at Defendant COUNTY's Mid-Valley Sanitary Landfill and/or with
8 other waste handlers and processors doing business on the RASP Site within the
9 relevant time frame, including Defendant BROCO.

10 65. Plaintiff is informed and believes, and based thereon alleges,
11 that at all relevant times mentioned in this Complaint each of the Defendants was
12 the agent, owner, principal, representative, employee, partner, affiliate, subsidiary,
13 predecessor in interest, successor in interest, or joint venturer of each of the
14 remaining Defendants and, at all relevant times, in doing the things hereinabove
15 and hereinafter alleged, was acting within the course and scope of such agency,
16 representation, employment, partnership, successorship, joint venture, or other
17 relationship, as more particularly alleged. The term "Defendants" when used in this
18 Complaint refers to all defendants, and also includes each defendant individually.

19 OTHER RELEVANT FACTUAL BACKGROUND

20 66. Perchlorate contamination was first detected in the Rialto,
21 Colton and Chino subbasins in late 1997. Until late 1997, and the advent of ion
22 chromatography, the technology to detect perchlorate in water wells at
23 concentrations as low as 4 ppb – the former California action level, as heretofore
24 alleged -- did not exist. In 1997, the California Department of Health Services
25 (DHS) Action Level for perchlorate in drinking water was 18 ppb; in January 2002,
26 the DHS lowered the action limit to 4 ppb for perchlorate. Subsequent to the filing
27 of the initial complaint in this action, on or about March 12, 2004, the California
28

1 EPA's OEHHA issued a Public Health Goal for Perchlorate in Drinking Water
2 ("PHG") of 6 ppb, and the DHS revised the Action Level to 6 ppb.

3 67. Since October 1997, sampling in CITY's Rialto Well No. 2, a
4 well with capacity of 2045 gallons per minute ("GPM") located at 980 W. Easton
5 Avenue in Rialto, approximately 3,000 feet south of the RASP Site, has revealed
6 perchlorate concentrations at levels ranging up to 78 ppb. The CITY took that well
7 out of service in October 1997.

8 68. Since March 2001, sampling in Rialto Well No. 6, a well with
9 capacity of 2554 GPM located at 224 West Etiwanda Avenue in Rialto,
10 approximately 10,000 feet to the southeast of Well No. 2, has revealed perchlorate
11 concentrations at levels ranging between 16 and 54 ppb, and the CITY took that
12 well out of service in March 2001.

13 69. In July 2002, sampling in CITY's Chino Well No. 1, a well with
14 capacity of 1740 GPM located at 780 West Rialto Avenue in Rialto, approximately
15 13,000 feet south and slightly east of CITY Well No. 2, revealed the presence of
16 perchlorate at a concentration of 9 ppb, and the CITY took that well out of service.

17 70. In October 2002, sampling in Rialto Well No. 4, a well with
18 capacity of 2492 GPM located between Rialto Well No. 2 and Chino Well No. 1 at
19 725 West Baseline Avenue in Rialto, revealed the presence of perchlorate at a
20 concentration of 5.6 ppb, and the CITY took that well out of service. Subsequent
21 testing has revealed that perchlorate contamination in Rialto Well No. 4 is
22 intermittent, and that it sometimes produces clean, potable water that tests "non-
23 detect" for perchlorate. Rialto Well No. 4 is now used only intermittently and in
24 emergency need situations, and then only when it "tests clean" for perchlorate.

25 71. In October 2002, sampling in CITY's Chino Well No. 2, a well
26 with capacity of 1694 GPM located at 225 Bloomington Avenue in Rialto, to the
27 southeast of Chino Well No. 1, revealed the presence of perchlorate at a
28 concentration of 4.6 ppb, and the CITY took that well out of service.

1 77. 42 U.S.C. §9607(a)(1) imposes liability on any “person” who is
2 the owner or operator of a vessel or a facility for, *inter alia*, all necessary response
3 costs incurred by a person consistent with the National Contingency Plan.

4 78. 42 U.S.C. §9607(a)(2) imposes liability on any “person” who at
5 the time of a disposal of any hazardous substances owned or operated any facility at
6 which such hazardous substances were disposed of for, *inter alia*, all necessary
7 responses costs incurred by a person consistent with the National Contingency Plan.

8 79. 42 U.S.C. §9607(a)(3) imposes liability on any “person” who
9 arranges for the disposal of hazardous substances, or arranges with a transporter for
10 transport or disposal of hazardous substances owned or possessed by such persons,
11 for, *inter alia*, all necessary response costs incurred by a person consistent with the
12 National Contingency Plan.

13 80. The RASP Site, and each individual site within the RASP Area
14 where hazardous substances or wastes were disposed of and/or discharged, are, and
15 at all times relevant herein were, a facility or facilities within the meaning of
16 §101(9) of CERCLA, 42 U.S.C. §9601(9).

17 81. The actions of Defendants, and each of them, with regard to the
18 disposal of hazardous substances and wastes, including perchlorate, at the RASP
19 Area, constitute a release or threatened release of hazardous substances at a facility
20 within the meaning of CERCLA §101(22), 42 U.S.C. §9601(22).

21 82. Plaintiff, who is a “person” as defined in CERCLA §101(21), 42
22 U.S.C. §9601(21), has undertaken preliminary investigation and other activities
23 designed to investigate and identify the presence of contamination and identify
24 those persons and entities responsible for said contamination, as well as to
25 characterize and remediate the contamination. Plaintiff has incurred, and will
26 continue to incur, substantial response costs to continue its investigation into the
27 nature and scope and extent of the subsurface contamination affecting, beneath and
28 in Plaintiff’s property and wells caused or contributed to by the Defendants as

1 alleged herein. All such response costs incurred, and that will be incurred, have
2 been and will continue to be necessary and consistent with the National
3 Contingency Plan.

4 83. As a direct and proximate result of Defendants' releases or
5 threatened releases of hazardous waste and substances, including perchlorate, at and
6 from the RASP Site, Plaintiff has incurred, and will continue to incur response
7 costs.

8 84. Pursuant to 42 U.S.C. §9607(a) the Defendants, and each of
9 them, are strictly, and jointly and severally, liable, or are otherwise liable as
10 provided by applicable law, to Plaintiff for all necessary response costs incurred by
11 Plaintiff in responding to the released hazardous substances and wastes.

12 85. As a direct and proximate result of Defendants' conduct,
13 Plaintiff is entitled to recover all past, present, and future response costs, together
14 with interest from Defendants, pursuant to CERCLA §107(a), 42 U.S.C. §9607(a).

15 SECOND CLAIM FOR RELIEF

16 (Declaratory Relief re: Future Response Costs Pursuant to CERCLA §113(g)

17 – Against All Defendants - Except Defendant KLI)

18 86. Plaintiff refers to and incorporates by this reference the
19 allegations contained in paragraphs 1 through 85, inclusive, as though fully set forth
20 herein.

21 87. Pursuant to CERCLA §113(g)(2), 42 U.S.C. §9613(g)(2),
22 Plaintiff is entitled to entry of a declaratory judgment declaring (i) that Defendants,
23 and each of them, are jointly and severally liable for Plaintiff's response costs or,
24 alternatively, are liable for contribution for their equitable allocation thereof (ii) that
25 all relevant actions taken by Plaintiff are consistent with the NCP, and (iii) that
26 Plaintiff has at all times acted reasonably and in good faith and is not liable under
27 CERCLA to any third party or Defendant in any manner, as a result of the disposals
28

1 and releases of Defendants as alleged herein or, alternatively, has a de minimis or
2 zero equitable allocation or share.

3 88. Plaintiff further requests that this Court, after entering a
4 declaratory judgment as prayed for herein, retain jurisdiction of this action,
5 pursuant to 28 U.S.C. §2202, and grant Plaintiff such further relief against
6 Defendants, and each of them, as is necessary and proper to effectuate the Court's
7 declaration.

8 THIRD CLAIM FOR RELIEF

9 (Recovery of Response Costs Pursuant to HSAA; Indemnity/Contribution Pursuant
10 to California Health & Safety Code, §25363(e) –
11 Against All Defendants Except DOD and KLI)

12 89. Plaintiff refers to and incorporates by reference the allegations
13 contained in paragraphs 1 through 88, and paragraphs 105 through 152, inclusive,
14 as though set forth in full herein.

15 90. The California Hazardous Substance Account Act ("HSAA";
16 Cal. Health & Safety Code, § 25300, et seq.) provides that any person who has
17 incurred removal or remedial action costs in accordance with HSAA or CERCLA
18 (see Health & Safety Code, § 25315) may seek contribution or indemnity from any
19 person who is liable pursuant to HSAA. Health & Safety Code, § 25363(e).
20 Defendants herein are "covered persons" under CERCLA (42 U.S.C. § 9607(a))
21 and are therefore "responsible parties" and "liable persons" under the HSAA.
22 Health & Safety Code, § 25323.5(a). Written notice of commencement of this
23 action has been given to the Director of the Department of Toxic Substances
24 Control in accordance with the HSAA. Health & Safety Code, § 25363(e).

25 91. All of the contaminants that Defendants disposed of and
26 released onto or in the RASP Area, or at individual facilities therein, or which came
27 to be located at facilities there owned, leased or operated by Defendants or for
28 which Defendants are otherwise responsible and liable under CERCLA and HSAA,

1 to implement the appropriate remedy to abate and remediate the hazardous
2 environmental contamination.

3 99. Plaintiff CITY OF RIALTO has given the requisite 90-day
4 notices of intent to file suit pursuant to RCRA §7002(b)(2)(a), 42 U.S.C.
5 §6972(b)(2)(A), to all relevant Defendants.

6 100. Each Defendant is a “person” as defined in RCRA §1004(15),
7 42 U.S.C. §6903(15).

8 101. Defendants’ disposal and discharges of hazardous substances
9 and waste, including, without limitation, perchlorate, at the RASP Site, and their
10 failure to abate the resulting subsurface contamination, has caused or contributed to
11 movement of groundwater contamination from the RASP Site through the soils and
12 groundwater and into the subsurface of Plaintiff CITY OF RIALTO’s property and
13 wells, as alleged more specifically herein. The contaminated soil at the RASP Site,
14 and the contaminated groundwater underlying and emanating from the RASP Site,
15 has created an imminent and substantial endangerment to health and the
16 environment, and will continue to present an imminent and substantial
17 endangerment to health and the environment until completely abated. The
18 hazardous substances, including perchlorate, from the RASP Site detected in the
19 groundwater affecting, below and in Plaintiff CITY OF RIALTO’s property and
20 wells substantially exceeds levels recognized as safe by the federal and state
21 governments.

22 102. Plaintiff CITY OF RIALTO has requested that Defendants
23 participate in the performance or financing of the urgently required and extensive
24 response actions at the RASP Site and the contaminated aquifer/s affecting Plaintiff
25 CITY OF RIALTO’s property and wells. Such response actions include
26 investigation of the scope and extent of contamination emanating from the RASP
27 Site, a necessary prerequisite to the analysis of remedial alternatives and to the
28 determination, selection, and implementation of the appropriate remedies to abate

1 the endangerment resulting from the contamination emanating from the RASP Site
2 as alleged herein. The Defendants have refused, and continue to refuse, Plaintiff
3 CITY OF RIALTO's request to participate in the environmental investigation in
4 any way, even though the Defendants have caused or contributed to the past and
5 ongoing disposal of solid waste and hazardous waste at the RASP Site which
6 presents an imminent and substantial endangerment to health and the environment.

7 103. This Court has jurisdiction and authority pursuant to 42 U.S.C.
8 §6972(a) to order both mandatory preliminary and permanent injunctive relief
9 requiring Defendants to take all action necessary to investigate and abate the
10 imminent and substantial endangerment to health and the environment which
11 affects and exists at, beneath and in Plaintiff CITY OF RIALTO's property and
12 wells from contamination which has migrated and continues to migrate from the
13 RASP Site; such actions, without limitation, include requiring Defendants to
14 undertake a "removal action" to immediately abate the contaminated soils at the
15 RASP Site (so as to eliminate the sources of the contamination of the groundwater
16 aquifer/s affecting, at and beneath Plaintiff CITY OF RIALTO's property and
17 wells), requiring Defendants to complete the necessary and extensive
18 environmental investigations of the soil and groundwater contamination at the
19 RASP Site, in the contaminated aquifer/s, and at and under Plaintiff CITY OF
20 RIALTO's property and wells which has migrated, and continues to migrate from
21 the RASP Site, requiring Defendants to analyze the remedial alternatives, and
22 requiring Defendants to implement the appropriate remedy to abate and remediate
23 the environmental contamination which has migrated and continues to migrate from
24 the RASP Site.

1 1993) (“[T]he express language of the statute defeats Lohrey’s contention that
2 CERCLA preempts a state law recovery.”); *U.S. ex rel Dept. of Fish and Game v.*
3 *Montrose*, 788 F.Supp. 1485, 1496 (C.D. Cal. 1992) (“[This] Court holds as a
4 matter of law that CERCLA is not an exclusive remedy, and that Defendants are
5 entitled to bring counterclaims based on *both* CERCLA and tort law.”); *City of*
6 *Merced v. Fields*, 997 F.Supp. 1376, 1336 (E.D. Cal. 1998).

7 106. Plaintiff is informed and believes, and based thereon alleges,
8 that at all times during Defendants’ ownership and operation or possession of the
9 relevant facilities at the RASP Site, Defendants used said facilities and the
10 surrounding property in violation of the law, and public and private safety, by
11 improperly releasing, discharging, handling and disposing of hazardous substances
12 and wastes at and around the RASP Site as alleged herein, resulting in soil and
13 groundwater contamination that has migrated from the RASP Site and now exists in
14 the contaminated aquifer/s affecting and underlying Plaintiff’s property and wells.

15 107. Plaintiff is informed and believes, and based thereon alleges,
16 that at the time Defendants owned, possessed and/or operated the facilities at the
17 RASP Site, said Defendants knew or should have known that hazardous substances,
18 including perchlorate, were present in the soil and groundwater underlying the
19 RASP Site as the result of the tortious and unlawful releases and disposal of solid
20 and liquid waste which occurred at the RASP Site facilities; however, said
21 Defendants knowingly, tortiously and unlawfully failed to abate the continuing
22 nuisance and failed to prevent the migration of such contamination from the RASP
23 Site into the groundwater aquifer/s affecting and onto, beneath and into Plaintiff’s
24 property and wells.

25 108. The existence of contamination in the groundwater aquifer/s
26 affecting and underlying Plaintiff’s property and wells caused by the tortious and
27 unlawful disposals and releases of hazardous substances as alleged herein, and said
28 Defendants’ failure to abate the continuing nuisance and prevent its migration onto,

1 beneath and into Plaintiff's property and wells as alleged herein, constitutes a
2 nuisance as provided by and within the meaning of California statutory law, and
3 specifically California Civil Code §3479, as it has, inter alia, substantially
4 interfered with and obstructed Plaintiff's free use and enjoyment of Plaintiff's
5 property and proprietary and other rights and interests. California Civil Code
6 §3479 provides in pertinent part:

7 "Anything which is injurious to health . . . or is indecent
8 or offensive to the senses, or an obstruction to the free use
9 of property, so as to interfere with the comfortable
10 enjoyment of life or property, or unlawfully obstructs the
11 free passage or use, in the customary manner, of any
12 navigable lake, or river, bay, stream, canal, or basin . . . is
13 a nuisance."

14 CITY also has special statutory authority to bring a civil action to abate a nuisance
15 under California statutory law. See Cal. Code Civ. Proc., §731; Cal. Civ. Code
16 §3494; *City and County of San Francisco v. Buckman*, 111 Cal. 25, 30-31 (1896);
17 *City of Turlock v. Bristow*, 103 Cal.App. 750, 755 (1930); *Perepletchikoff v. City of*
18 *Los Angeles*, 174 Cal.App.2d 697, 699 (1959). The aforesaid nuisance is
19 continuing for purposes of California's statute of limitations because it is abatable
20 and/or because the groundwater contamination herein at issue continues to migrate,
21 move, and spread onto, into and across the subsurface of Plaintiff's property and
22 wells, and through one or more contaminated aquifers, and its impact has thus
23 varied, and continues to vary, over time. *Mangini v. Aerojet-General Corp.*, 12
24 Cal.4th 1087, 1093 (1996); *Field-Escandon v. DeMann*, 204 Cal.App.3d 228, 234
25 (1998); *Beck Development Co. v. Southern Pacific Transportation Co.*, 44
26 Cal.App.4th 1160, 1218 (1996) ("contamination may be shown to be a continuing
27 nuisance by evidence that the contaminants continue to migrate through land and
28

1 groundwater causing new and additional damage on a continuous basis.”); *Newhall*
2 *Land & Farming Co. v. Superior Court*, 19 Cal.App.4th 334, 341 (1993);
3 *Capogeannis v. Superior Court*, 12 Cal.App.4th 668, 673, 681 (1993); *Arcade*
4 *Water Dist. v. U.S.*, 940 F.2d 1265, 1268 (9th Cir. 1991) (“In determining under
5 California law whether the nuisance is continuing, the most salient allegation is that
6 contamination continues to leach into [the well].”).

7 109. Defendants, and each of them, have threatened to, and will,
8 unless restrained by this Court, continue to maintain the nuisance by failing to
9 investigate, remove, and remediate the environmental contamination which has
10 migrated and continues to migrate from the RASP Site, and each and every failure
11 to act has been, and will be, without the consent, against the will, and in violation of
12 the rights of Plaintiff.

13 110. Unless Defendants, and each of them, are restrained by order of
14 this Court from continuing their non-responsive course of conduct by failing to
15 abate the contamination which has migrated and continues to migrate from the
16 RASP Site, it will be necessary for Plaintiff to commence many successive actions
17 against Defendants, and each of them, to secure compensation for damages
18 sustained, thus requiring a multiplicity of suits.

19 111. Unless Defendants, and each of them, are enjoined from
20 continuing their non-responsive course of conduct by failing to abate the
21 contamination which has migrated and continues to migrate from the RASP Site,
22 Plaintiff will suffer irreparable injury in that the usefulness and economic value of
23 Plaintiff’s property (including its water), wells and proprietary and other interests
24 and water rights will be substantially diminished, to its own and its citizens’
25 detriment.

26 112. As a proximate result of the nuisance created by the Defendants,
27 and each of them, Plaintiff has incurred, and will continue to incur, damages and
28 costs as alleged herein.

1 economic and property damages incurred in the form of costs of water conservation
2 programs, loss of free use and enjoyment of CITY's property and property rights
3 (including lost recharge and storage capacity), loss of and damage to CITY's
4 proprietary interests in groundwater and groundwater resources, and all other losses
5 to CITY's economic and property rights and interests proximately caused by the
6 contamination which has migrated and continues to migrate from the RASP Site.
7 Plaintiff does not pray for duplicate recovery of response costs available under
8 CERCLA, or to recover items only properly recoverable as response costs as
9 defined by CERCLA that are inconsistent with the NCP, under this claim for relief
10 or any of its other State law tort claims for relief. The rights approved and damages
11 sought under this claim for relief and all of Plaintiff's other state law tort claims are
12 expressly preserved under CERCLA. 42 U.S.C. §§9607(e)(2), 9613(f)(1), 9614(a)-
13 (b), 9652(d); see *Beck v. Atlantic Richfield Co.*, 62 F.3d 1240, 1243 fn. 8 (9th Cir.
14 1995) ("CERCLA preserves the plaintiffs' right to pursue state law remedies.");
15 *Stanton Road Associates v. Lohrey Enterprises*, 984 F.2d 1015, 1021-1022 (9th Cir.
16 1993) ("[T]he express language of the statute defeats Lohrey's contention that
17 CERCLA preempts a state law recovery."); *U.S. ex rel Dept. of Fish and Game v.*
18 *Montrose*, 788 F.Supp. 1485, 1496 (C.D. Cal. 1992) ("[This] Court holds as a
19 matter of law that CERCLA is not an exclusive remedy, and that Defendants are
20 entitled to bring counterclaims based on both CERCLA and tort law."); *City of*
21 *Merced v. Fields*, 997 F.Supp. 1376, 1336 (E.D. Cal. 1998).

22 117. By causing or contributing to the disposal of hazardous
23 substances, including perchlorate, at the RASP Site in a manner which allowed
24 them to be released into the environment, Defendants are liable for causing,
25 creating, maintaining, contributing to and/or failing to abate a public nuisance as
26 provided for and specifically defined by California statutory law, see California
27 Civil Code §§3479 and 3480, in that the releases of hazardous substances caused
28 and contributed to by Defendants as alleged herein have created a condition which

1 is, inter alia, injurious to health, or is indecent or offensive to the senses, adversely
2 affects at the same time an entire community or neighborhood, and/or considerable
3 number of persons, and constitutes an obstruction to the free use of Plaintiff's
4 property and proprietary and other interests, which interferes with Plaintiff's
5 comfortable enjoyment of its property, and proprietary and other interests. CITY
6 has special statutory authority to bring a civil action to abate a nuisance under
7 California statutory law. E.g., Code Civ. Proc. §731; Civ. Code §3494; see also
8 Civ. Code. §§3490-3495.

9 118. The condition of public nuisance below the RASP Site, and in
10 the one or more contaminated aquifers underlying that site and Plaintiff's property
11 and wells, affects the entire community, including a considerable number of
12 persons reliant upon CITY's public works agency for their drinking water supply,
13 in that the hazardous substances have extensively contaminated the groundwater in
14 a major and critically important aquifer/s in which Plaintiff and other water
15 purveyors have proprietary and other interests, including groundwater extraction,
16 usage, supply, storage and recharge interests and rights. The hazardous substances
17 have migrated, and are continuing to migrate, through and into the environment and
18 are continuing to damage the groundwater resources of the State of California, and
19 Plaintiff's proprietary interests and rights in the same, thereby depriving the public
20 of the rights and benefits of free and full beneficial uses of the contaminated
21 groundwater aquifer/s. The impact of such groundwater contamination varies, and
22 will continue to vary, over time, as heretofore alleged.

23 119. At the same time, the nuisance has caused special injury to
24 Plaintiff in that the Defendants' releases of hazardous substances as alleged herein
25 have caused or contributed to the soil and groundwater contamination which
26 underlies and adversely affects Plaintiff's property rights and interests, including
27 those in wells that are a primary source of CITY's municipal water supply, and its
28 recharge and storage rights and interests. As a result, Plaintiff has incurred, and

1 will continue to incur, damages as heretofore alleged. In addition, because of the
2 condition of nuisance created and contributed to by Defendants, the resources of
3 Plaintiff have been diverted and Plaintiff has suffered diminution in its assets and
4 the value of its property and interests, and lost opportunity with respect to the free
5 use and enjoyment of its property and interests.

6 120. Defendants are strictly, jointly, and severally liable for
7 abatement of the endangerment to the environment and resulting interference with
8 the public's free use and enjoyment of public property and drinking water supply,
9 *inter alia*, caused by the contamination which has migrated and continues to
10 migrate from the RASP Site.

11 121. Further, Defendants are strictly, jointly, and severally liable for
12 damages arising from the interference with the public's free use and enjoyment of
13 public property, and the interference with Plaintiff's free use and enjoyment of its
14 property and proprietary and other interests in natural groundwater resources,
15 caused by the contamination which has migrated and continues to migrate from the
16 RASP Site.

17 122. Plaintiff has given notice to Defendants, and each of them, of
18 the obstruction and endangerment caused by the public nuisance, and requested its
19 abatement, but Defendants, and each of them, have failed or refused, and continue
20 to fail or refuse, to take timely and proper action to abate the nuisance caused by
21 contamination which has migrated and continues to migrate from the RASP Site
22 and/or to compensate Plaintiff for damages suffered from the contamination which
23 has migrated and continues to migrate from the RASP Site.

1 EIGHTH CLAIM FOR RELIEF

2 (Negligence – Cal. Civ. Code §§1708, 1714 –
3 Against All Defendants Except DOD)

4 123. Plaintiff refers to and incorporates by this reference the
5 allegations contained in paragraphs 1 through 122, inclusive, as though fully set
6 forth herein.

7 124. Under this claim for relief, Plaintiff seeks damages for injuries
8 Plaintiff has suffered to its property and economic interests, including water
9 conservation programs, diminution in value of its property and proprietary and
10 other interests, including loss of recharge and storage capacity rights and interests,
11 and the loss of free use and enjoyment of its property and proprietary interests, all
12 as heretofore alleged, caused by the contamination which has migrated, and
13 continues to migrate, from the RASP Site.

14 125. Under California Civil Code Sections 1708 and 1714,
15 Defendants (except COUNTY) had a duty to exercise ordinary care and skill in the
16 ownership, management, use and control of their properties and facilities and
17 products and wastes, specifically with regard to the generation, release, discharge
18 and disposal of hazardous substances and wastes at the RASP Site and its
19 constituent facilities. Civil Code section 1708 states: “Every person is bound,
20 without contract, to abstain from injury the person or property of another, or
21 infringing on any of his or her rights.” Civil Code section 1714(a) provides in
22 pertinent part:

23 “Everyone is responsible, not only for the result of his or
24 her willful acts, but also for an injury occasioned to
25 another by his or her want of ordinary care or skill in the
26 management of his or her property or person, except so
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1 far as the latter has, willfully or by want of ordinary care,
2 brought the injury upon himself or herself.”

3 Civ. Code, §1714(a).

4 126. As to defendant COUNTY, Government Code section 835
5 provides:

6 Except as provided by statute, a public entity is liable for
7 injury caused by a dangerous condition of its property if
8 the plaintiff establishes that the property was in a
9 dangerous condition at the time of the injury, that the
10 injury was proximately caused by the dangerous
11 condition, that the dangerous condition created a
12 reasonably foreseeable risk of the kind of injury which
13 was incurred, and either:

14 (a) A negligent or wrongful act or omission of an
15 employee of the public entity within the scope of his
16 employment created the dangerous condition; or

17 (b) The public entity had actual or constructive notice
18 of the dangerous condition under Section 835.2 a
19 sufficient time prior to the injury to have taken measures
20 to protect against the dangerous condition.

21 (Gov. Code §835(a), (b); *see also Behr v. County of Santa Cruz*, 172 Cal.App.2d
22 697, 711-712 (1959) (“dangerous condition” liability of public entity is a form of
23 negligence); *U.S. Ex Rel. Dept. of Fish and Game v. Montrose*, 788 F.Supp. 1485,
24 1494 (C.D. Cal. 1992). CITY has alleged in this Complaint, generally and in the
25 allegations incorporated herein, that the COUNTY’s Mid-Valley Sanitary Landfill
26 is currently in a dangerous condition and has been in that condition since
27 approximately 1958 in that it is contaminated with toxic wastes and substances,
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1 including perchlorate; that COUNTY actively accepted for disposal in unlined
2 earthen areas of the landfill perchlorate-containing and other hazardous substances
3 and wastes from others from approximately 1958 to present; and that the hazardous
4 wastes and substances, including but not limited to perchlorate, leaked out of the
5 unlined landfill where COUNTY permitted their disposal and are now migrating
6 and contaminating various aquifers and CITY's wells. *See Bonanno v. Central*
7 *Contra Costa Transit Auth.*, 30 Cal.4th 139,1 49-151 (2003) (liability lies under
8 §835 where dangerous conditions on public agency's property cause damage to
9 adjacent property not owned by agency). -COUNTY's actions in constructing and
10 operating an unlined landfill actively accepting hazardous wastes are negligent
11 actions that constitute and have caused defective and dangerous property conditions
12 attributable to COUNTY. COUNTY had actual and constructive notice of the
13 dangerous condition of the COUNTY's Mid-Valley Sanitary Landfill under
14 Government Code section 835.2 a sufficient time prior to the injury caused by the
15 leaking of hazardous wastes and substances, including but not limited to
16 perchlorate, from the Mid-Valley Sanitary Landfill, to have taken measures to
17 protect Plaintiff's aquifer and wells against said dangerous condition.

18 127. Plaintiff is informed and believes, and based thereon alleges,
19 that Defendants negligently and improperly managed and controlled their properties
20 and facilities and negligently and improperly disposed of hazardous substances and
21 wastes, including perchlorate, onto and beneath the soil at the RASP Site by burial,
22 open burning, discharge into unlined pits and ponds, exposure to the environment,
23 and disposal at Defendant COUNTY's unlined Mid-Valley Sanitary Landfill, inter
24 alia, and failed to take any measures to prevent the migration of the hazardous
25 substances and waste thus disposed of at the RASP Site from moving vertically
26 downward and through and contaminating the soils and groundwater in the
27 beneficial use aquifer/s at and beneath the RASP Site, and migrating to, beneath
28 and into Plaintiff's property and wells.

1 128. Defendants had a duty to exercise ordinary care and skill in the
2 ownership, management, use and control of the RASP Site, and their facilities,
3 specifically with regard to the generation and disposal of hazardous substances and
4 wastes at the RASP Site.

5 129. Plaintiff is informed and believes, and based thereon alleges,
6 that Defendants negligently and improperly managed and controlled the RASP Site
7 and constituent facilities and negligently and improperly disposed of hazardous
8 substances and wastes, including perchlorate, onto and beneath the RASP Site, and
9 failed to abate and prevent the migration of the hazardous substances and wastes
10 disposed of at the RASP Site from contaminating the soils and groundwater at and
11 beneath the RASP Site, and migrating under, onto and into Plaintiff's property and
12 wells.

13 130. Plaintiff is informed and believes, and based thereon alleges,
14 that the conduct, acts and omissions of Defendants alleged hereinabove were also,
15 at the time they were committed, in violation of federal, state and/or local laws,
16 and/or in violation of Defendants' own relevant operations, cleanup, safety and/or
17 disposal procedures, and/or so palpably opposed to the dictates of common
18 prudence, that no careful person would have been guilty of such conduct, acts or
19 omissions, such that Defendants' conduct constitutes negligence per se. For
20 example, and without limitation, Defendants' actions and omissions as alleged
21 herein violated: (1) the beneficial water use provisions of Article 10, Section 2 of
22 the California Constitution by constituting waste and unreasonable use;
23 (2) California Health & Safety Code section 5411, which prohibits the discharge of
24 waste causing contamination, pollution or a nuisance; and (3) Water Code, §§13304
25 and 13350(b)(1), which prohibit the discharge of hazardous substances into state
26 waters so as to cause pollution or a nuisance.

27 131. As a proximate result of the negligence and negligence per se of
28 Defendants, including the constitutional and statutory violations set forth above,

1 Plaintiff has been damaged in an amount in excess of the minimum jurisdictional
2 limits of this Court.

3 NINTH CLAIM FOR RELIEF

4 (Continuing Trespass to Land – Against All Defendants

5 Except DOD and COUNTY)

6 132. Plaintiff refers to and incorporates by this reference the
7 allegations contained in paragraphs 1 through 131, inclusive, as though fully set
8 forth herein.

9 133. Under this claim for relief, Plaintiff seeks economic, property
10 and related damages Plaintiff has suffered that are proximately caused by the acts
11 and omissions of Defendants resulting in the environmental contamination which
12 has migrated and continues to migrate from the RASP Site, and that are found to be
13 not recoverable or available as response costs under CERCLA, not barred by the
14 provisions of CERCLA, and not to conflict or interfere with the accomplishment
15 and execution of CERCLA's objectives, potentially including, but not limited to,
16 economic and property damages incurred in the form of costs of water conservation
17 programs, loss of free use and enjoyment of CITY's property and property rights
18 (including lost recharge and storage capacity), loss of and damage to CITY's
19 proprietary interests in groundwater and groundwater resources, and all other losses
20 to CITY's economic and property rights and interests proximately caused by the
21 contamination which has migrated and continues to migrate from the RASP Site.
22 Plaintiff does not pray for duplicate recovery of response costs available under
23 CERCLA, or to recover items only properly recoverable as response costs as
24 defined by CERCLA that are inconsistent with the NCP, under this claim for relief
25 or any of its other State law tort claims for relief. The rights approved and damages
26 sought under this claim for relief and all of Plaintiff's other state law tort claims are
27 expressly preserved under CERCLA. 42 U.S.C. §§9607(e)(2), 9613(f)(1), 9614(a)-
28 (b), 9652(d); see *Beck v. Atlantic Richfield Co.*, 62 F.3d 1240, 1243 fn. 8 (9th Cir.

1 1995) (“CERCLA preserves the plaintiffs’ right to pursue state law remedies.”);
2 *Stanton Road Associates v. Lohrey Enterprises*, 984 F.2d 1015, 1021-1022 (9th Cir.
3 1993) (“[T]he express language of the statute defeats Lohrey’s contention that
4 CERCLA preempts a state law recovery.”); *U.S. ex rel Dept. of Fish and Game v.*
5 *Montrose*, 788 F.Supp. 1485, 1496 (C.D. Cal. 1992) (“[This] Court holds as a
6 matter of law that CERCLA is not an exclusive remedy, and that Defendants are
7 entitled to bring counterclaims based on *both* CERCLA and tort law.”); *City of*
8 *Merced v. Fields*, 997 F.Supp. 1376, 1336 (E.D. Cal. 1998).

9 134. The existence of contamination in the groundwater in and
10 underlying Plaintiff’s property and wells caused by the tortious and unlawful
11 disposals and releases of hazardous substances and wastes as alleged herein, and by
12 said Defendants’ failure to abate the continuing trespass, and prevent its migration
13 onto, under and into Plaintiff’s property and wells as alleged herein, constitutes a
14 trespass which has interfered with Plaintiff’s use and enjoyment of its property and
15 proprietary and other interests, which trespass is continuing because it is abatable
16 and/or because the groundwater contamination herein at issue continues to migrate,
17 move, and spread onto, under, into and across the subsurface of the contaminated
18 aquifer/s, and Plaintiff’s property and wells, and its impact has thus varied, and
19 continues to vary, over time, as heretofore alleged. CITY’s trespass claim is
20 grounded in well-established California statutory law, as evidenced by numerous
21 statutes recognizing a real property owner’s rights to sue for and obtain damages for
22 trespass. E.g., Cal. Civ. Code §§821, 826, 1708, 3281, 3282, 3283, 3333, 3334;
23 Code Civ. Proc. §338(b); *see Bonanno, supra*, 30 Cal.4th at 149-151; *Montrose,*
24 *supra*, 788 F.Supp. at 1494.

25 135. Defendants, and each of them, have threatened to, and will,
26 unless restrained by this Court, continue to maintain the trespass by failing to
27 investigate, remove, and remediate the environmental contamination which has
28 migrated and continues to migrate from the RASP Site, and each and every such

1 failure to act has been, and will be, without the consent, against the will, and in
2 violation of the rights of Plaintiff.

3 136. Unless Defendants, and each of them, are restrained by order of
4 this Court from continuing their non-responsive course of conduct in failing to
5 abate the contamination which has migrated and continues to migrate from the
6 RASP Site, it will be necessary for Plaintiff to commence many successive actions
7 against Defendants, and each of them, to secure compensation for damages
8 sustained, thus requiring a multiplicity of suits.

9 137. Unless Defendants, and each of them, are enjoined from
10 continuing their non-responsive course of conduct in failing to abate the
11 contamination which has migrated and continues to migrate from the RASP Site,
12 Plaintiff will suffer irreparable injury in that the usefulness and economic value of
13 Plaintiff's property and proprietary and other interests will be substantially
14 diminished.

15 138. As a proximate result of the trespass created by the Defendants,
16 and each of them, Plaintiff has incurred, and will continue to incur, damages and
17 costs as heretofore alleged.

18 139. Further, Defendants are liable to the extent provided by
19 California law, as preserved by CERCLA as hereinabove alleged, for all
20 consequential damages and costs arising from their creation of and failure to abate
21 the continuing trespass, including, but not limited to, the loss of free use and
22 enjoyment of Plaintiff's property.

23 140. Plaintiff is informed and believes, and based thereon alleges in
24 accordance with the relevant requirements governing sufficiency of pleadings in
25 this Court, *Bureerong v. Uvawas*, 922 F.Supp. 1450, 1480-1481 (C.D. Cal. 1996);
26 *Pease & Curren Refining, Inc. v. Spectrolab, Inc.*, 744 F.Supp. 945, 948 (C.D. Cal.
27 1990), abrogated on other grounds, 984 F.2d 1015 (9th Cir. 1993), that in creating
28 and failing to abate the continuing trespass, Defendants have acted with full

1 knowledge of the consequences and damages caused to Plaintiff, and that their
2 conduct is willful, oppressive and malicious and, accordingly, Plaintiffs are entitled
3 to punitive damages.

4 TENTH CLAIM FOR RELIEF

5 (Inverse Condemnation –Cal. Const., Art I, §19 –
6 Against Defendant COUNTY Only)

7 141. Plaintiff refers to and incorporates by this reference the
8 allegations contained in paragraphs 1 through 140, inclusive, as though fully set
9 forth herein.

10 142. Plaintiff is informed and believes, and based thereon alleges,
11 that defendant COUNTY is, and at all relevant times was, a governmental public
12 entity possessing the power of eminent domain under the laws of the State of
13 California.

14 143. As a direct and necessary result of the plan, design, maintenance
15 and operation of the unlined Mid-Valley Sanitary Landfill owned and operated by
16 Defendant COUNTY, as previously alleged in more detail, Plaintiff has been and is
17 compelled to suffer a harmful physical invasion of perchlorate contamination over,
18 onto, under and into its real property, wells, proprietary and related property
19 interests in contaminated aquifer/s and its/their groundwater resources, which
20 physical invasion has substantially interfered with and damaged Plaintiff's rights to
21 use, develop, occupy and transfer its property and proprietary rights in the
22 contaminated aquifer/s and its/their groundwater resources. The operation of the
23 Mid-Valley Sanitary Landfill in this manner and the resulting physical invasion and
24 damages from the perchlorate contamination plume has also entrenched on and
25 interfered with Plaintiff's reasonable investment-backed expectations and has
26 created a direct, peculiar and substantial burden on Plaintiff's property and property
27 rights and interests rendering them less valuable, taken and/or damaged as a result
28 of COUNTY's operations.

1 144. The above-described damages to Plaintiff's property and
2 property rights were proximately caused by Defendant COUNTY's actions in that
3 the Mid-Valley Sanitary Landfill is a substantial source of and contributor to the
4 perchlorate plume that has polluted the contaminated aquifer/s and physically
5 invaded, occupied and damaged Plaintiff's property and property rights and
6 interests.

7 145. As a result of the above-described taking and damaging of
8 Plaintiff's property, Plaintiff's damages include, but are not limited to, diminution
9 in value of Plaintiff's property and property rights; cost of well head and other
10 treatment facilities and replacement water; and costs of monitoring, investigation
11 and expert consultants, as heretofore alleged.

12 146. Plaintiff has received no compensation from Defendant
13 COUNTY for the above-described taking of and damages to its property and
14 property rights and interests, nor has Plaintiff consented to the above-described
15 physical invasion of perchlorate plume contamination or Defendant COUNTY's
16 operation and use of the Mid-Valley Sanitary Landfill Facility in a manner causing
17 and allowing such damages.

18 147. Plaintiff has incurred and will incur attorneys', appraisal,
19 engineering, hydrogeology, and other expert fees because of this proceeding, in
20 amounts that cannot yet be ascertained, which are recoverable in this action under
21 the provisions of California Code of Civil Procedure section 1036 and all applicable
22 law.

23 ELEVENTH CLAIM FOR RELIEF

24 (Declaratory Relief Pursuant to the Declaratory Judgment Act
25 (28 U.S.C. §§2201, 2202) – Against All Defendants)

26 148. Plaintiff refers to and incorporates by this reference the
27 allegations contained in paragraphs 1 through 147, inclusive, as though fully set
28 forth herein.

1 are liable to indemnify Plaintiff for all future damages and costs that may be
2 suffered by Plaintiff as a result of the contamination of Plaintiff's property and
3 proprietary interests as alleged herein, or, in the alternative, that Defendants are
4 liable to contribute to and reimburse Plaintiff for such damages and costs including,
5 without limitation, costs or damages awarded in legal or administrative actions,
6 costs of compliance with any judicial or administrative order, and costs of litigation
7 including attorneys' fees.

8 WHEREFORE, Plaintiff prays for judgment against Defendants and
9 each of them as follows.

10 AS TO THE FIRST THROUGH FOURTH CLAIMS FOR RELIEF:

11 (1) For recovery from Defendants of the necessary response costs
12 incurred by Plaintiff in response to the release and threatened release of hazardous
13 substances from and at the RASP Site as alleged herein in an amount subject to
14 proof under CERCLA, HSAA, and all applicable law;

15 (2) For recovery from Defendants of contribution under HSAA for
16 past and future recovery response costs as alleged herein in an amount subject to
17 proof;

18 (3) For a declaration of this Court that Defendants are solely liable
19 for all future response costs incurred by Plaintiff necessary to respond to the release
20 and threatened release of hazardous substances on and from the RASP Site, and for
21 contribution under HSAA, and all applicable law as alleged herein;

22 (4) For retention of jurisdiction of this action by this Court after
23 entry of the requested declaratory judgment for the granting to Plaintiff of such
24 further relief against Defendants as may be necessary or proper to effectuate the
25 declaration of this Court;

26 (5) For injunctive relief under all applicable law directing
27 Defendants to investigate, characterize and abate and remediate the environmental
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1 contamination resulting from their release of hazardous substances on and from the
2 RASP Site;

3 (6) For costs of suit;

4 (7) For attorneys' fees; and

5 (8) For such other and further relief as the Court deems just and
6 proper.

7 AS TO THE FIFTH CLAIM FOR RELIEF:

8 (1) For mandatory, preliminary, and permanent injunctive relief
9 requiring Defendants, and each of them, to take all action that is necessary to
10 investigate and abate the imminent and substantial endangerment to health and the
11 environment which exists in the contaminated aquifer/s and at and below Plaintiff's
12 property and wells from contamination which has migrated and continues to
13 migrate from the RASP Site, including conducting a "removal action" to
14 immediately abate the contaminated soil at the RASP Site (so as to eliminate a
15 source of the contamination at Plaintiff's property); requiring Defendants to
16 complete the necessary and extensive environmental investigations of the soil and
17 groundwater contamination at the RASP Site, the contaminated aquifer/s and at
18 Plaintiff's property which has migrated, and continues to migrate, from the RASP
19 Site; and requiring Defendants to analyze the remedial alternatives and to
20 implement the appropriate remedy consistent with the NCP to abate and remediate
21 the environmental contamination which has migrated and continues to migrate from
22 the RASP Site;

23 (2) For costs of suit incurred herein;

24 (3) For attorneys' fees; and,

25 (4) For such other and further relief as the Court may deem just and
26 proper.

1 AS TO THE SIXTH, SEVENTH, AND NINTH CLAIMS FOR RELIEF:

2 (1) For general damages consistent with CERCLA and California
3 law in an amount to be determined at trial caused by the contamination which has
4 migrated and continues to migrate from the RASP Site as alleged herein;

5 (2) For special damages consistent with CERCLA and California
6 law in an amount to be determined at trial caused by the contamination which has
7 migrated and continues to migrate from the RASP Site as alleged herein;

8 (3) For punitive damages (except as against Defendant COUNTY)
9 in an amount to be determined at trial due to said Defendants' conduct and actions
10 in connection with the contamination which has migrated and continues to migrate
11 from the RASP Site as alleged herein;

12 (4) For such other and further relief as the Court may deem just and
13 proper.

14 AS TO THE EIGHTH CLAIM FOR RELIEF:

15 (1) For general damages consistent with CERCLA and California
16 law in an amount to be determined at trial caused by the contamination which has
17 migrated and continues to migrate from the RASP Site as alleged herein;

18 (2) For special damages consistent with CERCLA and California
19 law in an amount to be determined at trial caused by the contamination which has
20 migrated and continues to migrate from the RASP Site as alleged herein;

21 (3) For costs of suit incurred herein; and

22 (4) For such other and further relief as the Court may deem just and
23 proper.

24 AS TO THE TENTH CLAIM FOR RELIEF

25 (1) For damages against Defendant COUNTY for inverse
26 condemnation of Plaintiff's property and property rights in an amount to be
27 determined at the time of trial with interest thereon at the legal rate from the date of
28 the damages;

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(2) For reasonable attorneys', appraisal, engineering, hydrogeology and other expert fees according to proof;

(3) For costs of suit incurred herein; and

(4) For such other and further relief as the Court may deem just and proper.

AS TO THE ELEVENTH AND TWELFTH CLAIMS FOR RELIEF

(1) For declaratory relief and judgment determining the respective legal rights and obligations of all the parties to this action;

(2) For costs of suit incurred herein; and

(3) For such other and further relief as the Court may deem just and proper.

Plaintiff demands a jury trial in this matter pursuant to F.R.C.P. 38, and all applicable law.

Dated: August 26, 2005

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FILED
CLERK U.S. DISTRICT COURT
AUG 17 2004
CENTRAL DISTRICT OF CALIFORNIA
EASTERN DIVISION BY DEPUTY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CITY OF RIALTO, a
California Municipal
corporation, et al ,

Plaintiffs,

v

UNITED STATES DEPARTMENT
OF DEFENSE, et al.,

Defendants

Case No EDCV 04-00079-
VAP(SSx)

**AMENDED CASE MANAGEMENT
ORDER NO. 2**

Pursuant to Rule 16 of the Federal Rules of Civil
Procedure, the Court finds that entry of this Order is
necessary to establish early and continuing control so
that the case will not be protracted because of a lack of
management, and to avoid undue burden and expense on
behalf of the parties and the Court.

//
//

DOCKETED ON CM
AUG 18 2004
BY [signature] 045

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1 **I. CASE MANAGEMENT**

2 **A. Proposed Discovery Phases**

3 Discovery shall be phased as follows

4 Phase I (Liability)

5 a. Part One - Plaintiffs' third party defense
6 to CERCLA liability

7 b Part Two - Liability of each Defendant

8 Phase II (Damages and Allocation):

9 a Part One - Plaintiffs' Damages

10 b Part Two - Allocation Trial for Remaining
11 Parties

12 The details and schedule for Phase I are set forth below

13 A further case management conference shall be
14 held for Phase II upon the conclusion of Phase I

15

16 **B. Cross-Claims, Counterclaims, and Third Party**
17 **Claims**

18 Defendants' answers shall be deemed to include
19 cross-claims for contribution and declaratory relief
20 under CERCLA section 113(f), 42 U.S C § 9613(f) against
21 all separately represented Defendants, including any new
22 Defendants brought into this action at a later date
23 ("Original Cross-Claims") All such Original Cross-
24 Claims shall be deemed denied upon filing and shall be
25 deemed to include the affirmative defenses set forth in
26 Exhibit C to the Joint Rule 26(f) Conference Report filed
27 by Defendants on June 21, 2004

28

1 All other cross-claims and counterclaims shall
 2 be filed on or before February 1, 2005 ("Other Cross and
 3 Counterclaims"). All responses to Other Cross and
 4 Counterclaims shall be filed on or before March 15, 2005
 5 Any additional affirmative defenses not set forth in said
 6 Exhibit C may be filed by any party on or before March
 7 15, 2005.

8 Plaintiffs may name and join additional
 9 defendants without leave of court on or before February
 10 1, 2005 Defendants may file third party claims to join
 11 additional parties without leave of Court on or before
 12 February 1, 2005.

13
 14 **II. DISCOVERY PLAN**

15 **A. Phase I Discovery - Rule 26(f) (2)**

16 The discovery, expert witness disclosure, and
 17 dispositive motion schedule for Phase I - Part One
 18 (Plaintiffs' Third Party Defense to liability under
 19 Section 107(b) (3) of CERCLA, 42 U S C § 9607(b) (3)) and
 20 Phase I - Part Two (the liability of each Defendant),
 21 shall be as follows:

Date	Phase I (Liability)
July 1, 2005	Completion of document discovery (motions to compel document discovery to be set for hearing no later than this date)
August 1, 2005	Completion of fact discovery including depositions of percipient and aged witnesses (motions to compel fact discovery to be set for hearing no later than this date)

1 2	September 5, 2005	Disclosure of experts and their reports per Rule 26(a)(2)
3	October 3, 2005	Disclosure of rebuttal experts and their reports per Rule 26(a)(2)
4 5	December 5, 2005	Completion of expert depositions (motions to compel expert discovery to be set for hearing no later than this date)
6 7	February 13, 2006	Final date to set summary judgment motions for hearing on Plaintiffs' 107(b)(3) defenses
8 9	March 6, 2006 at 1:30 p m	Status Conference regarding Phase I - Part One
10 11	June 19, 2006	Final date to set summary judgment motions for hearing on liability of Defendants (collectively or individually)
12 13	July 10, 2006 at 1:30 p m.	Status Conference regarding Phase I - Part Two

15 **B. Changes on the Limitations on Discovery - Rule**
 16 **26(f)(3)**

17 **1. Interrogatories, Requests for Admissions,**
 18 **and Requests for Production of Documents**

19 Except as provided herein, written discovery
 20 during Phase I shall be per the Federal Rules of Civil
 21 Procedure, including Plaintiffs' obligations under Rule
 22 26 regarding disclosure of their claimed damages

23 Defendants shall coordinate service of
 24 written discovery requests to Plaintiffs on issues common
 25 to all Defendants and on the issue of Plaintiffs'
 26 defenses to liability, to avoid the burden on Plaintiffs
 27 of responding to duplicative sets of discovery, in a
 28

1 manner to be determined by Defendants by mutual
2 agreement. Any set of such coordinated written discovery
3 propounded by Defendants on Plaintiffs in Phase One -
4 Part One shall be clearly labeled as a "Coordinated
5 Discovery Request "

6 Coordinated interrogatories propounded
7 during Phase I - Part One shall not be counted against
8 the numerical limit set forth in Fed R Civ P 33(a)
9 for any Defendant Defendants shall be permitted to
10 propound 75 interrogatories as Coordinated Discovery
11 Request(s) .

12 The parties shall meet and confer before
13 August 20, 2004 regarding admission of documents produced
14 in this action in electronic format on a CD-ROM and/or
15 comparable electronic media in a depository In the
16 event that the parties are not able to reach agreement,
17 the parties may present proposals as to a Case Management
18 Order No. 3 relating to document productions no later
19 than August 28, 2004

20 Each party shall Bates label all documents
21 produced by that party and reasonably identify the party
22 producing the documents.

23 If no responsive documents exist, the party
24 shall serve a declaration under penalty of perjury
25 setting forth in detail the efforts made to locate the
26 documents and verifying their non-existence. If some but
27 not all responsive documents are available, that party

28

1 shall service a declaration under penalty of perjury
2 setting forth the efforts made to obtain the document and
3 the location of the document if known.

4 All documents that refer, relate to or
5 support claims or defenses in this action, which are
6 discovered or generated after the date of production set
7 forth herein shall be produced within thirty (30) days
8 after discovery or generation of such documents, with
9 written notice of said production being provided to all
10 counsel

11

12 2. Depositions

13 The limitation on the number of depositions
14 set forth in Fed R. Civ P 30(a)(2) is waived. The
15 length of any deposition shall be limited to no more than
16 seven (7) hours on any one day and no more than a total
17 of twenty-one (21) hours (exclusive of breaks) The
18 parties shall meet and confer concerning proposed
19 depositions and a schedule therefor. Nothing herein
20 shall be construed to prohibit any party or witness from
21 seeking a protective order or other relief

22

23 3. Property Inspections

24 All Defendants who are owners of property
25 within the RASP area shall make their land available for
26 a joint inspection by all other parties on or before
27 January 1, 2005 The parties shall meet and confer to

28

1 establish a schedule and procedure for the visual
2 inspections. The property inspection referenced herein
3 shall be without prejudice to the parties' rights to
4 conduct further or other investigations pursuant to
5 Federal Rule of Civil Procedure 34

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9 IT IS SO ORDERED.

10

11 Dated August 16, 2004

Virginia A. Phillips
VIRGINIA A. PHILLIPS
United States District Judge

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9 GOODRICH CORPORATION

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 WESTERN DIVISION

13 CITY OF COLTON,
14 Plaintiffs,
15 v.

16 AMERICAN PROMOTIONAL
17 EVENTS, INC. – WEST, et. al.
18 Defendants.

CASE NO. CV 04-00079 PSG (SSx)
**GOODRICH CORPORATION'S
NOTICE OF THE CONTINUED
VIDEOTAPED DEPOSITION OF
KURT BERCHTOLD**

Date: March 8, 2007
Time: 10:00 a.m.
Place: Gibson Dunn & Crutcher
333 South Grand Avenue
Los Angeles, CA 90071

19 AND RELATED CONSOLIDATED
20 ACTIONS

21
22 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD IN THIS
23 ACTION:

24 PLEASE TAKE NOTICE THAT THE DEPOSITION OF Kurt Berchtold will
25 be taken at the offices of Gibson Dunn & Crutcher, 333 South Grand Avenue, Los
26 Angeles, CA 90071 on March 8, 2007 at 10:00 a.m. The deposition will be taken upon
27 oral examination, under oath before a qualified notary public or certified court reporter
28 and will continue day to day thereafter until completed.

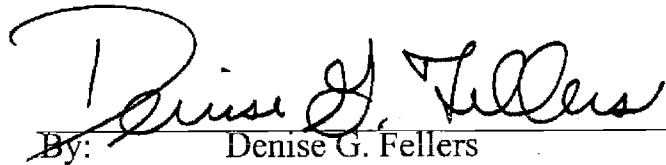
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The deponent is not a party to this action.

PLEASE TAKE FURTHER NOTICE that the deposing party intends to cause the proceedings to be recorded by both videographic and stenographic methods, and also through the instant visual display of testimony, as provided for by and in accordance with all applicable law.

DATED: February 27, 2007

GIBSON, DUNN & CRUTCHER LLP


By: _____

Denise G. Fellers

Attorneys for GOODRICH CORPORATION

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**CITY OF COLTON, v.
AMERICAN PROMOTIONAL EVENTS, INC. - WEST, et al.
CASE NO. CV 04-00079 PSG (SSx)**

PROOF OF SERVICE THROUGH LEXISNEXIS FILE AND SERVE

I, Kristina Eckert, the undersigned, hereby declare as follows:

1. I am over the age of 18 years and am not a party to these cases. I am employed by counsel of record in the above cases.
2. My business address is 333 South Grand Avenue, Los Angeles, California 90067.
3. On February 27, 2007, I served a copy of the attached document titled exactly:

**"GOODRICH CORPORATION'S NOTICE OF THE
VIDEOTAPED DEPOSITION OF KURT BERCHTOLD"**

- a. X Posting it directly on the Lexis Nexis File & Sever website, <http://fileandserve.lexisnexis.com>.
- b. Sending it via facsimile transmission to LexisNexis at the fax number (866) 269-5619 at approximately p.m. local time.
- c. Placing it in an addressed, sealed envelope clearly labeled to LexisNexis, 611 West Sixth Street, Suite 1900, Los Angeles, CA 90017 and causing it to be deposited with either United Parcel Service by overnight delivery or the U.S. Postal Service on that date following my firm's ordinary business practices.

I declare under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct. Executed on February 27, 2007 at Los Angeles, California.

Kristina Eckert

Issued by the
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SUBPOENA IN A CIVIL CASE

CITY OF COLTON
v.
AMERICAN PROMOTIONAL EVENTS, INC. - WEST, et. al.

Case Number: ¹ ¹ ED CV 04-00079-PSG (SSx)
Central District of California

TO: Kurt Berchtold
Santa Ana Regional Water Quality Control Board
3737 Main Street, Suite 500
Riverside, CA 92501

YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

X YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case. The deposition will be taken by both videographic and stenographic methods.

PLACE OF DEPOSITION	DATE AND TIME
Gibson Dunn & Crutcher, 333 South Grand Avenue, Los Angeles, CA 90071	March 8, 2007 at 10:00 a.m.

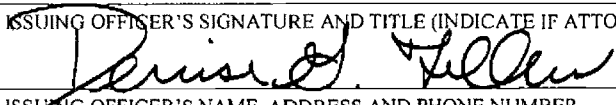
YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

PLACE	DATE AND TIME

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
	February 27, 2007

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER
Denise G. Fellers, Esq., Gibson, Dunn & Crutcher, LLP, 333 S. Grand Ave., Los Angeles, CA 90071 (213) 229-7000
Attorney for Defendant, Goodrich Corporation

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on next page)

¹If action is pending in district other than district of issuance, state district under case number.

PROOF OF SERVICE

DATE

PLACE

SERVED:

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend

trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.



Feb 27 2007
3:58PM

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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 WESTERN DIVISION

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12 CITY OF COLTON,
13 Plaintiffs,

14 v.

15 AMERICAN PROMOTIONAL
16 EVENTS, INC. – WEST, et. al.
17 Defendants.

CASE NO. CV 04-00079 PSG (SSx)

**GOODRICH CORPORATION'S
NOTICE OF THE CONTINUED
VIDEOTAPED DEPOSITION OF
KAMRON SAREMI**

Date: March 9 & March 15, 2007
Time: 10:00 a.m.
Place: Gibson Dunn & Crutcher
333 South Grand Avenue
Los Angeles, CA 90071

18
19 AND RELATED CONSOLIDATED
20 ACTIONS

21
22 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD IN THIS
23 ACTION:

24 PLEASE TAKE NOTICE THAT THE DEPOSITION OF Kamron Saremi will
25 be taken at the offices of Gibson Dunn & Crutcher, 333 South Grand Avenue, Los
26 Angeles, CA 90071 on March 9, 2007 and March 15, 2007 at 10:00 a.m. The
27 deposition will be taken upon oral examination, under oath before a qualified notary
28

1 public or certified court reporter and will continue day to day thereafter until
2 completed.

3 The deponent is not a party to this action.

4 PLEASE TAKE FURTHER NOTICE that the deposing party intends to cause
5 the proceedings to be recorded by both videographic and stenographic methods, and
6 also through the instant visual display of testimony, as provided for by and in
7 accordance with all applicable law.

8 DATED: February 27, 2007

GIBSON, DUNN & CRUTCHER LLP

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11 
12 By: Denise G. Fellers

13 Attorneys for GOODRICH CORPORATION
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**CITY OF COLTON, v.
AMERICAN PROMOTIONAL EVENTS, INC. - WEST, et al.
CASE NO. CV 04-00079 PSG (SSx)**

PROOF OF SERVICE THROUGH LEXISNEXIS FILE AND SERVE

I, Kristina Eckert, the undersigned, hereby declare as follows:

1. I am over the age of 18 years and am not a party to these cases. I am employed by counsel of record in the above cases.
2. My business address is 333 South Grand Avenue, Los Angeles, California 90067.
3. On February 27, 2007, I served a copy of the attached document titled exactly:

**"GOODRICH CORPORATION'S NOTICE OF THE
VIDEOTAPED DEPOSITION OF KAMRON SAREMI"**

- a. X Posting it directly on the Lexis Nexis File & Sever website, <http://fileandserve.lexisnexis.com>.
- b. _____ Sending it via facsimile transmission to LexisNexis at the fax number (866) 269-5619 at approximately _____ p.m. local time.
- c. _____ Placing it in an addressed, sealed envelope clearly labeled to LexisNexis, 611 West Sixth Street, Suite 1900, Los Angeles, CA 90017 and causing it to be deposited with either United Parcel Service by overnight delivery or the U.S. Postal Service on that date following my firm's ordinary business practices.

I declare under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct. Executed on February 27, 2007 at Los Angeles, California.

Kristina Eckert

Issued by the
UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

SUBPOENA IN A CIVIL CASE

CITY OF COLTON
 v.
 AMERICAN PROMOTIONAL EVENTS, INC. - WEST, et. al

Case Number: ¹ ED CV 04-00079-PSG (SSx)
 Central District of California

TO: Kamron Saremi
 Santa Ana Regional Water Quality Control Board
 3737 Main Street, Suite 500
 Riverside, CA 92501

YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

X YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case. The deposition will be taken by both videographic and stenographic methods.


PLACE OF DEPOSITION	DATE AND TIME
Gibson Dunn & Crutcher, 333 South Grand Avenue, Los Angeles, CA 90071	March 9 & March 15, 2007 at 10:00 a.m.

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

PLACE	DATE AND TIME
YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.	

PREMISES	DATE AND TIME
----------	---------------

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
	February 27, 2007
ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER	
Denise G. Fellers, Esq., Gibson, Dunn & Crutcher, LLP, 333 S. Grand Ave., Los Angeles, CA 90071 (213) 229-7000 Attorney for Defendant, Goodrich Corporation	

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on next page)

¹If action is pending in district other than district of issuance, state district under case number.

PROOF OF SERVICE

DATE

PLACE

SERVED:

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend

trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.



13950917

Feb 27 2007
3:58PM

1 ROBERT D. WYATT (BAR NO. 73240)
 2 JAMES L. MEEDER (BAR NO. 62114)
 3 HENRY LERNER (BAR NO. 77166)
 4 GARY A. SLOBODA (BAR NO. 209581)
 5 ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP
 6 Three Embarcadero Center, 12th Floor
 7 San Francisco, California 94111
 8 Phone: (415) 837-1515
 9 Fax: (415) 837-1516

6 Attorneys for Defendants
 7 EMHART INDUSTRIES, INC., BLACK &
 8 DECKER INC., AND KWIKSET LOCKS, INC.

9 UNITED STATES DISTRICT COURT
 10 CENTRAL DISTRICT OF CALIFORNIA

11 CITY OF RIALTO, a California
 12 municipal corporation, et al.,

13 Plaintiffs,

14 vs.

15 UNITED STATES DEPARTMENT
 16 OF DEFENSE, et al.,

17 Defendants.

ED CV 04-00079 PSG (SSx)

**EMHART INDUSTRIES, INC.'S
 NOTICE OF DEPOSITION OF
 GERARD THIBEAULT**

Date: March 8, 2007

Time: 10:00 a.m.

Loc.: Santa Ana Regional Water Quality
 Control Board, 3737 Main Street,
 Suite 500, Riverside, California
 92501-3339

18 AND RELATED CASES.
 19

20
 21 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD IN THIS
 22 ACTION:
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1 PLEASE TAKE NOTICE that on March 8, 2007, the deposition of Gerard
2 Thibeault, will taken at 10:00 a.m. at the Santa Ana Regional Water Quality Control
3 Board, 3737 Main Street, Suite 500, Riverside, California 92501-3339, pursuant to
4 the attached Subpoena, by attorneys for Defendants Emhart Industries, Inc. and
5 Kwikset Locks, Inc. The deposition will be taken upon oral examination, under
6 oath, before a qualified notary public or certified court reporter, and will continue
7 from day to day thereafter until completed.
8

9 PLEASE TAKE FURTHER NOTICE that the deposing party intends to cause
10 the proceedings to be recorded stenographically and on videographic and Live Note
11 or other instant visual display may be used, as provided for by and in accordance
12 with all applicable law.

13 Dated: February 27, 2007

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP

14
15
16 By: 

GARY SLOBODA
Attorneys for Defendants
EMHART INDUSTRIES, INC. AND
KWIKSET LOCKS, INC.

EXHIBIT A

Issued by the
UNITED STATES DISTRICT COURT

 CENTRAL DISTRICT OF CALIFORNIA

CITY OF RIALTO, a California municipal corporation, et al.,

SUBPOENA IN A CIVIL CASE

v.
 UNITED STATES DEPARTMENT OF DEFENSE, et al.,

Case Number: ¹ ED CV 04-00079 PGS (SSx)

TO: Gerard Thibeault
 Santa Ana Regional Water Quality Board
 3737 Main Street, Suite 500, Riverside, California 92501-3339

YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION Santa Ana Regional Water Quality Control Board, 3737 Main Street, Suite 500, Riverside, CA 92501-3339	DATE AND TIME March 8, 2007 10:00 a.m.
--	--

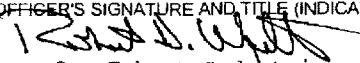
YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

PLACE	DATE AND TIME

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)  Attorneys for Emhart Industries, Inc. & Kwikset Locks, Inc.	DATE February 27, 2007
---	---------------------------

ISSUING OFFICER'S NAME ADDRESS AND TELEPHONE NUMBER
 Robert D. Wyatt, Allen Matkins Leck Gamble Mallory & Natsis LLP
 3 Embarcadero Center, 12th Floor, San Francisco, CA 94111; Tel: 415.837.1515

(See Rule 45, Federal Rules of Civil Procedure, parts C & D on reverse)

¹ If action is pending in district other than district of issuance, state district under case number.

PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____
DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(e) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to

the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or the demanding party to contest the claim.

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or if the party in who behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

5 DECLARATION OF SERVICE THROUGH
6 LEXISNEXIS FILE AND SERVE

7 I, JUDITH HIDDE, the undersigned, hereby declare as follows:

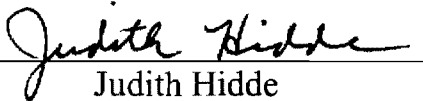
8 1. I am over the age of eighteen years and not a party to this action.

9 2. My business address is Allen Matkins Leck Gamble Mallory &
10 Natsis LLP, Three Embarcadero Center, 12th Floor, San Francisco, California
11 94111.

12 3. On February 27, 2007, I served a copy of the foregoing **EMHART**
13 **INDUSTRIES, INC.'S NOTICE OF DEPOSITION OF GERARD**
14 **THIBEAULT** by posting it directly on the LexisNexis File and Serve website,
15 *https://fileandserve.lexisnexus.com*, before 5:00 p.m. local time.

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

18 Executed on February 27, 2007, at San Francisco, California.
19
20

21 
22 Judith Hidde
23
24
25
26
27
28



Feb 27 2007
4:01PM

1 ROBERT D. WYATT (BAR NO. 73240)
2 JAMES L. MEEDER (BAR NO. 62114)
3 HENRY LERNER (BAR NO. 77166)
4 GARY A. SLOBODA (BAR NO. 209581)
5 ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP
6 Three Embarcadero Center, 12th Floor
7 San Francisco, California 94111
8 Phone: (415) 837-1515
9 Fax: (415) 837-1516

10 Attorneys for Defendants
11 EMHART INDUSTRIES, INC., BLACK &
12 DECKER INC., AND KWIKSET LOCKS, INC.

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA

15 CITY OF RIALTO, a California
16 municipal corporation, et al.,

17 Plaintiffs,

18 vs.

19 UNITED STATES DEPARTMENT
20 OF DEFENSE, et al.,

21 Defendants.

ED CV 04-00079 PSG (SSx)

**EMHART INDUSTRIES, INC.'S
NOTICE OF DEPOSITION OF
ROBERT HOLUB**

Date: March 9-10, 2007

Time: 10:00 a.m.

Loc.: Santa Ana Regional Water Quality
Control Board, 3737 Main Street,
Suite 500, Riverside, California
92501-3339

22 AND RELATED CASES.

23 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD IN THIS
24 ACTION:
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Exhibit G

1 PLEASE TAKE NOTICE that on March 9-10, 2007, the deposition of Robert
2 Holub, will taken at 10:00 a.m. at the Santa Ana Regional Water Quality Control
3 Board, 3737 Main Street, Suite 500, Riverside, California 92501-3339, pursuant to
4 the attached Subpoena, by attorneys for Defendants Emhart Industries, Inc. and
5 Kwikset Locks, Inc. The deposition will be taken upon oral examination, under
6 oath, before a qualified notary public or certified court reporter, and will continue
7 from day to day thereafter until completed.

8 PLEASE TAKE FURTHER NOTICE that the deposing party intends to cause
9 the proceedings to be recorded stenographically and on videographic and Live Note
10 or other instant visual display may be used, as provided for by and in accordance
11 with all applicable law.
12

13 Dated: February 27, 2007

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP

14
15
16 By: 

GARY SLOBODA
Attorneys for Defendants
EMHART INDUSTRIES, INC. AND
KWIKSET LOCKS, INC.

EXHIBIT A

Issued by the
UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

CITY OF RIALTO, a California municipal corporation, et al.,

SUBPOENA IN A CIVIL CASE

v.
 UNITED STATES DEPARTMENT OF DEFENSE, et al.,

Case Number: ED CV 04-00079 PGS (SSx)

TO: Robert Holub
 Santa Ana Regional Water Quality Control Board
 3737 Main Street, Suite 500, Riverside, California 92501-3339

YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION Santa Ana Regional Water Quality Control Board, 3737 Main Street, Suite 500, Riverside, CA 92501-3339	DATE AND TIME March 9 & 10, 2007 10:00 a.m.
--	---

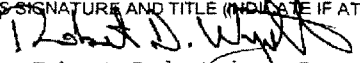
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PLACE	DATE AND TIME

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)  Attorneys for Emhart Industries, Inc. & Kwikset Locks, Inc.	DATE February 27, 2007
---	---------------------------

ISSUING OFFICER'S NAME ADDRESS AND TELEPHONE NUMBER
 Robert D. Wyatt, Allen Matkins Leck Gamble Mallory & Natsis LLP
 3 Embarcadero Center, 12th Floor, San Francisco, CA 94111; Tel: 415.837.1515

(See Rule 45, Federal Rules of Civil Procedure, parts C & D on reverse)

¹ If action is pending in district other than district of issuance, state district under case number.

PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____
DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

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(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

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(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to

the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or the demanding party to contest the claim.

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or if the party in who behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

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(2) When information subject to a subpoena is withheld on a claim that is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

5 **DECLARATION OF SERVICE THROUGH**
6 **LEXISNEXIS FILE AND SERVE**

7 I, JUDITH HIDDE, the undersigned, hereby declare as follows:

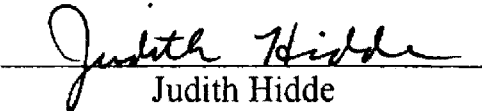
8 1. I am over the age of eighteen years and not a party to this action.

9 2. My business address is Allen Matkins Leck Gamble Mallory &
10 Natsis LLP, Three Embarcadero Center, 12th Floor, San Francisco, California
11 94111.

12 3. On February 27, 2007, I served a copy of the foregoing **EMHART**
13 **INDUSTRIES, INC.'S NOTICE OF DEPOSITION OF ROBERT HOLUB** by
14 posting it directly on the LexisNexis File and Serve website,
15 *https://fileandserve.lexisnexus.com*, before 5:00 p.m. local time.

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

18 Executed on February 27, 2007, at San Francisco, California.
19

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21 
22 Judith Hidde
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Mar 2 2007
3:58PM

1 ROBERT D. WYATT (BAR NO. 73240)
2 JAMES L. MEEDER (BAR NO. 62114)
3 HENRY LERNER (BAR NO. 77166)
4 GARY A. SLOBODA (BAR NO. 209581)
5 ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP
6 Three Embarcadero Center, 12th Floor
7 San Francisco, California 94111
8 Phone: (415) 837-1515
9 Fax: (415) 837-1516

10 Attorneys for Defendants
11 EMHART INDUSTRIES, INC., BLACK &
12 DECKER INC., AND KWIKSET LOCKS, INC.

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA

15 CITY OF RIALTO, a California
16 municipal corporation, et al.,

17 Plaintiffs,

18 vs.

19 UNITED STATES DEPARTMENT
20 OF DEFENSE, et al.,

21 Defendants.

ED CV 04-00079 PSG (SSx)

**EMHART INDUSTRIES, INC.'S
NOTICE OF DEPOSITION OF
WILLIAM SCHROEDER**

Date: March 15, 2007

Time: 10:00 a.m.

Loc.: Hutchings Court Reporters LLC,
3403 10th Street, Riverside, CA

22 AND RELATED CASES.

23 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD IN THIS
24 ACTION:
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Exhibit H

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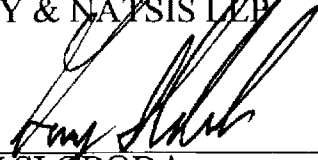
PLEASE TAKE NOTICE that on March 15, 2007, the deposition of William Schroeder, will taken at 10:00 a.m. at Hutchings Court Reporters, 3403 10th Street, Riverside, CA, pursuant to the attached Subpoena, by attorneys for Defendants Emhart Industries, Inc. and Kwikset Locks, Inc. The deposition will be taken upon oral examination, under oath, before a qualified notary public or certified court reporter, and will continue from day to day thereafter until completed.

PLEASE TAKE FURTHER NOTICE that the deposing party intends to cause the proceedings to be recorded stenographically and on videographic and Live Note or other instant visual display may be used, as provided for by and in accordance with all applicable law.

Dated: March 2, 2007

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP

By:



GARY SLOBODA
Attorneys for Defendants
EMHART INDUSTRIES, INC. AND
KWIKSET LOCKS, INC.

EXHIBIT A

Issued by the
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CITY OF RIALTO, a California municipal corporation, et al.,

SUBPOENA IN A CIVIL CASE

v.
UNITED STATES DEPARTMENT OF DEFENSE, et al.,

Case Number: ¹ ED CV 04-00079 PSG (SSx)

TO: William Schroeder
29050 Citation Avenue
Sun City, California 92585

YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION Hutchings Court Reporters LLC, 3403 10th Street, Suite 640, Riverside, CA 92501	DATE AND TIME March 15, 2007 10:00 a.m.
---	---

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

PLACE	DATE AND TIME
-------	---------------

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
----------	---------------

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT) Attorneys for Emhart Industries, Inc. & Kwikset Locks, Inc.	DATE March 2, 2007
--	-----------------------

ISSUING OFFICER'S NAME ADDRESS AND TELEPHONE NUMBER Gary A. Sloboda, Allen Matkins Leck Gamble Mallory & Natsis LLP 3 Embarcadero Center, 12th Floor, San Francisco, CA 94111; Tel: 415.837.1515
--

(See Rule 45, Federal Rules of Civil Procedure, parts C & D on reverse)

¹ If action is pending in district other than district of issuance, state district under case number.

PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____
DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to

the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or the demanding party to contest the claim.

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

5 DECLARATION OF SERVICE THROUGH
6 LEXISNEXIS FILE AND SERVE

7 I, JUDITH HIDDE, the undersigned, hereby declare as follows:

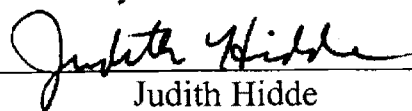
8 1. I am over the age of eighteen years and not a party to this action.

9 2. My business address is Allen Matkins Leck Gamble Mallory &
10 Natsis LLP, Three Embarcadero Center, 12th Floor, San Francisco, California
11 94111.

12 3. On March 2, 2007, I served a copy of the foregoing **EMHART**
13 **INDUSTRIES, INC.'S NOTICE OF DEPOSITION OF WILLIAM**
14 **SCHROEDER** by posting it directly on the LexisNexis File and Serve website,
15 *https://fileandserve.lexisnexus.com*, before 5:00 p.m. local time.

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

18 Executed on March 2, 2007, at San Francisco, California.
19

20
21 
22 Judith Hidde



Feb 27 2007
2:58PM

1 Philip C. Hunsucker (SBN: 135860)
2 Brian L. Zagon (SBN: 142403)
3 Allison E. McAdam (SBN: 226836)
4 RESOLUTION LAW GROUP, P.C.
5 3717 Mt. Diablo Blvd., Suite 200
6 Lafayette, CA 94549
7 Telephone No.: (925) 284-0840
8 Facsimile No.: (925) 284-0870
9 phunsucker@reslawgrp.com
10 bzagon@reslawgrp.com
11 amcadam@reslawgrp.com

12 David C. Solinger (SBN: 73833)
13 Erik S. Mroz (SBN: 229241)
14 RESOLUTION LAW GROUP, P.C.
15 21800 Oxnard Street, Suite 780
16 Woodland Hills, CA 91367
17 Telephone No.: (818) 598-8340
18 Facsimile No.: (818) 598-8339
19 dsolinger@reslawgrp.com
20 emroz@reslawgrp.com

21 Attorneys for Defendant
22 PYRO SPECTACULARS, INC.

23
24
25
26
27
28
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

17 CITY OF RIALTO, et al.,

18 Plaintiffs,

19 v.

20
21 UNITED STATES DEPARTMENT OF
22 DEFENSE, et al.,

23 Defendants.

Case No.: ED-CV 04-00079 PSG (SSx)

Honorable Philip S. Gutierrez

**PYRO SPECTACULARS, INC.'S NOTICE OF
VIDEOTAPED DEPOSITION OF GARY LASS**

Date: March 14, 2007
Time: 10:00 a.m.
Place: Hutchings Court Reporters, LLC
3403 10th St., Ste. 640
Riverside, CA 92501

27 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD IN THIS ACTION:

28 PLEASE TAKE NOTICE THAT THE VIDEOTAPED DEPOSITION of Gary Lass will

Exhibit I

1 be taken at Hutchings Court Reporters, LLC, 3403 10th Street, Suite 640, Riverside,
2 California 92501 on March 14, 2007 at 10:00 a.m. The deposition will be taken upon oral
3 examination, under oath before a qualified notary public or certified court reporter and will
4 continue day to day thereafter until completed. The deponent is not a party to this action.
5 A true and correct copy of the Subpoena in a Civil Case is attached hereto as Exhibit A.
6 Further, the deponent is commanded to produce and permit inspection and copying of
7 certain documents as indicated in Attachment A to Subpoena.

8 PLEASE TAKE FURTHER NOTICE that the deposing party intends to cause the
9 proceedings to be recorded by both videographic and stenographic methods, and also
10 through the instant visual display of testimony, as provided for, by and in accordance with
11 all applicable law.

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DATED: February 27, 2007

RESOLUTION LAW GROUP, P.C.

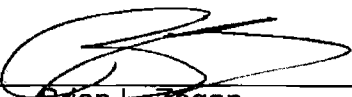
By: 
Brian L. Zagon
Attorneys for Defendant
Pyro Spectaculars, Inc.

EXHIBIT A

Issued by the
UNITED STATES DISTRICT COURT
 Central DISTRICT OF CALIFORNIA

CITY OF RIALTO, et al.

SUBPOENA IN A CIVIL CASE

v.
 U.S. Department of Defense, et al.

Case Number: ¹ EDCV 04-00079 PSG(SSx)

TO: Gary Lass c/o Martin Refkin, Esq., Gallagher & Gallagher, P.C., 1925
 Century Park East, Suite 950, Los Angeles, CA 90067

YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case. This deposition will be videotaped as well as stenographed.

PLACE OF DEPOSITION Hutchings Court Reporters, LLC 3403 10th St., Ste. 640, Riverside, CA 92501	DATE AND TIME March 14, 2007 10:00 a.m.
---	---

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):
 See Attachment A hereto.

PLACE Hutchings Court Reporters, LLC 3403 10th St., Ste. 640, Riverside, CA 92501	DATE AND TIME March 14, 2007 10:00 a.m.
---	---

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
----------	---------------

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT) Attorney for Defendant, Pyro Spectaculars, Inc.	DATE 2/27/07
--	-----------------

ISSUING OFFICER'S NAME ADDRESS AND TELEPHONE NUMBER Brian L. Zagon, Esq., Resolution Law Group, P.C., 3717 Mt. Diablo Blvd., Ste. 200, Lafayette, CA 94549 (925) 284-0840	
--	--

(See Rule 45, Federal Rules of Civil Procedure, parts C & D on reverse)

¹ If action is pending in district other than district of issuance, state district under case number.

PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to

the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or the demanding party to contest the claim.

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or if the party in who behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

ATTACHMENT A

I. DEFINITIONS

1. "COUNTY" means the County of San Bernardino, California and includes all departments, agencies, boards, commissions, consultants, representatives, agents and attorneys working on behalf of the County of San Bernardino, California.

2. "DOCUMENT" means any kind of written, typewritten, printed or graphic material within the scope of the Federal Rules of Civil Procedure 34(a), including, but not limited to: notes, memoranda, letters, photographs, logs, models, telegrams, book accounts, microfilm, inter-office communications, reports, drafts of documents, whether used or unused, calendars, appointment books, diaries, messages, communiques, invoices, bills of lading, receipts, purchase orders, stock certificates, bylaws, certificates, or any other form of "writing" as defined in Federal Rule of Evidence 1001.

"DOCUMENT" also means all electronic media including, but not limited to: facsimiles, spreadsheets, database files, text files, AutoCAD maps, charts, digitized images, maps, geographic information files and electronic mail (email). The term "DOCUMENT" further includes all copies of documents where the copy is not identical to the original.

A request for "DOCUMENTS" is a request for any and all DOCUMENTS within the category described.

3. "RABSP" means the former Rialto Ammunition Backup Storage Point.

4. "REFER OR RELATE TO" means constituting, concerning, comprising, referencing, containing, mentioning, discussing, summarizing, showing, describing, supporting, contradicting, reflecting, analyzing, touching upon, pertaining to, alluding to, responding to, evidencing, or addressing in any way.

5. "RWQCB" means the Santa Ana Regional Water Quality Control Board and includes its staff, representatives, attorneys, agents and members.

6. "YOU" and "YOUR" means Gary Lass, anyone acting on YOUR behalf, and GeoLogic Associates.

II. INSTRUCTIONS

1. All DOCUMENTS requested herein must be produced in their entirety in the same or like form, condition and completeness as such DOCUMENTS are typically kept or stored and must be made available for inspection and copying at Hutchings Court Reporters 3403 10th Street, Suite 640, Riverside, California

2. In responding to each request, YOU are to produce each and every DOCUMENT in YOUR possession, custody or control.

3. The words "all," "any," "each," "and," and "or" shall be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive.

4. Except as specifically provided in these requests, words imparting the singular shall include the plural and vice versa, where appropriate.

5. Except as specifically provided in these requests, words imparting the present tense shall also include the past and future tense and vice versa, where appropriate.

III. DOCUMENTS TO BE PRODUCED

1. All DOCUMENTS that REFER OR RELATE TO any groundwater fate and transport model(s) YOU created for or on behalf of the COUNTY that REFERS OR

RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP, including, but not limited to, AutoCad files, modpath files, MODFLOW files, MT3D files, etc.

2. All DOCUMENTS that REFER OR RELATE TO input files created, used or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP, including, but not limited to, VMG, VMB, BAS, Wel, VMW, etc.

3. All DOCUMENTS that REFER OR RELATE TO output files created, used or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP, including, but not limited to, HDS, FLO, BGT, etc.

4. All DOCUMENTS that REFER OR RELATE TO assumptions YOU used and/or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

5. All DOCUMENTS that contain communications with the RWQCB that REFERS or RELATES to any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

6. All DOCUMENTS that REFER OR RELATE TO hydraulic parameters YOU created, developed and/or used in connection with any groundwater fate and

transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

7. All DOCUMENTS that REFER OR RELATE TO water level parameters YOU created, developed and/or used in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

8. All DOCUMENTS that REFER OR RELATE TO geotechnical parameters YOU created, developed and/or used in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

9. All DOCUMENTS that REFER OR RELATE TO analytical data YOU created, developed and/or used in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

10. All DOCUMENTS that REFER OR RELATE TO chemistry parameters YOU created, developed and/or used in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

11. All DOCUMENTS that REFER OR RELATE TO boundary conditions YOU

created, developed and/or used in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

12. All DOCUMENTS that REFER OR RELATE TO model add-ons or modules YOU used in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

13. All DOCUMENTS that REFER OR RELATE TO flow condition runs YOU performed and/or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

14. All DOCUMENTS that REFER OR RELATE TO calibrations performed and or undertaken of flow condition runs YOU performed and/or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

15. All DOCUMENTS that REFER OR RELATE TO calibration curves of flow condition runs YOU performed and/or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

16. All DOCUMENTS that REFER OR RELATE TO chemistry parameter runs YOU performed and/or developed in connection with any groundwater fate and

transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

17. All DOCUMENTS that REFER OR RELATE TO calibrations performed and or undertaken of chemistry parameter runs YOU performed and/or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

18. All DOCUMENTS that REFER OR RELATE TO calibration curves of chemistry parameter runs YOU performed and/or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

19. All DOCUMENTS that REFER OR RELATE TO fate and transport parameters YOU reviewed, created, developed and/or used in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

20. All DOCUMENTS that REFER OR RELATE TO fate and transport parameter runs YOU performed and/or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

21. All DOCUMENTS that REFER OR RELATE TO calibrations performed and or undertaken of fate and transport parameter runs YOU performed and/or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

22. All DOCUMENTS that REFER OR RELATE TO calibration curves of fate and transport parameter runs YOU performed and/or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

23. All DOCUMENTS that REFER OR RELATE TO sensitivity data or results YOU reviewed, created, developed and/or used in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

24. All DOCUMENTS that REFER OR RELATE TO predictive results YOU reviewed, created, developed and/or used in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

25. All DOCUMENTS that evidence detection of perchlorate throughout the Santa Ana region.

26. All DOCUMENTS that evidence all persons involved in the creation and

use of any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

1 Philip C. Hunsucker (SBN: 135860)
Brian L. Zagon (SBN: 142403)
2 Allison E. McAdam (SBN: 226836)
RESOLUTION LAW GROUP, P.C.
3 3717 Mt. Diablo Blvd., Suite 200
Lafayette, CA 94549
4 Telephone No.: (925) 284-0840
Facsimile No.: (925) 284-0870
5 phunsucker@reslawgrp.com
bzagon@reslawgrp.com
6 amcadam@reslawgrp.com

7 David C. Solinger (SBN: 73833)
Erik S. Mroz (SBN: 229241)
8 **RESOLUTION LAW GROUP, P.C.**
21800 Oxnard St., Suite 780
9 Woodland Hills, CA 91367
Telephone No.: (818) 598-8340
10 Facsimile No.: (818) 598-8350
dsolinger@reslawgrp.com
11 emroz@reslawgrp.com

12 Attorneys for Party
13 PYRO SPECTACULARS, INC.

14
15 **BEFORE THE STATE WATER RESOURCES CONTROL BOARD**
16 **OF THE STATE OF CALIFORNIA**

17 IN THE MATTER OF PERCHLORATE)
CONTAMINATION AT A 160-ACRE)
18 SITE IN THE RIALTO AREA)

SWRCB/OCC FILE A-1824

19 **PYRO SPECTACULARS, INC.'S NOTICE**
20 **OF VIDEOTAPED DEPOSITION OF GARY**
21 **LASS**

22 Date: March 14, 2007
23 Time: 10:00 a.m.
Place: Hutchings Court Reporters,
LLC
3403 10th St., Ste. 640
Riverside, CA 92501

24
25
26 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD IN THIS ACTION:
27 PLEASE TAKE NOTICE THAT THE VIDEOTAPED DEPOSITION of Gary Lass will
28 be taken at Hutchings Court Reporters, LLC, 3403 10th Street, Suite 640, Riverside,

1 California 92501 on March 14, 2007 at 10:00 a.m. The deposition will be taken upon oral
2 examination, under oath before a qualified notary public or certified court reporter and will
3 continue day to day thereafter until completed. The deponent is not a party to this action.
4 A true and correct copy of the Subpoena is attached hereto as Exhibit A. Further, the
5 deponent is commanded to produce and permit inspection and copying of certain
6 documents as indicated in Attachment A to Subpoena.

7 PLEASE TAKE FURTHER NOTICE that the deposing party intends to cause the
8 proceedings to be recorded by both videographic and stenographic methods, and also
9 through the instant visual display of testimony, as provided for, by and in accordance with
10 all applicable law.

11
12 DATED: February 27, 2007

RESOLUTION LAW GROUP, P.C.


13
14 By: 
15 Brian L. Zagon
16 Attorneys for Party
17 Pyro Spectaculars, Inc.
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19
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27
28

EXHIBIT A

BEFORE THE STATE WATER RESOURCES CONTROL BOARD OF THE STATE OF CALIFORNIA

ATTORNEY OR PARTY WITHOUT ATTORNEY REQUESTING SUBPOENA (name, address, and telephone no.): Brian L. Zagon (SBN: 142403) RESOLUTION LAW GROUP, P.C. 3717 Mt. Diablo Blvd., Suite 200 Lafayette, CA 94549 Telephone No.: (925) 284-0840 Facsimile No.: (925) 284-0870 REPRESENTING: Pyro Spectaculars, Inc.	FOR STATE WATER BOARD USE ONLY				
TITLE OF THE PROCEEDING: <p align="center">IN THE MATTER OF PERCHLORATE CONTAMINATION AT A 160-ACRE SITE IN THE RIALTO AREA, SWRCB/OCC FILE A-1824</p>					
<table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;"><input type="checkbox"/> SUBPOENA</td> <td style="width:50%; border: none;"><input type="checkbox"/> RE HEARING</td> </tr> <tr> <td style="border: none;"><input checked="" type="checkbox"/> SUBPOENA DUCES TECUM</td> <td style="border: none;"><input checked="" type="checkbox"/> RE DEPOSITION</td> </tr> </table>		<input type="checkbox"/> SUBPOENA	<input type="checkbox"/> RE HEARING	<input checked="" type="checkbox"/> SUBPOENA DUCES TECUM	<input checked="" type="checkbox"/> RE DEPOSITION
<input type="checkbox"/> SUBPOENA	<input type="checkbox"/> RE HEARING				
<input checked="" type="checkbox"/> SUBPOENA DUCES TECUM	<input checked="" type="checkbox"/> RE DEPOSITION				

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name): **GARY LASS c/o Martin Refkin, Esq.**

1. YOU ARE ORDERED TO APPEAR AS A WITNESS in this proceeding as follows unless you make special agreement with the person named in item 3:

a. Date: March 14, 2007	Time: 10:00 a.m.
b. Address: Hutchings Court Reporters, 3403 10th St., Ste. 640, Riverside, CA	

2. AND YOU ARE:

- a. Ordered to appear in person. (Wat. Code, § 1080; Gov. Code, § 11450.10; Cal. Code Regs., tit. 23, § 649.6(a).)
- b. Not required to appear in person if you produce the records described in the accompanying affidavit in compliance with Evidence Code sections 1560 and 1561. (Wat. Code, § 1080; Gov. Code, § 11450.10(b); Cal. Code Regs., tit. 23, § 649.6(a).)
- c. Ordered to appear in person and to produce the records described in the accompanying affidavit. The personal attendance of the custodian or other qualified witness and the production of the original records is required by this subpoena. The procedure authorized by subdivision (b) of section 1560, and sections 1561 and 1562, of the Evidence Code will not be deemed sufficient compliance with this subpoena. (Wat. Code, § 1080; Gov. Code, § 11450.10; Cal. Code Regs., tit. 23, § 649.6(a).)

3. IF YOU HAVE ANY QUESTIONS ABOUT WITNESS FEES OR THE TIME OR DATE FOR YOU TO APPEAR, OR IF YOU WANT TO BE CERTAIN THAT YOUR PRESENCE IS REQUIRED, CONTACT THE FOLLOWING PERSON BEFORE THE DATE ON WHICH YOU ARE TO APPEAR:

a. Name: Brian L. Zagon, Esq.	b. Telephone number: (925) 284-0840
--------------------------------------	--

(Gov. Code, § 11450.20(a); Code Civ. Proc., § 1985.2.)

4. WITNESS FEES: You are entitled to witness fees and mileage actually traveled, both ways, as provided by law. Request them from the person who serves this subpoena or from the person named in item 3. (Wat. Code, §§ 1081, 1083, 1084; Gov. Code, §§ 11450.40, 68070 et seq.; Code Civ. Proc., §§ 1986.5, 2065.)

5. If you object to the terms of this subpoena, you may file a motion for a protective order including a motion to quash with the hearing officer assigned to your case. Motions must be made within a reasonable period after receipt of the subpoena, and shall be made with written notice to all parties, with proof of service upon all parties attached. In response to your motion, the hearing officer may make an order quashing the subpoena entirely, modifying it, or directing compliance with it, or may make any order needed to protect the parties or witnesses from unreasonable or oppressive demands, including unreasonable violations of the right to privacy. (Gov. Code, § 11450.30.) (Send motions to: The State Water Resources Control Board, Office of Chief Counsel, P.O. Box 100, Sacramento, CA 95812-0100.)

DISOBEDIENCE OF THIS SUBPOENA MAY CAUSE YOU TO BE LIABLE FOR CONTEMPT AND OTHER PENALTIES PROVIDED BY LAW

(Wat. Code, §§ 1090-1097; Gov. Code, §§ 11450.20(b), 11455.10-11455.20.)

Dated: February 27, 2007



(signature)
 Name: Brian L. Zagon, Esq.
 Title: Attorney for Pyro Spectaculars

Unless issued by an attorney pursuant to Code of Civil Procedure, Section 1985, subdivision (c), the original subpoena is embossed with this seal.

(See reverse for Endorsement on Subpoena, if used, and Proof of Service)

PROOF OF SERVICE OF SUBPOENA

(Gov. Code, § 11440.20; Code Civ. Proc., §§ 1987, 1987.5, 1988, 1989, 2015.3, 2015.5.)

1. I served this subpoena subpoena duces tecum and supporting affidavit by:

personally delivering a copy to the person served as follows:

a. Person served (<i>name</i>):	b. Date of delivery:
c. Address where served:	d. Time of delivery:
e. Witness fees and mileage both ways (<i>check one</i>): (1) <input type="checkbox"/> were paid. Amount: \$ _____ (2) <input type="checkbox"/> were not paid. (3) <input type="checkbox"/> were tendered to the witness's public entity employer as required by Government Code § 68097.2. The amount tendered was \$ _____	f. Fees for service. Amount: \$ _____

- delivering true copies thereof by certified mail, return receipt requested, to the address as shown below.
 delivering true copies thereof enclosed in a sealed envelope to a messenger for immediate personal delivery to the address as shown below.

Address where served: _____

2. I certify that I received this subpoena subpoena duces tecum for service on _____ Date

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:
 Date _____ at (place) _____, California Signature _____

(For California sheriff, marshal, or constable use only)
 I certify that the foregoing is true and correct and that this certificate is executed on:
 Date _____ at (place) _____, California Signature _____

NOTE: IF THIS SUBPOENA IS ISSUED IN CONNECTION WITH A HEARING IN AN ADJUDICATIVE PROCEEDING UNDER GOVERNMENT CODE § 11400 ET SEQ., THE ATTORNEY OR PARTY WITHOUT AN ATTORNEY REQUESTING THIS SUBPOENA **MUST** PROVIDE A COPY OF THE SUBPOENA TO EVERY PARTY IN THE HEARING, AND FILE A COPY WITH THE STATE WATER RESOURCES CONTROL BOARD. THE COPY PROVIDED TO THE STATE WATER RESOURCES CONTROL BOARD MUST BE ACCOMPANIED BY A CERTIFICATE OF SERVICE LISTING THE NAMES AND ADDRESSES OF PARTIES WHO WERE PROVIDED COPIES IN ACCORDANCE WITH GOVERNMENT CODE § 11440.20. (Gov. Code, § 11440.20; Cal. Code Regs., tit. 23, § 648.4(c).) (Send to: The State Water Resources Control Board, Office of Chief Counsel, P.O. Box 100, Sacramento, CA 95812-0100.)

**ENDORSEMENT ON SUBPOENA IN A PROCEEDING
OTHER THAN AN ADJUDICATIVE PROCEEDING**

Pursuant to Water Code §1086 and upon affidavit of _____ (copy attached) showing that the testimony of the witness ordered by the subpoena to appear is material and necessary to this proceeding, it is required that said witness attend this proceeding.

Dated: _____ (signature) _____
 Name: _____
 Title: _____
 State Water Resources Control Board

NOTE: This ENDORSEMENT is required if the subpoena is in connection with a proceeding other than a hearing under Government Code § 11400 and the witness is being compelled to testify at a location that is both out of the witness's county of residence and 150 miles or more from the witness's place of residence. (Wat. Code, § 1086; Cal. Code Regs., tit. 23, § 649.6(c).)

ATTACHMENT A

I. DEFINITIONS

1. "COUNTY" means the County of San Bernardino, California and includes all departments, agencies, boards, commissions, consultants, representatives, agents and attorneys working on behalf of the County of San Bernardino, California.

2. "DOCUMENT" means any kind of written, typewritten, printed or graphic material within the scope of the Federal Rules of Civil Procedure 34(a), including, but not limited to: notes, memoranda, letters, photographs, logs, models, telegrams, book accounts, microfilm, inter-office communications, reports, drafts of documents, whether used or unused, calendars, appointment books, diaries, messages, communiques, invoices, bills of lading, receipts, purchase orders, stock certificates, bylaws, certificates, or any other form of "writing" as defined in Federal Rule of Evidence 1001. "DOCUMENT" also means all electronic media including, but not limited to: facsimiles, spreadsheets, database files, text files, AutoCAD maps, charts, digitized images, maps, geographic information files and electronic mail (email). The term "DOCUMENT" further includes all copies of documents where the copy is not identical to the original. A request for "DOCUMENTS" is a request for any and all DOCUMENTS within the category described.

3. "RABSP" means the former Rialto Ammunition Backup Storage Point.

4. "REFER OR RELATE TO" means constituting, concerning, comprising, referencing, containing, mentioning, discussing, summarizing, showing, describing, supporting, contradicting, reflecting, analyzing, touching upon, pertaining to, alluding to, responding to, evidencing, or addressing in any way.

5. "RWQCB" means the Santa Ana Regional Water Quality Control Board and includes its staff, representatives, attorneys, agents and members.

6. "YOU" and "YOUR" means Gary Lass, anyone acting on YOUR behalf, and GeoLogic Associates.

II. INSTRUCTIONS

1. All DOCUMENTS requested herein must be produced in their entirety in the same or like form, condition and completeness as such DOCUMENTS are typically kept or stored and must be made available for inspection and copying at Hutchings Court Reporters 3403 10th Street, Suite 640, Riverside, California

2. In responding to each request, YOU are to produce each and every DOCUMENT in YOUR possession, custody or control.

3. The words "all," "any," "each," "and," and "or" shall be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive.

4. Except as specifically provided in these requests, words imparting the singular shall include the plural and vice versa, where appropriate.

5. Except as specifically provided in these requests, words imparting the present tense shall also include the past and future tense and vice versa, where appropriate.

III. DOCUMENTS TO BE PRODUCED

1. All DOCUMENTS that REFER OR RELATE TO any groundwater fate and transport model(s) YOU created for or on behalf of the COUNTY that REFERS OR

RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP, including, but not limited to, AutoCad files, modpath files, MODFLOW files, MT3D files, etc.

2. All DOCUMENTS that REFER OR RELATE TO input files created, used or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP, including, but not limited to, VMG, VMB, BAS, Wel, VMW, etc.

3. All DOCUMENTS that REFER OR RELATE TO output files created, used or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP, including, but not limited to, HDS, FLO, BGT, etc.

4. All DOCUMENTS that REFER OR RELATE TO assumptions YOU used and/or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

5. All DOCUMENTS that contain communications with the RWQCB that REFERS or RELATES to any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

6. All DOCUMENTS that REFER OR RELATE TO hydraulic parameters YOU created, developed and/or used in connection with any groundwater fate and

transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

7. All DOCUMENTS that REFER OR RELATE TO water level parameters YOU created, developed and/or used in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

8. All DOCUMENTS that REFER OR RELATE TO geotechnical parameters YOU created, developed and/or used in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

9. All DOCUMENTS that REFER OR RELATE TO analytical data YOU created, developed and/or used in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

10. All DOCUMENTS that REFER OR RELATE TO chemistry parameters YOU created, developed and/or used in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

11. All DOCUMENTS that REFER OR RELATE TO boundary conditions YOU

created, developed and/or used in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

12. All DOCUMENTS that REFER OR RELATE TO model add-ons or modules YOU used in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

13. All DOCUMENTS that REFER OR RELATE TO flow condition runs YOU performed and/or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

14. All DOCUMENTS that REFER OR RELATE TO calibrations performed and or undertaken of flow condition runs YOU performed and/or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

15. All DOCUMENTS that REFER OR RELATE TO calibration curves of flow condition runs YOU performed and/or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

16. All DOCUMENTS that REFER OR RELATE TO chemistry parameter runs YOU performed and/or developed in connection with any groundwater fate and

transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

17. All DOCUMENTS that REFER OR RELATE TO calibrations performed and or undertaken of chemistry parameter runs YOU performed and/or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

18. All DOCUMENTS that REFER OR RELATE TO calibration curves of chemistry parameter runs YOU performed and/or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

19. All DOCUMENTS that REFER OR RELATE TO fate and transport parameters YOU reviewed, created, developed and/or used in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

20. All DOCUMENTS that REFER OR RELATE TO fate and transport parameter runs YOU performed and/or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

21. All DOCUMENTS that REFER OR RELATE TO calibrations performed and or undertaken of fate and transport parameter runs YOU performed and/or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

22. All DOCUMENTS that REFER OR RELATE TO calibration curves of fate and transport parameter runs YOU performed and/or developed in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

23. All DOCUMENTS that REFER OR RELATE TO sensitivity data or results YOU reviewed, created, developed and/or used in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

24. All DOCUMENTS that REFER OR RELATE TO predictive results YOU reviewed, created, developed and/or used in connection with any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

25. All DOCUMENTS that evidence detection of perchlorate throughout the Santa Ana region.

26. All DOCUMENTS that evidence all persons involved in the creation and

use of any groundwater fate and transport model YOU created for or on behalf of the COUNTY that REFERS OR RELATES TO perchlorate and/or TCE contamination at and/or emanating from the RABSP.

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**PROOF OF SERVICE
(SWRCB/OCC File A-1824)**

I am a citizen of the United States. My business address is 3717 Mt. Diablo Blvd., Suite 200, Lafayette, California 94549. I am employed in the county of Contra Costa where this service occurred. I am over the age of 18 years, and not a party to this action. I am readily familiar with this firm's practice for collection and processing correspondence for mailing, facsimile, email, overnight delivery and personal delivery.

On **February 27, 2007**, following ordinary business practice, I served the foregoing documents described as:

**PYRO SPECTACULARS, INC.'S NOTICE OF VIDEOTAPED DEPOSITION OF
GARY LASS; SUBPOENA,**

On the following Person(s):

(BY PERSONAL SERVICE) I caused such envelope to be delivered by hand this date to the offices of the addressee(s).

Gary Lass
c/o Martin N. Refkin
Gallagher & Gallagher, P.C.
1925 Century Park East, Ste. 950
Los Angeles, CA 90067

On the following Person(s):

(BY MAIL) I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at Lafayette, California.

(BY EMAIL) by transmitting via facsimile the document listed above to the fax number(s) set forth above, or as stated on the attached service list, on this date.

State Water Board (via U.S. Mail and email)
Karen O'Haire
Senior Staff Counsel
Water Resources Control Board
1001 I Street, 22nd Floor
Sacramento, CA 95814
kohaire@waterboards.ca.gov

Advocacy Team: (via U.S. Mail and email)
Jorge A. Leon, Esq.
Office of Enforcement
State Water Resources Control Board
1001 I Street, 16th Floor
Sacramento, CA 95812-0100
jleon@waterboards.ca.gov

Goodrich: (via U.S. Mail and email)
Peter R. Duchesneau, Esq.
Manatt, Phelps & Phillips LLC
11355 West Olympic Blvd.
Los Angeles, CA 90064-1614
pduchesneau@manatt.com

Emhart: (via U.S. Mail and email)
Robert D. Wyatt, Esq.
James L. Meeder, Esq.
Allen Matkins Leck Gamble Mallory
& Natsis LLC
3 Embarcadero Center, 12th Floor
San Francisco, CA 94111-4074
rw Wyatt@allenmatkins.com
jmeeder@allenmatkins.com

1 Rialto: (via U.S. Mail and email)
2 Scott A. Sommer, Esq.
3 Pillsbury Winthrop Shaw Pittman LLP
4 50 Fremont Street
5 San Francisco, CA 94105-2228
6 scott.sommer@pillsburylaw.com

7 CCA EJ: (via U.S. Mail and email)
8 Davin Diaz
9 Center for Community Action and
10 Environmental Justice
11 255 North "D" St., Ste. 402
12 San Bernardino, CA 92401
13 davin.d@ccaej.org

14 Ann Sturdivant (via email)
15 Senior Engineering Geologist
16 Santa Ana Regional Water Quality
17 Control Board
18 3737 Main St., Ste. 500
19 Riverside, CA 92501-3339
20 asturdiv@rb8.swrcb.ca.gov

21 Kurt V. Berchtold (via email)
22 Assistant Executive Officer
23 Santa Ana Regional Water Quality
24 Control Board
25 3737 Main St., Ste. 500
26 Riverside, CA 92501-3339
27 kberchtold@waterboards.ca.gov

28 Martin N. Refkin (via email)
Gallagher & Gallagher, P.C.
1925 Century Park East, Ste. 950
Los Angeles, CA 90067
refkin@thegallaghergroup.com

Gerard J. Tibeault (via email)
Executive Director
Santa Ana Regional Water Quality
Control Board
3737 Main Street, Ste. 500
Riverside, CA 92501
gthibeau@rb8.swrcb.ca.gov

Steven J. Elie (via email)
Barry C. Groveman
Musick, Peeler & Garrett LLP
One Wilshire Blvd.
Los Angeles, CA 90017
s.elie@mpglaw.com

Bruce Amig (via email)
Goodrich Corporation
Four Colliseum Center
2730 W. Tyvola Road
Charlotte, NC 28217-4578
bruce.amig@goodrich.com

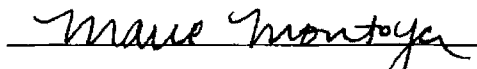
Robert Holub (via email)
Supervising Water Resource Control
Engineer
Santa Ana Regional Water Quality
Control Board
3737 Main St., Ste. 500
Riverside, CA 92501-3339
rholub@rb8.swrcb.ca.gov

Erik Spiess
Office of Chief Counsel
State Water Resources Control Board
1001 I Street, 22nd Floor
Sacramento, CA 95812-0100
espiess@waterboards.ca.gov

Lyris List

I declare that I am employed in the office of a member of the bar of the State of California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **February 27, 2007** at Lafayette, California.


Marie Montoya

1 **City of Rialto, et al. v. United States Department of Defense , et al.**
2 United States District Court-Central
3 Case No. ED CV 04-00079 PSG (Ssx)

4 **PROOF OF SERVICE THROUGH LEXISNEXIS**

5 I am a citizen of the United States. My business address is 3717 Mt. Diablo Blvd.,
6 Suite 200, Lafayette, California 94549. I am employed in the county of Contra Costa
7 where this service occurred. I am over the age of 18 years, and not a party to this action

8 On **February 27, 2007**, following ordinary business practice, I served the foregoing
9 documents described as:

10 **PYRO SPECTACULARS, INC.'S NOTICE OF VIDEOTAPED DEPOSITION OF GARY
11 LASS; SUBPOENA,**

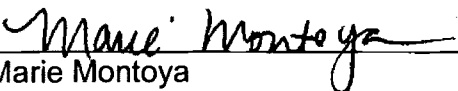
12 Posting it directly on LexisNexis File & Serve, Inc. website
13 <http://fileandserve.lexisnexus.com> at approximately 3:00 p.m. local time.

14 Transmitting via facsimile to Lexis/Nexis (610) 205-1144 at approximately _____
15 local time.

16 Placing it in an addressed, sealed envelope clearly labeled to Lexis/Nexis, Valley
17 Forge Park Place, King of Prussia, PA 19406 and causing such envelope to be
18 delivered by an overnight mail or courier service for delivery to Lexis/Nexis the next
19 business day.

20 I declare that I am employed in the office of a member of the bar of this Court at
21 whose direction the service was made and that the foregoing is true and correct.

22 Executed on **February 27, 2007**, at Lafayette, California.

23 
24 Marie Montoya

25 V:\Pyro Spectaculars\POS & Service List\POS- Lex-Nex - Consolidated Cases.mxm.wpd

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PROOF OF SERVICE THROUGH LEXISNEXIS

SERVICE LIST

City of Rialto, et al. v. United States Department of Defense , et al.
United States District Court-Central
Case No. ED CV 04-00079 PSG (Ssx)

<p>Amy Matthew Arthur F. Coon Christian M. Carrigan Eric W. Benisek Basil Shiber MILLER, STARR & REGALIA 1331 N. California Boulevard, Fifth Floor Post Office Box 8177 Walnut Creek, CA 94596 Phone: (925) 935-9400 Fax (925) 933-4126</p> <p>Attorneys for Plaintiff CITY OF RIALTO AND RIALTO UTILITY AUTHORITY</p>	<p>Scott A. Summer PILSBURY, WINTHRIP, SHAW, PITTMAN, LLP 50 Fremont Street P.O. Box 7880 San Francisco, CA 94120-7880 Phone: (415) 983-1000 Fax: (415) 983-1200</p> <p>Attorneys for Plaintiff CITY OF RIALTO AND RIALTO UTILITY AUTHORITY</p>
<p>Robert A. Owen, Rialto City Attorney LAW OFFICES OF ROBERT A. OWEN 268 W. Hospitality Lane, suite 303 San Bernardino, CA 92408 Phone: (909) 890-9027 Fax: (909) 890-9037</p> <p>Attorneys for Plaintiff CITY OF RIALTO AND RIALTO UTILITY AUTHORITY</p>	<p>Denise G. Fellers Elizabeth A. Klein Jeffrey D. Dintzer Julianne B. Cramer GIBSON DUNN & CRUTCHER 333 S. Grand Ave., 45th Floor Los Angeles, CA 90071-3197 Phone: (213) 229-7000</p> <p>Attorneys for Plaintiff GOODRICH CORPORATION</p>
<p>Barry C. Groveman Eric B. Blum K. Ryan Hiete Steven J. Elie MUSICK PEELER & GARRETT One Wilshire Bldg. 624 S. Grand Ave., Ste. 2000 Los Angeles, CA 90017-3321 Phone: (213) 629-7600</p> <p>Attorneys for Plaintiff FONTANA WATER COMPANY</p>	<p>Barry C. Groveman Eric B. Blum K. Ryan Hiete Steven J. Elie MUSICK PEELER & GARRETT One Wilshire Bldg. 624 S. Grand Ave., Ste. 2000 Los Angeles, CA 90017-3321 Phone: (213) 629-7600</p> <p>Attorneys for Plaintiff WEST VALLEY WATER DISTRICT</p>

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SERVICE LIST

City of Rialto, et al. v. United States Department of Defense, et al.
United States District Court-Central
Case No. ED CV 04-00079 PSG (Ssx)

<p>Gary A. Sloboda Robert D. Wyatt James L. Meeder Henry Lerner ALLEN MATKINS LECK GAMBLE, ET AL. Three Embarcadero Ctr., 12th Floor San Francisco, CA 94111-4015 Phone: (415) 273-7420 Fax: (415) 837-1516</p> <p>John P. Sweeney Joseph L. Beavers Joseph W. Hovermill MILES AND STOCKBRIDGE 10 Light Street Baltimore, MD 21202 Phone: (410) 385-3582</p> <p>Attorneys for Defendant Attorneys for Defendant EMHART INDUSTRIES, INC.</p>	<p>Steven J. Renshaw NORDMAN CORMANY HAIR & COMPTON LLP 1000 Town Center Drive, Sixth Floor P.O. Box 9100 Oxnard, CA 93031-9100 Phone: (805) 988-8314 Fax: (805) 988-7714</p> <p>Attorneys for Defendant Trojan Fireworks</p>
<p>Gary A. Sloboda Robert D. Wyatt James L. Meeder Henry Lerner ALLEN MATKINS LECK GAMBLE, ET AL. Three Embarcadero Ctr., 12th Floor San Francisco, CA 94111-4015 Phone: (415) 273-7420 Fax: (415) 837-1516</p> <p>Attorneys for Defendant West Coast Loading Corporation</p>	<p>Gary A. Sloboda Robert D. Wyatt James L. Meeder Henry Lerner ALLEN MATKINS LECK GAMBLE, ET AL. Three Embarcadero Ctr., 12th Floor San Francisco, CA 94111-4015 Phone: (415) 273-7420 Fax: (415) 837-1516</p> <p>Attorneys for Defendant Kwikset Locks Inc.</p>
<p>John P. Sweeney Joseph L. Beavers Joseph W. Hovermill MILES AND STOCKBRIDGE 10 Light Street Baltimore, MD 21202 Phone: (410) 385-3582</p> <p>Attorneys for Defendant Kwikset Locks Inc.</p>	<p>Daniel J. Coyle Steven H. Goldberg Jennifer Hartman King NICOLE, RACHELL DUVAL, GLEASON, DOWNEY, BRAND, LLP 555 Capitol Mall, 10th Floor Sacramento, CA 95814-4686 Phone: (916) 444-1000</p> <p>Attorneys for Defendant AMERICAN PROMOTIONAL EVENTS-WEST</p>

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SERVICE LIST

City of Rialto, et al. v. United States Department of Defense , et al.
United States District Court-Central
Case No. ED CV 04-00079 PSG (Ssx)

<p>John E. Van Vlear Daniel S. Kippen Voss, Cook & Thel, LLP 895 Dove Street, Suite 450 Newport Beach, CA 92660 Phone: (949) 435-4338 Fax: (949) 435-0226</p> <p>Attorneys for Defendant THOMAS O. PETERS AND PETERS REVOCABLE TRUST</p>	<p>Richard A. Dongell Matthew C. Bures Christopher T. Johnson DONGELL LAWRENCE FINNEY LLP 707 Wilshire Boulevard, 27th Floor Los Angeles, CA 90017-3609 Phone: (213) 943-6100 Fax: (213) 943-6101</p> <p>Attorneys for Defendant WHITTAKER CORPORATION</p>
<p>Joel S. Moskowitz MOSKOWITZ, BRESTOFF, WINTON & BLINDERMAN 1880 Century Park East, Suite 300 Los Angeles, CA 90067-1631 Phone: (310) 785-0550 Fax: (310) 373-9790</p> <p>Attorneys for Defendant COUNTY OF SAN BERNARDINO</p>	<p>Robert L. Jocks Ronald D. Reitz County Counsel OFFICE OF THE COUNTY COUNSEL 385 N. Arrowhead Avenue San Bernardino, CA 92415-0140 Phone: (909) 387-5435 Fax: (909) 387-5462</p> <p>Attorneys for Defendant COUNTY OF SAN BERNARDINO</p>
<p>Timothy V P Gallagher Lisa M. Stevenson Martin N. Refkin Mark W. Peck GALLAGHER & GALLAGHER 1925 Century Plaza East Suite 950 Los Angeles, CA 90067 Phone: (310) 203-2600 Fax: (310) 203-2610</p> <p>Attorneys for Defendant COUNTY OF SAN BERNARDINO</p>	<p>William W. Funderburk, Jr. Sonia Martinez STANZLER, FUNDERBURK & CASTELLON LLP 555 W. 5th Street, Suite 300 Los Angeles, CA 90013 Phone: (213) 623-7515 Fax: (213) 532-3984</p> <p>Attorneys for Defendants EDWARD STOUT; ELIZABETH RODRIGUEZ; JOHN CALLAGY, JOHN CALLAGY AS TRUSTEE OF THE FREDERIKSEN CHILDREN'S TRUST UNDER TRUST AGREEMENT DATED 2/20/85; LINDA FREDERIKSEN; LINDA FREDERIKSEN AS TRUSTEE OF THE WALTER M. POINTON TRUST DATED 11/19/91; LINDA FREDERIKSEN AS TRUSTEE OF THE MICHELLE ANN POINTON TRUST UNDER TRUST AGREEMENT DATED 2/15/85; MARY MITCHELL; JEANNIE ELIZIE; AND STEPHEN CALLAGY</p>

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SERVICE LIST

City of Rialto, et al. v. United States Department of Defense , et al.
United States District Court-Central
Case No. ED CV 04-00079 PSG (Ssx)

<p>Thomas N. Jacobson JENNIFER, MICHELLE, GUENTHER, GRESHAM, SAVAGE, NOLAN, & TILDEN 3750 University Avenue, Suite 250 P.O. Box 1240 Riverside, CA 92502-1240 Phone: (909) 684-2171 Fax: (909) 684-2150</p> <p>Attorneys for Defendant ROBERTSON'S READY MIX, INC.</p>	<p>John A. Zackrison Stephen H. McClain Tina R. Hernandez KIRKLAND & ELLIS, LLP 777 South Figueroa Street, Suite 3700 Los Angeles, CA 90017 Phone: (213) 680-8400 Fax: (213) 680-8500</p> <p>Attorneys for Defendants RAYTHEON COMPANY AND GENERAL DYNAMICS CORPORATION</p>
<p>Allan E. Anderson Bradley P. Boyer Jad T. Davis ROPERS, MAJESKI, KOHN & BENTLEY 515 S. Flower Street, Suite 2100 Los Angeles, CA 90071 Phone: (213) 312-2000 Fax: (213) 312-2001</p> <p>Attorneys for Defendant ZAMBELLI FIREWORKS MANUFACTURING COMPANY, INC., T/D/B/A ZAMBELLI INTERNATIONALE FIREWORKS MANUFACTURING COMPANY</p>	<p>Assistant US Attorney LA-CV AUSA-OFFICE OF US ATTORNEY Civil Division 300 N. Los Angeles Street, Suite 7516 Los Angeles, CA 90012 Phone: (213) 894-2434</p> <p>Attorneys for Defendant UNITED STATES DEPARTMENT OF DEFENSE</p>
<p>Debra W. Yang United States Attorney Suzette Clover Assistant United States Attorney Central District of California 3750 University Avenue, Suite 230 Riverside, CA 92501 Phone: (909) 276-6210</p> <p>Attorneys for Defendant UNITED STATES DEPARTMENT OF DEFENSE</p>	<p>Todd Gleason Michael C. Augustini Jonathan P. Porier ENVIRONMENTAL & NATURAL RESOURCES Division Environmental Defense Section U.S. Department of Justice P.O. Box 23986 Washington, D.C. 20026 Phone: (202) 305-0739 Fax: (202) 514-8865</p> <p>Attorneys for Defendant UNITED STATES DEPARTMENT OF DEFENSE</p>

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SERVICE LIST

City of Rialto, et al. v. United States Department of Defense , et al.
United States District Court-Central
Case No. ED CV 04-00079 PSG (Ssx)

<p>James P. Ray Robinson & Cole, LLP 280 Trumbull Street Hartford, CT 06103-3597 Phone: (860) 275-8200 Fax: (860) 275-8299</p> <p>Michael R. Leslie Joan Mack Shirley Sanematsu, Esq. CALDWELL, LESLIE, NEWCOMBE & PETTIT 1000 Wilshire Boulevard, Suite 600 Los Angeles, CA 90017-2463 Phone: (213) 629-9040 Fax: (213) 629-9022</p> <p>Stephen C. Lewis, Esq. R. Morgan Gilhuly Donald E. Sobelman, Esq. BARG, COFFIN, LEWIS & TRAPP, LLP One Market Steuart Tower, Suite 2700 San Francisco, CA 94105-1475 Phone: (415) 228-5400 Fax: (415) 228-5450</p> <p>Attorneys for Defendant ENSIGN-BICKFORD COMPANY</p>	
---	--



Feb 27 2007
2:58PM

1 Philip C. Hunsucker (SBN: 135860)
Brian L. Zagon (SBN: 142403)
2 Allison E. McAdam (SBN: 226836)
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11 dsolinger@reslawgrp.com
emroz@reslawgrp.com

12 Attorneys for Defendant
13 PYRO SPECTACULARS, INC.

14
15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 CITY OF RIALTO, et al.,
18 Plaintiffs,

19 v.

20 UNITED STATES DEPARTMENT OF
21 DEFENSE, et al.,
22 Defendants.

) Case No.: EDCV 04-00079 PSG (Ssx)

) Honorable Philip S. Gutierrez

) **PYRO SPECTACULARS, INC.'S NOTICE**
) **OF VIDEOTAPED DEPOSITION OF**
) **STEVE VAN STOCKUM**

) Date: March 7, 2007
) Time: 10:00 a.m.
) Place: Hutchings Court Reporters,
) LLC
) 3403 10th St., Ste. 640
) Riverside, CA 92501

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27 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD IN THIS ACTION:

28 PLEASE TAKE NOTICE THAT THE VIDEOTAPED DEPOSITION of Steve Van

Exhibit J

1 Stockum will be taken at Hutchings Court Reporters, LLC, 3403 10th St., Ste. 640,
2 Riverside, CA 92501 on March 7, 2007 at 10:00 a.m. The deposition will be taken upon
3 oral examination, under oath before a qualified notary public or certified court reporter and
4 will continue day to day thereafter until completed. The deponent is not a party to this
5 action. A true and correct copy of the Subpoena in a Civil Case is attached hereto as
6 Exhibit A.

7 PLEASE TAKE FURTHER NOTICE that the deposing party intends to cause the
8 proceedings to be recorded by both videographic and stenographic methods, and also
9 through the instant visual display of testimony, as provided for, by and in accordance with
10 all applicable law.

11
12 DATED: February 27, 2007

RESOLUTION LAW GROUP, P.C.

13
14 By: 

15 Brian L. Zagon
16 Attorneys for Defendant
17 Pyro Spectaculars, Inc.

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EXHIBIT A

Issued by the
UNITED STATES DISTRICT COURT
Central DISTRICT OF CALIFORNIA

CITY OF RIALTO, et al.

SUBPOENA IN A CIVIL CASE

v.
 U.S. Department of Defense, et al.

Case Number: ¹ EDCV 04-00079 PSG(SSx)

TO: Steve Van Stockum c/o Martin Refkin, Esq., Gallagher & Gallagher, P.C.,
 1925 Century Park East, Suite 950, Los Angeles, CA 90067

YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case. This deposition will be videotaped as well as stenographed.

PLACE OF DEPOSITION Hutchings Court Reporters, LLC 3403 10th St., Ste. 640, Riverside, CA 92501	DATE AND TIME March 7, 2007 10:00 a.m.
---	--

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

PLACE	DATE AND TIME
-------	---------------

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
----------	---------------

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT) Attorney for Defendant, Pyro Spectaculars, Inc.	DATE 2/27/07
--	-----------------

ISSUING OFFICER'S NAME ADDRESS AND TELEPHONE NUMBER Brian L. Zagon, Esq., Resolution Law Group, P.C., 3717 Mt. Diablo Blvd., Ste. 200, Lafayette, CA 94549 (925) 284-0840	
--	--

(See Rule 45, Federal Rules of Civil Procedure, parts C & D on reverse)

¹ If action is pending in district other than district of issuance, state district under case number.

PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____
DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to comply production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to

the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or the demanding party to contest the claim.

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or if the party in who behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

1 Philip C. Hunsucker (SBN: 135860)
Brian L. Zagon (SBN: 142403)
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Erik S. Mroz (SBN: 229241)
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dsolinger@reslawgrp.com
11 emroz@reslawgrp.com

12 Attorneys for Party
13 PYRO SPECTACULARS, INC.

14
15 **BEFORE THE STATE WATER RESOURCES CONTROL BOARD**
16 **OF THE STATE OF CALIFORNIA**

17 IN THE MATTER OF PERCHLORATE)
CONTAMINATION AT A 160-ACRE)
18 SITE IN THE RIALTO AREA)

SWRCB/OCC FILE A-1824

19 **PYRO SPECTACULARS, INC.'S NOTICE**
OF VIDEOTAPED DEPOSITION OF
20 **STEVE VAN STOCKUM**

21 Date: March 7, 2007
Time: 10:00 a.m.
22 Place: Hutchings Court Reporters,
LLC
3403 10th St., Ste. 640
23 Riverside, CA 92501

24
25
26 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD IN THIS ACTION:

27 PLEASE TAKE NOTICE THAT THE VIDEOTAPED DEPOSITION of Steve Van
28 Stockum will be taken at Hutchings Court Reporters, LLC, 3403 10th St., Ste. 640,

1 Riverside, CA 92501 on March 7, 2007 at 10:00 a.m. The deposition will be taken upon
2 oral examination, under oath before a qualified notary public or certified court reporter and
3 will continue day to day thereafter until completed. The deponent is not a party to this
4 action. A true and correct copy of the Subpoena is attached hereto as Exhibit A.

5 PLEASE TAKE FURTHER NOTICE that the deposing party intends to cause the
6 proceedings to be recorded by both videographic and stenographic methods, and also
7 through the instant visual display of testimony, as provided for, by and in accordance with
8 all applicable law.

9

10 DATED: February 27, 2007

RESOLUTION LAW GROUP, P.C.

11

12

By: 

13

Brian L. Zagon
Attorneys for Party
Pyro Spectaculars, Inc.

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EXHIBIT A

BEFORE THE STATE WATER RESOURCES CONTROL BOARD OF THE STATE OF CALIFORNIA

ATTORNEY OR PARTY WITHOUT ATTORNEY REQUESTING SUBPOENA (name, address, and telephone no.): Brian L. Zagon (SBN: 142403) RESOLUTION LAW GROUP, P.C. 3717 Mt. Diablo Blvd., Suite 200 Lafayette, CA 94549 Telephone No.: (925) 284-0840 Facsimile No.: (925) 284-0870 REPRESENTING: Pyro Spectaculars, Inc.	FOR STATE WATER BOARD USE ONLY
TITLE OF THE PROCEEDING: <p align="center">IN THE MATTER OF PERCHLORATE CONTAMINATION AT A 160-ACRE SITE IN THE RIALTO AREA, SWRCB/OCC FILE A-1824</p>	
<input checked="" type="checkbox"/> SUBPOENA <input type="checkbox"/> RE HEARING <input type="checkbox"/> SUBPOENA DUCES TECUM <input checked="" type="checkbox"/> RE DEPOSITION	

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name): **STEVE VAN STOCKUM c/o Martin Refkin, Esq.**

1. YOU ARE ORDERED TO APPEAR AS A WITNESS in this proceeding as follows unless you make special agreement with the person named in item 3:

a. Date: March 7, 2007	Time: 10:00 a.m.
b. Address: Hutchings Court Reporters, 3403 10th St., Ste. 640, Riverside, CA	

2. AND YOU ARE:

- a. Ordered to appear in person. (Wat. Code, § 1080; Gov. Code, § 11450.10; Cal. Code Regs., tit. 23, § 649.6(a).)
- b. Not required to appear in person if you produce the records described in the accompanying affidavit in compliance with Evidence Code sections 1560 and 1561. (Wat. Code, § 1080; Gov. Code, § 11450.10(b); Cal. Code Regs., tit. 23, § 649.6(a).)
- c. Ordered to appear in person and to produce the records described in the accompanying affidavit. The personal attendance of the custodian or other qualified witness and the production of the original records is required by this subpoena. The procedure authorized by subdivision (b) of section 1560, and sections 1561 and 1562, of the Evidence Code will not be deemed sufficient compliance with this subpoena. (Wat. Code, § 1080; Gov. Code, § 11450.10; Cal. Code Regs., tit. 23, § 649.6(a).)

3. IF YOU HAVE ANY QUESTIONS ABOUT WITNESS FEES OR THE TIME OR DATE FOR YOU TO APPEAR, OR IF YOU WANT TO BE CERTAIN THAT YOUR PRESENCE IS REQUIRED, CONTACT THE FOLLOWING PERSON BEFORE THE DATE ON WHICH YOU ARE TO APPEAR:

a. Name: Brian L. Zagon, Esq.	b. Telephone number: (925) 284-0840
--------------------------------------	--

(Gov. Code, § 11450.20(a); Code Civ. Proc., § 1985.2.)

- 4. **WITNESS FEES:** You are entitled to witness fees and mileage actually traveled, both ways, as provided by law. Request them from the person who serves this subpoena or from the person named in item 3. (Wat. Code, §§ 1081, 1083, 1084; Gov. Code, §§ 11450.40, 68070 et seq.; Code Civ. Proc., §§ 1986.5, 2065.)
- 5. If you object to the terms of this subpoena, you may file a motion for a protective order including a motion to quash with the hearing officer assigned to your case. Motions must be made within a reasonable period after receipt of the subpoena, and shall be made with written notice to all parties, with proof of service upon all parties attached. In response to your motion, the hearing officer may make an order quashing the subpoena entirely, modifying it, or directing compliance with it, or may make any order needed to protect the parties or witnesses from unreasonable or oppressive demands, including unreasonable violations of the right to privacy. (Gov. Code, § 11450.30.) (Send motions to: The State Water Resources Control Board, Office of Chief Counsel, P.O. Box 100, Sacramento, CA 95812-0100.)

DISOBEDIENCE OF THIS SUBPOENA MAY CAUSE YOU TO BE LIABLE FOR CONTEMPT AND OTHER PENALTIES PROVIDED BY LAW

(Wat. Code, §§ 1090-1097; Gov. Code, §§ 11450.20(b), 11455.10-11455.20.)

Dated: February 27, 2007



(signature)

Name: Brian L. Zagon, Esq.

Title: Attorney for Pyro Spectaculars

Unless issued by an attorney pursuant to Code of Civil Procedure, Section 1985, subdivision (c), the original subpoena is embossed with this seal.

(See reverse for Endorsement on Subpoena, if used, and Proof of Service)

PROOF OF SERVICE OF SUBPOENA

(Gov. Code, § 11440.20; Code Civ. Proc., §§ 1987, 1987.5, 1988, 1989, 2015.3, 2015.5.)

1. I served this subpoena subpoena duces tecum and supporting affidavit by:

personally delivering a copy to the person served as follows:

a. Person served (name):	b. Date of delivery:
c. Address where served:	d. Time of delivery:
e. Witness fees and mileage both ways (check one): (1) <input type="checkbox"/> were paid. Amount: \$ _____ (2) <input type="checkbox"/> were not paid. (3) <input type="checkbox"/> were tendered to the witness's public entity employer as required by Government Code § 68097.2. The amount tendered was \$ _____	f. Fees for service. Amount: \$ _____

delivering true copies thereof by certified mail, return receipt requested, to the address as shown below.
 delivering true copies thereof enclosed in a sealed envelope to a messenger for immediate personal delivery to the address as shown below.

Address where served: _____

2. I certify that I received this subpoena subpoena duces tecum for service on _____ Date

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:
 Date _____ at (place) _____, California Signature _____

(For California sheriff, marshal, or constable use only)
 I certify that the foregoing is true and correct and that this certificate is executed on:
 Date _____ at (place) _____, California Signature _____

NOTE: IF THIS SUBPOENA IS ISSUED IN CONNECTION WITH A HEARING IN AN ADJUDICATIVE PROCEEDING UNDER GOVERNMENT CODE § 11400 ET SEQ., THE ATTORNEY OR PARTY WITHOUT AN ATTORNEY REQUESTING THIS SUBPOENA MUST PROVIDE A COPY OF THE SUBPOENA TO EVERY PARTY IN THE HEARING, AND FILE A COPY WITH THE STATE WATER RESOURCES CONTROL BOARD. THE COPY PROVIDED TO THE STATE WATER RESOURCES CONTROL BOARD MUST BE ACCOMPANIED BY A CERTIFICATE OF SERVICE LISTING THE NAMES AND ADDRESSES OF PARTIES WHO WERE PROVIDED COPIES IN ACCORDANCE WITH GOVERNMENT CODE § 11440.20. (Gov. Code, § 11440.20; Cal. Code Regs., tit. 23, § 648.4(c).) (Send to: The State Water Resources Control Board, Office of Chief Counsel, P.O. Box 100, Sacramento, CA 95812-0100.)

**ENDORSEMENT ON SUBPOENA IN A PROCEEDING
OTHER THAN AN ADJUDICATIVE PROCEEDING**

Pursuant to Water Code §1086 and upon affidavit of _____ (copy attached) showing that the testimony of the witness ordered by the subpoena to appear is material and necessary to this proceeding, it is required that said witness attend this proceeding.

Dated: _____ (signature) _____
 Name: _____
 Title: _____
 State Water Resources Control Board

NOTE: This ENDORSEMENT is required if the subpoena is in connection with a proceeding other than a hearing under Government Code § 11400 and the witness is being compelled to testify at a location that is both out of the witness's county of residence and 150 miles or more from the witness's place of residence. (Wat. Code, § 1086; Cal. Code Regs., tit. 23, § 649.6(c).)

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**PROOF OF SERVICE
(SWRCB/OCC File A-1824)**

I am a citizen of the United States. My business address is 3717 Mt. Diablo Blvd., Suite 200, Lafayette, California 94549. I am employed in the county of Contra Costa where this service occurred. I am over the age of 18 years, and not a party to this action. I am readily familiar with this firm's practice for collection and processing correspondence for mailing, facsimile, email, overnight delivery and personal delivery.

On February 27, 2007, following ordinary business practice, I served the foregoing documents described as:

**PYRO SPECTACULARS, INC.'S NOTICE OF VIDEOTAPED DEPOSITION OF
STEVE VAN STOCKUM; SUBPOENA,**

On the following Person(s):

(BY PERSONAL SERVICE) I caused such envelope to be delivered by hand this date to the offices of the addressee(s).

Steve Van Stockum
c/o Martin N. Refkin
Gallagher & Gallagher, P.C.
1925 Century Park East, Ste. 950
Los Angeles, CA 90067

On the following Person(s):

(BY MAIL) I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at Lafayette, California.

(BY EMAIL) by transmitting via facsimile the document listed above to the fax number(s) set forth above, or as stated on the attached service list, on this date.

State Water Board (via U.S. Mail and email)
Karen O'Haire
Senior Staff Counsel
Water Resources Control Board
1001 I Street, 22nd Floor
Sacramento, CA 95814
kohaire@waterboards.ca.gov

Advocacy Team: (via U.S. Mail and email)
Jorge A. Leon, Esq.
Office of Enforcement
State Water Resources Control Board
1001 I Street, 16th Floor
Sacramento, CA 95812-0100
jleon@waterboards.ca.gov

Goodrich: (via U.S. Mail and email)
Peter R. Duchesneau, Esq.
Manatt, Phelps & Phillips LLC
11355 West Olympic Blvd.
Los Angeles, CA 90064-1614
pduchesneau@manatt.com

Emhart: (via U.S. Mail and email)
Robert D. Wyatt, Esq.
James L. Meeder, Esq.
Allen Matkins Leck Gamble Mallory
& Natsis LLC
3 Embarcadero Center, 12th Floor
San Francisco, CA 94111-4074
rw Wyatt@allenmatkins.com
jmeeder@allenmatkins.com

1 Rialto: (via U.S. Mail and email)
2 Scott A. Sommer, Esq.
3 Pillsbury Winthrop Shaw Pittman LLP
4 50 Fremont Street
5 San Francisco, CA 94105-2228
6 scott.sommer@pillsburylaw.com

7 CCA EJ: (via U.S. Mail and email)
8 Davin Diaz
9 Center for Community Action and
10 Environmental Justice
11 255 North "D" St., Ste. 402
12 San Bernardino, CA 92401
13 davin.d@ccaej.org

14 Ann Sturdivant (via email)
15 Senior Engineering Geologist
16 Santa Ana Regional Water Quality
17 Control Board
18 3737 Main St., Ste. 500
19 Riverside, CA 92501-3339
20 asturdiv@rb8.swrcb.ca.gov

21 Kurt V. Berchtold (via email)
22 Assistant Executive Officer
23 Santa Ana Regional Water Quality
24 Control Board
25 3737 Main St., Ste. 500
26 Riverside, CA 92501-3339
27 kberchtold@waterboards.ca.gov

28 Martin N. Refkin (via email)
Gallagher & Gallagher, P.C.
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refkin@thegallaghergroup.com

Gerard J. Tibeault (via email)
Executive Director
Santa Ana Regional Water Quality
Control Board
3737 Main Street, Ste. 500
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Bruce Amig (via email)
Goodrich Corporation
Four Colliseum Center
2730 W. Tyvola Road
Charlotte, NC 28217-4578
bruce.amig@goodrich.com

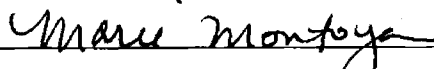
Robert Holub (via email)
Supervising Water Resource Control
Engineer
Santa Ana Regional Water Quality
Control Board
3737 Main St., Ste. 500
Riverside, CA 92501-3339
rholum@rb8.swrcb.ca.gov

Erik Spiess
Office of Chief Counsel
State Water Resources Control Board
1001 I Street, 22nd Floor
Sacramento, CA 95812-0100
espiess@waterboards.ca.gov

Lyriss List

I declare that I am employed in the office of a member of the bar of the State of California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **February 27, 2007** at Lafayette, California.


Marie Montoya

1 **City of Rialto, et al. v. United States Department of Defense , et al.**
2 United States District Court-Central
3 Case No. ED CV 04-00079 PSG (Ssx)

4 **PROOF OF SERVICE THROUGH LEXISNEXIS**

5 I am a citizen of the United States. My business address is 3717 Mt. Diablo Blvd.,
6 Suite 200, Lafayette, California 94549. I am employed in the county of Contra Costa
7 where this service occurred. I am over the age of 18 years, and not a party to this action

8 On **February 27, 2007**, following ordinary business practice, I served the foregoing
9 documents described as:

10 **PYRO SPECTACULARS, INC.'S NOTICE OF VIDEOTAPED DEPOSITION OF STEVE
11 VAN STOCKUM; SUBPOENA,**

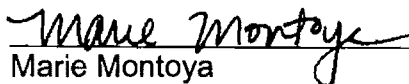
12 Posting it directly on LexisNexis File & Serve, Inc. website
13 <http://fileandserve.lexisnexis.com> at approximately 3:00 p.m. local time.

14 Transmitting via facsimile to Lexis/Nexis (610) 205-1144 at approximately _____
15 local time.

16 Placing it in an addressed, sealed envelope clearly labeled to Lexis/Nexis, Valley
17 Forge Park Place, King of Prussia, PA 19406 and causing such envelope to be
18 delivered by an overnight mail or courier service for delivery to Lexis/Nexis the next
19 business day.

20 I declare that I am employed in the office of a member of the bar of this Court at
21 whose direction the service was made and that the foregoing is true and correct.

22 Executed on **February 27, 2007**, at Lafayette, California.

23 
24 Marie Montoya

25 V:\Pyro Spectaculars\POS & Service List\POS- Lex-Nex - Consolidated Cases.mxm.wpd

26
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28
29 **PROOF OF SERVICE THROUGH LEXISNEXIS**

SERVICE LIST

City of Rialto, et al. v. United States Department of Defense , et al.
United States District Court-Central
Case No. ED CV 04-00079 PSG (Ssx)

<p>Amy Matthew Arthur F. Coon Christian M. Carrigan Eric W. Benisek Basil Shiber MILLER, STARR & REGALIA 1331 N. California Boulevard, Fifth Floor Post Office Box 8177 Walnut Creek, CA 94596 Phone: (925) 935-9400 Fax (925) 933-4126</p> <p>Attorneys for Plaintiff CITY OF RIALTO AND RIALTO UTILITY AUTHORITY</p>	<p>Scott A. Summer PILSBURY, WINTHRIP, SHAW, PITTMAN, LLP 50 Fremont Street P.O. Box 7880 San Francisco, CA 94120-7880 Phone: (415) 983-1000 Fax: (415) 983-1200</p> <p>Attorneys for Plaintiff CITY OF RIALTO AND RIALTO UTILITY AUTHORITY</p>
<p>Robert A. Owen, Rialto City Attorney LAW OFFICES OF ROBERT A. OWEN 268 W. Hospitality Lane, suite 303 San Bernardino, CA 92408 Phone: (909) 890-9027 Fax: (909) 890-9037</p> <p>Attorneys for Plaintiff CITY OF RIALTO AND RIALTO UTILITY AUTHORITY</p>	<p>Denise G. Fellers Elizabeth A. Klein Jeffrey D. Dintzer Julianne B. Cramer GIBSON DUNN & CRUTCHER 333 S. Grand Ave., 45th Floor Los Angeles, CA 90071-3197 Phone: (213) 229-7000</p> <p>Attorneys for Plaintiff GOODRICH CORPORATION</p>
<p>Barry C. Groveman Eric B. Blum K. Ryan Hiete Steven J. Elie MUSICK PEELER & GARRETT One Wilshire Bldg. 624 S. Grand Ave., Ste. 2000 Los Angeles, CA 90017-3321 Phone: (213) 629-7600</p> <p>Attorneys for Plaintiff FONTANA WATER COMPANY</p>	<p>Barry C. Groveman Eric B. Blum K. Ryan Hiete Steven J. Elie MUSICK PEELER & GARRETT One Wilshire Bldg. 624 S. Grand Ave., Ste. 2000 Los Angeles, CA 90017-3321 Phone: (213) 629-7600</p> <p>Attorneys for Plaintiff WEST VALLEY WATER DISTRICT</p>

SERVICE LIST

City of Rialto, et al. v. United States Department of Defense , et al.
United States District Court-Central
Case No. ED CV 04-00079 PSG (Ssx)

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4	Gary A. Sloboda Robert D. Wyatt James L. Meeder Henry Lerner ALLEN MATKINS LECK GAMBLE, ET AL. Three Embarcadero Ctr., 12 th Floor San Francisco, CA 94111-4015 Phone: (415) 273-7420 Fax: (415) 837-1516	Steven J. Renshaw NORDMAN CORMANY HAIR & COMPTON LLP 1000 Town Center Drive, Sixth Floor P.O. Box 9100 Oxnard, CA 93031-9100 Phone: (805) 988-8314 Fax: (805) 988-7714 Attorneys for Defendant Trojan Fireworks
5		
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9	John P. Sweeney Joseph L. Beavers Joseph W. Hovermill MILES AND STOCKBRIDGE 10 Light Street Baltimore, MD 21202 Phone: (410) 385-3582	
10		
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13	Attorneys for Defendant Attorneys for Defendant EMHART INDUSTRIES, INC.	
14		
15	Gary A. Sloboda Robert D. Wyatt James L. Meeder Henry Lerner ALLEN MATKINS LECK GAMBLE, ET AL. Three Embarcadero Ctr., 12 th Floor San Francisco, CA 94111-4015 Phone: (415) 273-7420 Fax: (415) 837-1516	Gary A. Sloboda Robert D. Wyatt James L. Meeder Henry Lerner ALLEN MATKINS LECK GAMBLE, ET AL. Three Embarcadero Ctr., 12 th Floor San Francisco, CA 94111-4015 Phone: (415) 273-7420 Fax: (415) 837-1516
16		
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20	Attorneys for Defendant West Coast Loading Corporation	Attorneys for Defendant Kwikset Locks Inc.
21	John P. Sweeney Joseph L. Beavers Joseph W. Hovermill MILES AND STOCKBRIDGE 10 Light Street Baltimore, MD 21202 Phone: (410) 385-3582	Daniel J. Coyle Steven H. Goldberg Jennifer Hartman King NICOLE, RACHELL DUVAL, GLEASON, DOWNEY, BRAND, LLP 555 Capitol Mall, 10 th Floor Sacramento, CA 95814-4686 Phone: (916) 444-1000
22		
23		
24		
25	Attorneys for Defendant Kwikset Locks Inc.	Attorneys for Defendant AMERICAN PROMOTIONAL EVENTS-WEST
26		
27		
28		

SERVICE LIST

City of Rialto, et al. v. United States Department of Defense , et al.
United States District Court-Central
Case No. ED CV 04-00079 PSG (Ssx)

1 2 3 4 5 6 7 8 9	John E. Van Vlear Daniel S. Kippen Voss, Cook & Thel, LLP 895 Dove Street, Suite 450 Newport Beach, CA 92660 Phone: (949) 435-4338 Fax: (949) 435-0226 Attorneys for Defendant THOMAS O. PETERS AND PETERS REVOCABLE TRUST	Richard A. Dongell Matthew C. Bures Christopher T. Johnson DONGELL LAWRENCE FINNEY LLP 707 Wilshire Boulevard, 27 th Floor Los Angeles, CA 90017-3609 Phone: (213) 943-6100 Fax: (213) 943-6101 Attorneys for Defendant WHITTAKER CORPORATION
10 11 12 13 14	Joel S. Moskowitz MOSKOWITZ, BRESTOFF, WINTON & BLINDERMAN 1880 Century Park Ease, Suite 300 Los Angeles, CA 90067-1631 Phone: (310) 785-0550 Fax: (310) 373-9790 Attorneys for Defendant COUNTY OF SAN BERNARDINO	Robert L. Jocks Ronald D. Reitz County Counsel OFFICE OF THE COUNTY COUNSEL 385 N. Arrowhead Avenue San Bernardino, CA 92415-0140 Phone: (909) 387-5435 Fax: (909) 387-5462 Attorneys for Defendant COUNTY OF SAN BERNARDINO
15 16 17 18 19 20 21 22 23 24 25	Timothy V P Gallagher Lisa M. Stevenson Martin N. Refkin Mark W. Peck GALLAGHER & GALLAGHER 1925 Century Plaza East Suite 950 Los Angeles, CA 90067 Phone: (310) 203-2600 Fax: (310) 203-2610 Attorneys for Defendant COUNTY OF SAN BERNARDINO	William W. Funderburk, Jr. Sonia Martinez STANZLER, FUNDERBURK & CASTELLON LLP 555 W. 5 th Street, Suite 300 Los Angeles, CA 90013 Phone: (213) 623-7515 Fax: (213) 532-3984 Attorneys for Defendants EDWARD STOUT; ELIZABETH RODRIGUEZ; JOHN CALLAGY, JOHN CALLAGY AS TRUSTEE OF THE FREDERIKSEN CHILDREN'S TRUST UNDER TRUST AGREEMENT DATED 2/20/85; LINDA FREDERIKSEN; LINDA FREDERIKSEN AS TRUSTEE OF THE WALTER M. POINTON TRUST DATED 11/19/91; LINDA FREDERIKSEN AS TRUSTEE OF THE MICHELLE ANN POINTON TRUST UNDER TRUST AGREEMENT DATED 2/15/85; MARY MITCHELL; JEANNIE ELIZIE; AND STEPHEN CALLAGY

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SERVICE LIST

City of Rialto, et al. v. United States Department of Defense , et al.
United States District Court-Central
Case No. ED CV 04-00079 PSG (Ssx)

<p>Thomas N. Jacobson JENNIFER, MICHELLE, GUENTHER, GRESHAM, SAVAGE, NOLAN, & TILDEN 3750 University Avenue, Suite 250 P.O. Box 1240 Riverside, CA 92502-1240 Phone: (909) 684-2171 Fax: (909) 684-2150</p> <p>Attorneys for Defendant ROBERTSON'S READY MIX, INC.</p>	<p>John A. Zackrison Stephen H. McClain Tina R. Hernandez KIRKLAND & ELLIS, LLP 777 South Figueroa Street, Suite 3700 Los Angeles, CA 90017 Phone: (213) 680-8400 Fax: (213) 680-8500</p> <p>Attorneys for Defendants RAYTHEON COMPANY AND GENERAL DYNAMICS CORPORATION</p>
<p>Allan E. Anderson Bradley P. Boyer Jad T. Davis ROPERS, MAJESKI, KOHN & BENTLEY 515 S. Flower Street, Suite 2100 Los Angeles, CA 90071 Phone: (213) 312-2000 Fax: (213) 312-2001</p> <p>Attorneys for Defendant ZABELLI FIREWORKS MANUFACTURING COMPANY, INC., T/D/B/A ZABELLI INTERNATIONALE FIREWORKS MANUFACTURING COMPANY</p>	<p>Assistant US Attorney LA-CV AUSA-OFFICE OF US ATTORNEY Civil Division 300 N. Los Angeles Street, Suite 7516 Los Angeles, CA 90012 Phone: (213) 894-2434</p> <p>Attorneys for Defendant UNITED STATES DEPARTMENT OF DEFENSE</p>
<p>Debra W. Yang United States Attorney Suzette Clover Assistant United States Attorney Central District of California 3750 University Avenue, Suite 230 Riverside, CA 92501 Phone: (909) 276-6210</p> <p>Attorneys for Defendant UNITED STATES DEPARTMENT OF DEFENSE</p>	<p>Todd Gleason Michael C. Augustini Jonathan P. Porier ENVIRONMENTAL & NATURAL RESOURCES Division Environmental Defense Section U.S. Department of Justice P.O. Box 23986 Washington, D.C. 20026 Phone: (202) 305-0739 Fax: (202) 514-8865</p> <p>Attorneys for Defendant UNITED STATES DEPARTMENT OF DEFENSE</p>

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SERVICE LIST

City of Rialto, et al. v. United States Department of Defense , et al.
United States District Court-Central
Case No. ED CV 04-00079 PSG (Ssx)

<p>James P. Ray Robinson & Cole, LLP 280 Trumbull Street Hartford, CT 06103-3597 Phone: (860) 275-8200 Fax: (860) 275-8299</p> <p>Michael R. Leslie Joan Mack Shirley Sanematsu, Esq. CALDWELL, LESLIE, NEWCOMBE & PETTIT 1000 Wilshire Boulevard, Suite 600 Los Angeles, CA 90017-2463 Phone: (213) 629-9040 Fax: (213) 629-9022</p> <p>Stephen C. Lewis, Esq. R. Morgan Gilhuly Donald E. Sobelman, Esq. BARG, COFFIN, LEWIS & TRAPP, LLP One Market Steuart Tower, Suite 2700 San Francisco, CA 94105-1475 Phone: (415) 228-5400 Fax: (415) 228-5450</p> <p>Attorneys for Defendant ENSIGN-BICKFORD COMPANY</p>	
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Feb 27 2007
2:58PM

1 Philip C. Hunsucker (SBN: 135860)
Brian L. Zagon (SBN: 142403)
2 Allison E. McAdam (SBN: 226836)
RESOLUTION LAW GROUP, P.C.
3 3717 Mt. Diablo Blvd., Suite 200
Lafayette, CA 94549
4 Telephone No.: (925) 284-0840
Facsimile No.: (925) 284-0870
5 phunsucker@reslawgrp.com
bzagon@reslawgrp.com
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8 David C. Solinger (SBN: 73833)
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Woodland Hills, CA 91367
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(818) 598-8350
11 dsolinger@reslawgrp.com
emroz@reslawgrp.com

12 Attorneys for Defendant
13 PYRO SPECTACULARS, INC.

14 **UNITED STATES DISTRICT COURT**

15
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 CITY OF RIALTO, et al.,
18 Plaintiffs,

19 v.

20 UNITED STATES DEPARTMENT OF
21 DEFENSE, et al.,

22 Defendants.
23
24

Case No.: EDCV 04-00079 PSG (Ssx)

Honorable Philip S. Gutierrez

**PYRO SPECTACULARS, INC.'S NOTICE
OF VIDEOTAPED DEPOSITION OF
RICHARD ROBERTS**

Date: March 9, 2007
Time: 10:00 a.m.
Place: Hutchings Court Reporters,
LLC
3403 10th St., Ste. 640
Riverside, CA 92501

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26
27 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD IN THIS ACTION:

28 PLEASE TAKE NOTICE THAT THE VIDEOTAPED DEPOSITION of Richard

Exhibit K

1 Roberts will be taken at Hutchings Court Reporters, LLC, 3403 10th St., Ste. 640, Riverside,
2 CA 92501 on March 9, 2007 at 10:00 a.m. The deposition will be taken upon oral
3 examination, under oath before a qualified notary public or certified court reporter and will
4 continue day to day thereafter until completed. The deponent is not a party to this action.
5 A true and correct copy of the Subpoena in a Civil Case is attached hereto as Exhibit A.

6 PLEASE TAKE FURTHER NOTICE that the deposing party intends to cause the
7 proceedings to be recorded by both videographic and stenographic methods, and also
8 through the instant visual display of testimony, as provided for, by and in accordance with
9 all applicable law.

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DATED: February 27, 2007

RESOLUTION LAW GROUP, P.C.


By: 
Brian L. Zagon
Attorneys for Defendant
Pyro Spectaculars, Inc.

EXHIBIT A

Issued by the
UNITED STATES DISTRICT COURT
Central DISTRICT OF CALIFORNIA

CITY OF RIALTO, et al.

SUBPOENA IN A CIVIL CASE

v.
U.S. Department of Defense, et al.

Case Number: ¹ EDCV 04-00079 PSG (SSx)

TO: Richard Roberts c/o Martin Refkin, Esq., Gallagher & Gallagher, P.C., 1925 Century Park East, Suite 950, Los Angeles, CA 90067

YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case. This deposition will be videotaped as well as stenographed.

PLACE OF DEPOSITION Hutchings Court Reporters, LLC 3403 10th St., Ste. 640, Riverside, CA 92501	DATE AND TIME March 9, 2007 10:00 a.m.
---	--


YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

PLACE	DATE AND TIME
-------	---------------

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
----------	---------------

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)  Attorney for defendant, Pyro Spectaculars, Inc.	DATE 2/27/07
---	-----------------

ISSUING OFFICER'S NAME ADDRESS AND TELEPHONE NUMBER
Brian L. Zagon, Esq., Resolution Law Group, P.C., 3717 Mt. Diablo Blvd., Ste. 200, Lafayette, CA 94549 (925) 284-0840

(See Rule 45, Federal Rules of Civil Procedure, parts C & D on reverse)

¹ If action is pending in district other than district of issuance, state district under case number.

PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____
DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to

the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or the demanding party to contest the claim.

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or if the party in who behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

1 Philip C. Hunsucker (SBN: 135860)
Brian L. Zagon (SBN: 142403)
2 Allison E. McAdam (SBN: 226836)
RESOLUTION LAW GROUP, P.C.
3 3717 Mt. Diablo Blvd., Suite 200
Lafayette, CA 94549
4 Telephone No.: (925) 284-0840
Facsimile No.: (925) 284-0870
5 phunsucker@reslawgrp.com
bzagon@reslawgrp.com
6 amcadam@reslawgrp.com

7 David C. Solinger (SBN: 73833)
Erik S. Mroz (SBN: 229241)
8 **RESOLUTION LAW GROUP, P.C.**
21800 Oxnard St., Suite 780
9 Woodland Hills, CA 91367
Telephone No.: (818) 598-8340
10 Facsimile No.: (818) 598-8350
dsolinger@reslawgrp.com
11 emroz@reslawgrp.com

12 Attorneys for Party
13 PYRO SPECTACULARS, INC.

14
15 **BEFORE THE STATE WATER RESOURCES CONTROL BOARD**
16 **OF THE STATE OF CALIFORNIA**

17 IN THE MATTER OF PERCHLORATE)
CONTAMINATION AT A 160-ACRE)
18 SITE IN THE RIALTO AREA)

SWRCB/OCC FILE A-1824

19 **PYRO SPECTACULARS, INC.'S NOTICE**
20 **OF VIDEOTAPED DEPOSITION OF**
21 **RICHARD ROBERTS**

22 Date: March 9, 2007
23 Time: 10:00 a.m.
Place: Hutchings Court Reporters,
LLC
3403 10th St., Ste. 640
Riverside, CA 92501

24
25
26 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD IN THIS ACTION:

27 PLEASE TAKE NOTICE THAT THE VIDEOTAPED DEPOSITION of Richard

28 Roberts will be taken at Hutchings Court Reporters, LLC, 3403 10th St., Ste. 640,

1 Riverside, CA 92501 on March 9, 2007 at 10:00 a.m. The deposition will be taken upon
2 oral examination, under oath before a qualified notary public or certified court reporter and
3 will continue day to day thereafter until completed. The deponent is not a party to this
4 action. A true and correct copy of the Subpoena is attached hereto as Exhibit A.

5 PLEASE TAKE FURTHER NOTICE that the deposing party intends to cause the
6 proceedings to be recorded by both videographic and stenographic methods, and also
7 through the instant visual display of testimony, as provided for, by and in accordance with
8 all applicable law.

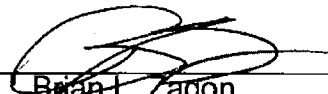
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10 DATED: February 27, 2007

RESOLUTION LAW GROUP, P.C.

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By: 
Brian L. Zagon
Attorneys for Party
Pyro Spectaculars, Inc.

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EXHIBIT A

BEFORE THE STATE WATER RESOURCES CONTROL BOARD OF THE STATE OF CALIFORNIA

ATTORNEY OR PARTY WITHOUT ATTORNEY REQUESTING SUBPOENA (<i>name, address, and telephone no.</i>): Brian L. Zagon (SBN: 142403) RESOLUTION LAW GROUP, P.C. 3717 Mt. Diablo Blvd., Suite 200 Lafayette, CA 94549 Telephone No.: (925) 284-0840 Facsimile No.: (925) 284-0870 REPRESENTING: Pyro Spectaculars, Inc.	FOR STATE WATER BOARD USE ONLY				
TITLE OF THE PROCEEDING: <p align="center">IN THE MATTER OF PERCHLORATE CONTAMINATION AT A 160-ACRE SITE IN THE RIALTO AREA, SWRCB/OCC FILE A-1824</p>					
<table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;"><input checked="" type="checkbox"/> SUBPOENA</td> <td style="width:50%; border: none;"><input type="checkbox"/> RE HEARING</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> SUBPOENA DUCES TECUM</td> <td style="border: none;"><input checked="" type="checkbox"/> RE DEPOSITION</td> </tr> </table>		<input checked="" type="checkbox"/> SUBPOENA	<input type="checkbox"/> RE HEARING	<input type="checkbox"/> SUBPOENA DUCES TECUM	<input checked="" type="checkbox"/> RE DEPOSITION
<input checked="" type="checkbox"/> SUBPOENA	<input type="checkbox"/> RE HEARING				
<input type="checkbox"/> SUBPOENA DUCES TECUM	<input checked="" type="checkbox"/> RE DEPOSITION				

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (*name*): **RICHARD ROBERTS c/o Martin Refkin, Esq.**

1. YOU ARE ORDERED TO APPEAR AS A WITNESS in this proceeding as follows unless you make special agreement with the person named in Item 3:

a. Date: March 9, 2007	Time: 10:00 a.m.
b. Address: Hutchings Court Reporters, 3403 10th St., Ste. 640, Riverside, CA	

2. AND YOU ARE:

- a. Ordered to appear in person. (Wat. Code, § 1080; Gov. Code, § 11450.10; Cal. Code Regs., tit. 23, § 649.6(a).)
- b. Not required to appear in person if you produce the records described in the accompanying affidavit in compliance with Evidence Code sections 1560 and 1561. (Wat. Code, § 1080; Gov. Code, § 11450.10(b); Cal. Code Regs., tit. 23, § 649.6(a).)
- c. Ordered to appear in person and to produce the records described in the accompanying affidavit. The personal attendance of the custodian or other qualified witness and the production of the original records is required by this subpoena. The procedure authorized by subdivision (b) of section 1560, and sections 1561 and 1562, of the Evidence Code will not be deemed sufficient compliance with this subpoena. (Wat. Code, § 1080; Gov. Code, § 11450.10; Cal. Code Regs., tit. 23, § 649.6(a).)

3. IF YOU HAVE ANY QUESTIONS ABOUT WITNESS FEES OR THE TIME OR DATE FOR YOU TO APPEAR, OR IF YOU WANT TO BE CERTAIN THAT YOUR PRESENCE IS REQUIRED, CONTACT THE FOLLOWING PERSON BEFORE THE DATE ON WHICH YOU ARE TO APPEAR:

a. Name: Brian L. Zagon, Esq.	b. Telephone number: (925) 284-0840
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(Gov. Code, § 11450.20(a); Code Civ. Proc., § 1985.2.)

- 4. **WITNESS FEES:** You are entitled to witness fees and mileage actually traveled, both ways, as provided by law. Request them from the person who serves this subpoena or from the person named in Item 3. (Wat. Code, §§ 1081, 1083, 1084; Gov. Code, §§ 11450.40, 68070 et seq.; Code Civ. Proc., §§ 1986.5, 2065.)
- 5. If you object to the terms of this subpoena, you may file a motion for a protective order including a motion to quash with the hearing officer assigned to your case. Motions must be made within a reasonable period after receipt of the subpoena, and shall be made with written notice to all parties, with proof of service upon all parties attached. In response to your motion, the hearing officer may make an order quashing the subpoena entirely, modifying it, or directing compliance with it, or may make any order needed to protect the parties or witnesses from unreasonable or oppressive demands, including unreasonable violations of the right to privacy. (Gov. Code, § 11450.30.) (Send motions to: The State Water Resources Control Board, Office of Chief Counsel, P.O. Box 100, Sacramento, CA 95812-0100.)

DISOBEDIENCE OF THIS SUBPOENA MAY CAUSE YOU TO BE LIABLE FOR CONTEMPT AND OTHER PENALTIES PROVIDED BY LAW

(Wat. Code, §§ 1090-1097; Gov. Code, §§ 11450.20(b), 11455.10-11455.20.)

Dated: February 27, 2007



(signature)

Name: Brian L. Zagon, Esq.

Title: Attorney for Pyro Spectaculars

Unless issued by an attorney pursuant to Code of Civil Procedure, Section 1985, subdivision (c), the original subpoena is embossed with this seal.

(See reverse for Endorsement on Subpoena, if used, and Proof of Service)

PROOF OF SERVICE OF SUBPOENA

(Gov. Code, § 11440.20; Code Civ. Proc., §§ 1987, 1987.5, 1988, 1989, 2015.3, 2015.5.)

1. I served this subpoena subpoena duces tecum and supporting affidavit by:

personally delivering a copy to the person served as follows:

a. Person served (name):	b. Date of delivery:
c. Address where served:	d. Time of delivery:
e. Witness fees and mileage both ways (check one): (1) <input type="checkbox"/> were paid. Amount: \$ _____ (2) <input type="checkbox"/> were not paid. (3) <input type="checkbox"/> were tendered to the witness's public entity employer as required by Government Code § 68097.2. The amount tendered was \$ _____	f. Fees for service. Amount: \$ _____

- delivering true copies thereof by certified mail, return receipt requested, to the address as shown below.
 delivering true copies thereof enclosed in a sealed envelope to a messenger for immediate personal delivery to the address as shown below.

Address where served: _____

2. I certify that I received this subpoena subpoena duces tecum for service on _____ Date

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:
 Date _____ at (place) _____, California Signature _____

(For California sheriff, marshal, or constable use only)
 I certify that the foregoing is true and correct and that this certificate is executed on:
 Date _____ at (place) _____, California Signature _____

NOTE: IF THIS SUBPOENA IS ISSUED IN CONNECTION WITH A HEARING IN AN ADJUDICATIVE PROCEEDING UNDER GOVERNMENT CODE § 11400 ET SEQ., THE ATTORNEY OR PARTY WITHOUT AN ATTORNEY REQUESTING THIS SUBPOENA MUST PROVIDE A COPY OF THE SUBPOENA TO EVERY PARTY IN THE HEARING, AND FILE A COPY WITH THE STATE WATER RESOURCES CONTROL BOARD. THE COPY PROVIDED TO THE STATE WATER RESOURCES CONTROL BOARD MUST BE ACCOMPANIED BY A CERTIFICATE OF SERVICE LISTING THE NAMES AND ADDRESSES OF PARTIES WHO WERE PROVIDED COPIES IN ACCORDANCE WITH GOVERNMENT CODE § 11440.20. (Gov. Code, § 11440.20; Cal. Code Regs., tit. 23, § 648.4(c).) (Send to: The State Water Resources Control Board, Office of Chief Counsel, P.O. Box 100, Sacramento, CA 95812-0100.)

**ENDORSEMENT ON SUBPOENA IN A PROCEEDING
OTHER THAN AN ADJUDICATIVE PROCEEDING**

Pursuant to Water Code §1086 and upon affidavit of _____ (copy attached) showing that the testimony of the witness ordered by the subpoena to appear is material and necessary to this proceeding, it is required that said witness attend this proceeding.

Dated: _____ (signature) _____
 Name: _____
 Title: _____
 State Water Resources Control Board

NOTE: This ENDORSEMENT is required if the subpoena is in connection with a proceeding other than a hearing under Government Code § 11400 and the witness is being compelled to testify at a location that is both out of the witness's county of residence and 150 miles or more from the witness's place of residence. (Wat. Code, § 1086; Cal. Code Regs., tit. 23, § 649.6(c).)

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**PROOF OF SERVICE
(SWRCB/OCC File A-1824)**

I am a citizen of the United States. My business address is 3717 Mt. Diablo Blvd., Suite 200, Lafayette, California 94549. I am employed in the county of Contra Costa where this service occurred. I am over the age of 18 years, and not a party to this action. I am readily familiar with this firm's practice for collection and processing correspondence for mailing, facsimile, email, overnight delivery and personal delivery.

On February 27, 2007, following ordinary business practice, I served the foregoing documents described as:

PYRO SPECTACULARS, INC.'S NOTICE OF VIDEOTAPED DEPOSITION OF RICHARD ROBERTS; SUBPOENA,

On the following Person(s):

(BY PERSONAL SERVICE) I caused such envelope to be delivered by hand this date to the offices of the addressee(s).

Richard Roberts
c/o Martin N. Refkin
Gallagher & Gallagher, P.C.
1925 Century Park East, Ste. 950
Los Angeles, CA 90067

On the following Person(s):

(BY MAIL) I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at Lafayette, California.

(BY EMAIL) by transmitting via facsimile the document listed above to the fax number(s) set forth above, or as stated on the attached service list, on this date.

State Water Board (via U.S. Mail and email)
Karen O'Haire
Senior Staff Counsel
Water Resources Control Board
1001 I Street, 22nd Floor
Sacramento, CA 95814
kohaire@waterboards.ca.gov

Advocacy Team: (via U.S. Mail and email)
Jorge A. Leon, Esq.
Office of Enforcement
State Water Resources Control Board
1001 I Street, 16th Floor
Sacramento, CA 95812-0100
jleon@waterboards.ca.gov

Goodrich: (via U.S. Mail and email)
Peter R. Duchesneau, Esq.
Manatt, Phelps & Phillips LLC
11355 West Olympic Blvd.
Los Angeles, CA 90064-1614
pduchesneau@manatt.com

Emhart: (via U.S. Mail and email)
Robert D. Wyatt, Esq.
James L. Meeder, Esq.
Allen Matkins Leck Gamble Mallory
& Natsis LLC
3 Embarcadero Center, 12th Floor
San Francisco, CA 94111-4074
rw Wyatt@allenmatkins.com
jmeeder@allenmatkins.com

1 Rialto: (via U.S. Mail and email)
2 Scott A. Sommer, Esq.
3 Pillsbury Winthrop Shaw Pittman LLP
4 50 Fremont Street
5 San Francisco, CA 94105-2228
6 scott.sommer@pillsburylaw.com

7 CCA EJ: (via U.S. Mail and email)
8 Davin Diaz
9 Center for Community Action and
10 Environmental Justice
11 255 North "D" St., Ste. 402
12 San Bernardino, CA 92401
13 davin.d@ccaaj.org

14 Ann Sturdivant (via email)
15 Senior Engineering Geologist
16 Santa Ana Regional Water Quality
17 Control Board
18 3737 Main St., Ste. 500
19 Riverside, CA 92501-3339
20 asturdiv@rb8.swrcb.ca.gov

21 Kurt V. Berchtold (via email)
22 Assistant Executive Officer
23 Santa Ana Regional Water Quality
24 Control Board
25 3737 Main St., Ste. 500
26 Riverside, CA 92501-3339
27 kberchtold@waterboards.ca.gov

28 Martin N. Refkin (via email)
Gallagher & Gallagher, P.C.
1925 Century Park East, Ste. 950
Los Angeles, CA 90067
refkin@thegallaghergroup.com

Gerard J. Tibeault (via email)
Executive Director
Santa Ana Regional Water Quality
Control Board
3737 Main Street, Ste. 500
Riverside, CA 92501
gthibeau@rb8.swrcb.ca.gov

Steven J. Elie (via email)
Barry C. Groveman
Musick, Peeler & Garrett LLP
One Wilshire Blvd.
Los Angeles, CA 90017
s.elie@mpglaw.com

Bruce Amig (via email)
Goodrich Corporation
Four Colliseum Center
2730 W. Tyvola Road
Charlotte, NC 28217-4578
bruce.amig@goodrich.com

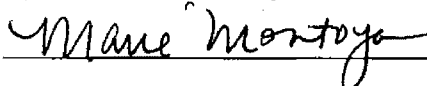
Robert Holub (via email)
Supervising Water Resource Control
Engineer
Santa Ana Regional Water Quality
Control Board
3737 Main St., Ste. 500
Riverside, CA 92501-3339
rholub@rb8.swrcb.ca.gov

Erik Spiess
Office of Chief Counsel
State Water Resources Control Board
1001 I Street, 22nd Floor
Sacramento, CA 95812-0100
espiess@waterboards.ca.gov

Lyris List

I declare that I am employed in the office of a member of the bar of the State of California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **February 27, 2007** at Lafayette, California.



Marie Montoya

1 **City of Rialto, et al. v. United States Department of Defense , et al.**
2 United States District Court-Central
3 Case No. ED CV 04-00079 PSG (Ssx)

4 **PROOF OF SERVICE THROUGH LEXISNEXIS**

5 I am a citizen of the United States. My business address is 3717 Mt. Diablo Blvd.,
6 Suite 200, Lafayette, California 94549. I am employed in the county of Contra Costa
7 where this service occurred. I am over the age of 18 years, and not a party to this action

8 On **February 27, 2007**, following ordinary business practice, I served the foregoing
9 documents described as:

10 **PYRO SPECTACULARS, INC.'S NOTICE OF VIDEOTAPED DEPOSITION OF RICHARD
11 ROBERTS; SUBPOENA,**

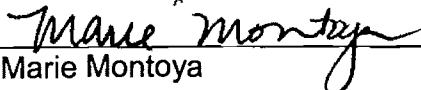
12 Posting it directly on LexisNexis File & Serve, Inc. website
13 <http://fileandserve.lexisnexis.com> at approximately 3:00 p.m. local time.

14 Transmitting via facsimile to Lexis/Nexis (610) 205-1144 at approximately _____
15 local time.

16 Placing it in an addressed, sealed envelope clearly labeled to Lexis/Nexis, Valley
17 Forge Park Place, King of Prussia, PA 19406 and causing such envelope to be
18 delivered by an overnight mail or courier service for delivery to Lexis/Nexis the next
19 business day.

20 I declare that I am employed in the office of a member of the bar of this Court at
21 whose direction the service was made and that the foregoing is true and correct.

22 Executed on **February 27, 2007**, at Lafayette, California.

23 
24 Marie Montoya

25 V:\Pyro Spectaculars\POS & Service List\POS- Lex-Nex - Consolidated Cases.mxm.wpd

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29 **PROOF OF SERVICE THROUGH LEXISNEXIS**

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SERVICE LIST

City of Rialto, et al. v. United States Department of Defense , et al.
United States District Court-Central
Case No. ED CV 04-00079 PSG (Ssx)

<p>Amy Matthew Arthur F. Coon Christian M. Carrigan Eric W. Benisek Basil Shiber MILLER, STARR & REGALIA 1331 N. California Boulevard, Fifth Floor Post Office Box 8177 Walnut Creek, CA 94596 Phone: (925) 935-9400 Fax (925) 933-4126</p> <p>Attorneys for Plaintiff CITY OF RIALTO AND RIALTO UTILITY AUTHORITY</p>	<p>Scott A. Summer PILSBURY, WINTHRIP, SHAW, PITTMAN, LLP 50 Fremont Street P.O. Box 7880 San Francisco, CA 94120-7880 Phone: (415) 983-1000 Fax: (415) 983-1200</p> <p>Attorneys for Plaintiff CITY OF RIALTO AND RIALTO UTILITY AUTHORITY</p>
<p>Robert A. Owen, Rialto City Attorney LAW OFFICES OF ROBERT A. OWEN 268 W. Hospitality Lane, suite 303 San Bernardino, CA 92408 Phone: (909) 890-9027 Fax: (909) 890-9037</p> <p>Attorneys for Plaintiff CITY OF RIALTO AND RIALTO UTILITY AUTHORITY</p>	<p>Denise G. Fellers Elizabeth A. Klein Jeffrey D. Dintzer Julianne B. Cramer GIBSON DUNN & CRUTCHER 333 S. Grand Ave., 45th Floor Los Angeles, CA 90071-3197 Phone: (213) 229-7000</p> <p>Attorneys for Plaintiff GOODRICH CORPORATION</p>
<p>Barry C. Groveman Eric B. Blum K. Ryan Hiete Steven J. Elie MUSICK PEELER & GARRETT One Wilshire Bldg. 624 S. Grand Ave., Ste. 2000 Los Angeles, CA 90017-3321 Phone: (213) 629-7600</p> <p>Attorneys for Plaintiff FONTANA WATER COMPANY</p>	<p>Barry C. Groveman Eric B. Blum K. Ryan Hiete Steven J. Elie MUSICK PEELER & GARRETT One Wilshire Bldg. 624 S. Grand Ave., Ste. 2000 Los Angeles, CA 90017-3321 Phone: (213) 629-7600</p> <p>Attorneys for Plaintiff WEST VALLEY WATER DISTRICT</p>

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SERVICE LIST

City of Rialto, et al. v. United States Department of Defense, et al.
United States District Court-Central
Case No. ED CV 04-00079 PSG (Ssx)

<p>Gary A. Sloboda Robert D. Wyatt James L. Meeder Henry Lerner ALLEN MATKINS LECK GAMBLE, ET AL. Three Embarcadero Ctr., 12th Floor San Francisco, CA 94111-4015 Phone: (415) 273-7420 Fax: (415) 837-1516</p> <p>John P. Sweeney Joseph L. Beavers Joseph W. Hovermill MILES AND STOCKBRIDGE 10 Light Street Baltimore, MD 21202 Phone: (410) 385-3582</p> <p>Attorneys for Defendant Attorneys for Defendant EMHART INDUSTRIES, INC.</p>	<p>Steven J. Renshaw NORDMAN CORMANY HAIR & COMPTON LLP 1000 Town Center Drive, Sixth Floor P.O. Box 9100 Oxnard, CA 93031-9100 Phone: (805) 988-8314 Fax: (805) 988-7714</p> <p>Attorneys for Defendant Trojan Fireworks</p>
<p>Gary A. Sloboda Robert D. Wyatt James L. Meeder Henry Lerner ALLEN MATKINS LECK GAMBLE, ET AL. Three Embarcadero Ctr., 12th Floor San Francisco, CA 94111-4015 Phone: (415) 273-7420 Fax: (415) 837-1516</p> <p>Attorneys for Defendant West Coast Loading Corporation</p>	<p>Gary A. Sloboda Robert D. Wyatt James L. Meeder Henry Lerner ALLEN MATKINS LECK GAMBLE, ET AL. Three Embarcadero Ctr., 12th Floor San Francisco, CA 94111-4015 Phone: (415) 273-7420 Fax: (415) 837-1516</p> <p>Attorneys for Defendant Kwikset Locks Inc.</p>
<p>John P. Sweeney Joseph L. Beavers Joseph W. Hovermill MILES AND STOCKBRIDGE 10 Light Street Baltimore, MD 21202 Phone: (410) 385-3582</p> <p>Attorneys for Defendant Kwikset Locks Inc.</p>	<p>Daniel J. Coyle Steven H. Goldberg Jennifer Hartman King NICOLE, RACHELL DUVAL, GLEASON, DOWNEY, BRAND, LLP 555 Capitol Mall, 10th Floor Sacramento, CA 95814-4686 Phone: (916) 444-1000</p> <p>Attorneys for Defendant AMERICAN PROMOTIONAL EVENTS-WEST</p>

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SERVICE LIST

City of Rialto, et al. v. United States Department of Defense , et al.
United States District Court-Central
Case No. ED CV 04-00079 PSG (Ssx)

<p>John E. Van Vlear Daniel S. Kippen Voss, Cook & Thel, LLP 895 Dove Street, Suite 450 Newport Beach, CA 92660 Phone: (949) 435-4338 Fax: (949) 435-0226</p> <p>Attorneys for Defendant THOMAS O. PETERS AND PETERS REVOCABLE TRUST</p>	<p>Richard A. Dongell Matthew C. Bures Christopher T. Johnson DONGELL LAWRENCE FINNEY LLP 707 Wilshire Boulevard, 27th Floor Los Angeles, CA 90017-3609 Phone: (213) 943-6100 Fax: (213) 943-6101</p> <p>Attorneys for Defendant WHITTAKER CORPORATION</p>
<p>Joel S. Moskowitz MOSKOWITZ, BRESTOFF, WINTON & BLINDERMAN 1880 Century Park Ease, Suite 300 Los Angeles, CA 90067-1631 Phone: (310) 785-0550 Fax: (310) 373-9790</p> <p>Attorneys for Defendant COUNTY OF SAN BERNARDINO</p>	<p>Robert L. Jocks Ronald D. Reitz County Counsel OFFICE OF THE COUNTY COUNSEL 385 N. Arrowhead Avenue San Bernardino, CA 92415-0140 Phone: (909) 387-5435 Fax: (909) 387-5462</p> <p>Attorneys for Defendant COUNTY OF SAN BERNARDINO</p>
<p>Timothy V P Gallagher Lisa M. Stevenson Martin N. Refkin Mark W. Peck GALLAGHER & GALLAGHER 1925 Century Plaza East Suite 950 Los Angeles, CA 90067 Phone: (310) 203-2600 Fax: (310) 203-2610</p> <p>Attorneys for Defendant COUNTY OF SAN BERNARDINO</p>	<p>William W. Funderburk, Jr. Sonia Martinez STANZLER, FUNDERBURK & CASTELLON LLP 555 W. 5th Street, Suite 300 Los Angeles, CA 90013 Phone: (213) 623-7515 Fax: (213) 532-3984</p> <p>Attorneys for Defendants EDWARD STOUT; ELIZABETH RODRIGUEZ; JOHN CALLAGY, JOHN CALLAGY AS TRUSTEE OF THE FREDERIKSEN CHILDREN'S TRUST UNDER TRUST AGREEMENT DATED 2/20/85; LINDA FREDERIKSEN; LINDA FREDERIKSEN AS TRUSTEE OF THE WALTER M. POINTON TRUST DATED 11/19/91; LINDA FREDERIKSEN AS TRUSTEE OF THE MICHELLE ANN POINTON TRUST UNDER TRUST AGREEMENT DATED 2/15/85; MARY MITCHELL; JEANNIE ELIZIE; AND STEPHEN CALLAGY</p>

SERVICE LIST

City of Rialto, et al. v. United States Department of Defense , et al.
United States District Court-Central
Case No. ED CV 04-00079 PSG (Ssx)

<p>1 2 3 4 5 6 7 8 9</p> <p>Thomas N. Jacobson JENNIFER, MICHELLE, GUENTHER, GRESHAM, SAVAGE, NOLAN, & TILDEN 3750 University Avenue, Suite 250 P.O. Box 1240 Riverside, CA 92502-1240 Phone: (909) 684-2171 Fax: (909) 684-2150</p> <p>Attorneys for Defendant ROBERTSON'S READY MIX, INC.</p>	<p>John A. Zackrison Stephen H. McClain Tina R. Hernandez KIRKLAND & ELLIS, LLP 777 South Figueroa Street, Suite 3700 Los Angeles, CA 90017 Phone: (213) 680-8400 Fax: (213) 680-8500</p> <p>Attorneys for Defendants RAYTHEON COMPANY AND GENERAL DYNAMICS CORPORATION</p>
<p>10 11 12 13 14 15 16</p> <p>Allan E. Anderson Bradley P. Boyer Jad T. Davis ROPERS, MAJESKI, KOHN & BENTLEY 515 S. Flower Street, Suite 2100 Los Angeles, CA 90071 Phone: (213) 312-2000 Fax: (213) 312-2001</p> <p>Attorneys for Defendant ZABELLI FIREWORKS MANUFACTURING COMPANY, INC., T/D/B/A ZABELLI INTERNATIONALE FIREWORKS MANUFACTURING COMPANY</p>	<p>Assistant US Attorney LA-CV AUSA-OFFICE OF US ATTORNEY Civil Division 300 N. Los Angeles Street, Suite 7516 Los Angeles, CA 90012 Phone: (213) 894-2434</p> <p>Attorneys for Defendant UNITED STATES DEPARTMENT OF DEFENSE</p>
<p>17 18 19 20 21 22 23</p> <p>Debra W. Yang United States Attorney Suzette Clover Assistant United States Attorney Central District of California 3750 University Avenue, Suite 230 Riverside, CA 92501 Phone: (909) 276-6210</p> <p>Attorneys for Defendant UNITED STATES DEPARTMENT OF DEFENSE</p>	<p>Todd Gleason Michael C. Augustini Jonathan P. Porier ENVIRONMENTAL & NATURAL RESOURCES Division Environmental Defense Section U.S. Department of Justice P.O. Box 23986 Washington, D.C. 20026 Phone: (202) 305-0739 Fax: (202) 514-8865</p> <p>Attorneys for Defendant UNITED STATES DEPARTMENT OF DEFENSE</p>

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SERVICE LIST

City of Rialto, et al. v. United States Department of Defense , et al.
United States District Court-Central
Case No. ED CV 04-00079 PSG (Ssx)

<p>James P. Ray Robinson & Cole, LLP 280 Trumbull Street Hartford, CT 06103-3597 Phone: (860) 275-8200 Fax: (860) 275-8299</p> <p>Michael R. Leslie Joan Mack Shirley Sanematsu, Esq. CALDWELL, LESLIE, NEWCOMBE & PETTIT 1000 Wilshire Boulevard, Suite 600 Los Angeles, CA 90017-2463 Phone: (213) 629-9040 Fax: (213) 629-9022</p> <p>Stephen C. Lewis, Esq. R. Morgan Gilhuly Donald E. Sobelman, Esq. BARG, COFFIN, LEWIS & TRAPP, LLP One Market Steuart Tower, Suite 2700 San Francisco, CA 94105-1475 Phone: (415) 228-5400 Fax: (415) 228-5450</p> <p>Attorneys for Defendant ENSIGN-BICKFORD COMPANY</p>	
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UNCERTIFIED REALTIME ROUGH - DO NOT REMOVE HEADER

1 UNCERTIFIED REALTIME COPY

2 DISCLAIMER

3 CCP section 2025.540(b) provides that an uncertified
4 rough draft transcript either received by counsel during
5 the actual proceeding ("realtime") or at any time prior
6 to the delivery of the final certified transcript "may
7 not be used, cited, or transcribed as the certified
8 transcript of the deposition proceedings. The rough
9 draft transcript may not be cited or used in any way or
10 at any time to rebut or contradict the certified
11 transcript of deposition proceedings as provided by the
12 deposition officer." A similar prohibition is strongly
13 inferred for the Federal Rules of Civil Procedure, Rule
14 30(f)(1) which requires that the original certified
15 transcript of a deposition be filed with the court for
16 intended purposes.

17 CASE NAME: RIALTO V. US DOD

18 DEPONENT: (TELEPHONIC MEET + CONFER)

19 DATE TAKEN: MARCH 2, 2007

20 REALTIME FILENAME: 153486rt

21 CCP section 2025.220(a)(5) provides "[A]ny party or
22 attorney requesting the provision of the instant visual
23 display of the testimony, or rough draft transcript
24 [following the proceeding], shall pay the reasonable
25 cost of those services." In addition, the individual
requesting this service is agreeing to the purchase of
the certified transcript.

The Engate realtime connection license is the result of
an ongoing litigation matter known as Engate v. Esquire
Deposition Services, LLC, USDC, NE Illinois, Case No. 01
C 6204 (www.ilnd.uscourts.gov).

UNCERTIFIED REALTIME ROUGH - DO NOT REMOVE HEADER

Exhibit L

1 The actual realtime connection itself is not a subject
2 of the Engate patent claims, only the functionality
3 available for use during the realtime feed. If you do
4 not acknowledge that you will assign a token to this
5 realtime connection, Hutchings will purchase an Engate
6 realtime license and charge this cost to each connecting
7 individual/firm.

8 By this disclaimer, you have also been informed that you
9 are not to share, give, copy, scan, fax, or in any way
10 distribute the realtime rough draft in any form (written
11 or computerized) to any individual. However, you may
12 have limited internal use to communicate this
13 information to retained consultants/experts, co-counsel,
14 staff and your client; however, by this disclaimer you
15 are being advised the Health Insurance Portability and
16 Accountability Act ("HIPAA") may be applicable to your
17 election to distribute the record of this proceeding
18 which may contain Personal Health Information ("PHI").

19 THIS IS AN UNCERTIFIED REALTIME DRAFT THAT HAS BEEN
20 PREPARED AND/OR PROVIDED IN A ROUGH FORMAT AT THE
21 SPECIFIC DIRECTION OF COUNSEL. NO REPRESENTATION IS
22 MADE ABOUT ITS ACCURACY.
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UNCERTIFIED REALTIME ROUGH - DO NOT REMOVE HEADER

09:59

1 9:12 a.m.

2 MR. SPIESS: Erik Spiess for the regional water
Page 2

3 board.
4 MR. LEON: Jorge Leon for the water board.
09:59 5 MS. MACEDO: This is Julie Macedo for the City of
6 Rialto.
7 MR. REFKIN: Marty Refkin and Tom Bloomfield for
8 the County of San Bernardino.
9 MR. SCHWARTZ: Terry Schwartz for the County of
09:59 10 San Bernardino also.
11 MR. GOLDBERG: Steve Goldberg for American
12 Promotional Events, Inc..-West.
13 MR. DINTZER: Jeffrey Dintzer, Pat Dennis and
14 Denise Fellers for Goodrich Corporation.
09:59 15 MR. JOHNSON: Christopher Johnson for Whittaker
16 Corporation.
17 MR. PHILLIPS: Todd Gleason for the Department of
18 Justice.
19 MR. HICKOK: Mike Hickok for The Marquardt Company
09:59 20 and Ferrante International, Inc.
21 MR. ELIE: Steve Elie and Ryan Hiete for west
22 Valley water District and Fontana Water Company.
23 MR. VAN VLEAR: John Van Vlear on behalf of Tom
24 Peters and the Peters trust.
09:59 25 MR. ZAGON: Brian Zagon for Pyro Spectaculars, Inc.

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HUTCHINGS COURT REPORTERS, LLC - GLOBAL LEGAL SERVICES
800.697.3210

□

UNCERTIFIED REALTIME ROUGH - DO NOT REMOVE HEADER

09:59 1 MR. MEEDER: Jim Meeder for the Emhart parties.
2 MR. SPIESS: well, I guess -- this is Erik Spiess I
3 guess I should start things off first of all I'd like to
4 thank Julie for coordinating this for everybody and I'd
Page 3

09:59 5 like to thank everybody for being available on such
6 short notice to have this meet and confer I think our
7 position is laid out pretty clearly in the letter
8 essentially we realize that there are some problems with
9 the federal subpoenas in general because of the
09:59 10 arrangements that the parties have reached in the
11 federal litigation and we realize that that issue needs
12 to be resolved. We don't necessarily oppose having
13 Jerry's deposition taken under oath the federal and
14 state cases but the problem I think is that we would
09:59 15 want that deposition concluded in one day and I don't
16 know if it's going to be feasible to do that we have all
17 the federal parties involved in it at this point so
18 that's an issue that we need to resolve. It might be
19 that the easiest resolution is just to have all the
09:59 20 federal subpoenas withdrawn at this point until some
21 later date which is consistent with what the parties
22 have agreed to in the federal litigation, I believe
23 that's my understanding.

24 MR. DINTZER: Er lick this is Jeffrey Dintzer let
09:59 25 me say this I haven't agreed to withdraw subpoenas and I

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09:59 1 have a slightly different view of this than maybe others
2 do and here's what it is I believe that the federal
3 subpoenas are valid under the circumstances. The
4 deponents have gotten reasonable notice and what we
09:59 5 would propose to hopefully resolve your concern would be
6 that the subpoenas remain in place and those be state

09:59 7 water board action and in federal litigation and then we
8 then suspend the federal depositions at the end of one
9 day because I don't think it'll take more than a day to
10 talk Mr. Thibeault's deposition at this time and then
11 the depositions can resume in the federal litigation and
12 all other parties can have the opportunity to question
13 after these proceedings are over with.

09:59 14 MR. LEON: Erik, I would suggest that we agree to
15 that only this is Jorge Leon if we reserve are available
16 I don't know the federal rules but are able to reserve
17 all our rights to on the to those federal subpoenas.

09:59 18 MR. MEEDER: Jorge, this is Jim Meeder it seems to
19 me that the immediacy of these depositions is driven by
20 the truncated state board proceeding which we're all
21 suffering under and if we did not have the state board
22 proceeding the federal subpoenas and the federal
23 discovery would proceed in a more orderly fashion but
24 because of the state board proceeding we necessarily
09:59 25 certainly the parties to it necessarily need to conduct

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09:59 1 some discovery either under the guise of the state board
2 subpoena rules and/or the federal litigation and it seems
3 to me that to ask that the regional board preserve some
4 right to object to further deposition of its executive
09:59 5 officer who's a member of the prosecution team as well
6 as the other members of the prosecution team that have
7 been noticed for deposition is unfair under the
8 circumstances because their depositions need to be taken

09:59 9 by the parties in the state board proceeding now to
10 prepare ourselves as best we can for that proceeding and
11 Mr. Dintzer's proposal makes a lot of sense because
12 clearly we are not going to have the kind of time and
13 nor is everyone else going to have the kind of time
14 needed to fully prepare for those depositions and take
09:59 15 them and I think they will run more than one day and so
16 what I'm really suggesting is is that I think that this
17 is what Mr. Dintzer suggested is that the parties to the
18 state board proceeding need to take discovery of these
19 witnesses and in my view that discovery should be taken
09:59 20 understate board proceeding and I am assuming that the
21 state board prosecution team is not objecting to
22 allowing those depositions to go forward under the state
23 board proceedings we can then sort out if I understand
24 that correctly maybe you can confirm that.

09:59 25 MR. SPIESS: Yeah that's correct.

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09:59 1 MR. MEEDER: All right and then maybe we should
2 just set aside for the moment although they could
3 commence technically they don't have to be undertaken
4 and I'm going to assume although I could be wrong and
09:59 5 I'm not trying to speak for everybody else in the state
6 board and the federal litigation that if their rights
7 are preserved they don't need to take any deposition
8 right now of Mr. Thibeault or any of these other
9 witnesses.

09:59 10 MR. SPIESS: So Jim -- this is Erik I guess that
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11 means then I'm hearing some conflicting proposal within
12 un(on one) hand we're saying that the federal deposition
13 at least of Jerry I'm not talking about the other
14 witnesses right now but the federal deposition of Jerry
09:59 15 should go forward now or later which of the two are you
16 advocating.

17 MR. DINTZER: This is Jeffrey Dintzer we would
18 start both depositions we'll close the deposition in the
19 state board proceedings I assume after one day I don't
09:59 20 think it's going to take more than that but the federal
21 deposition will begin simultaneously that deposition
22 will be suspended at the conclusion of one day of
23 questioning and then it will resume at a later date and
24 other parties can ask their questions at that time but
09:59 25 both subpoenas will be active and the deponent will be

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09:59 1 subject to giving testimony under the federal litigation
2 at this time.

3 MR. SPIESS: Is that consistent with your position,
4 Jim?

09:59 5 MR. MEEDER: Well if you're agreeable to that I
6 don't have any problem with it.

7 MR. SPIESS: I just want to ask what your position
8 is.

9 MR. MEEDER: If you're agreeable to that that's no
09:59 10 problem I think the key thing is no matter what the
11 structure all the parties in the federal litigation
12 necessarily need to preserve their right to do what is

13 necessary by way of examination of these witnesses at
14 some future date period.

09:59 15 MS. MACEDO: And I this is Julie. I have a
16 question.

17 MR. SPIESS: Let me ask a question first.

18 MS. MACEDO: What is the purpose of the federal
19 subpoena considering that that case the federal case is
09:59 20 currently transferred to Judge Gutierrez, we have no
21 discovery you know other than the traditional practice
22 that we've been using for more than two years to issue
23 subpoenas to what I see that appear to be no people with
24 no age or infirmity requirements.

09:59 25 MR. LEON: Jeffrey this is Jorge I don't see the

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09:59 1 point.

2 MR. SPIESS: I don't see why the federal
3 depositions need to go forward now at all.

4 MS. MACEDO: If everyone's going to reserve their
09:59 5 rights and it will come up through the course of the
6 federal litigation I don't understand about just the
7 state board subpoenas and not the federal litigation we
8 have a lot of people on this call that are only involved
9 because of the federal litigation and I hear that they
09:59 10 want to preserve their rights but why does that federal
11 subpoena need to be kept active.

12 MR. DINTZER: And I'll explain to you why if you
13 would like. The reason is is because the deposition
14 testimony that we are going to collect in connection

09:59 15 with these proceedings going forward needs to be subject
16 to the federal rules of civil procedure and the
17 determination of objections, instructions and the like
18 will be the subject of the federal magistrate's ruling
19 not necessarily the state board.

09:59 20 MR. SPIESS: So you're saying that by allowing the
21 federal deposition to proceed separately somehow our
22 prejudiced in the event you don't recall your rights
23 under the FRCP.

09:59 24 MR. DINTZER: What I'm saying to you is that if we
25 proceed with the federal deposition and that if

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09:59 1 there's obstruction of those depositions we have a
2 remedy for immediate relief.

09:59 3 MR. SPIESS: Well you will if those depositions
4 proceed later as a separate action in federal deposition
5 sometime down the road along with the other depositions.

09:59 6 MR. DINTZER: No, I want to have the transcripts
7 now before the March and early April hearings.

09:59 8 MR. LEON: We understand that so you could move
9 forward with the state board subpoena.

09:59 10 MR. SPIESS: Right.

11 MR. DINTZER: But the state board subpoena is the
12 arbiter of objections and instructions would be the
13 state board and we're not going to simply subject
14 ourselves to that.

09:59 15 MR. LEON: You want to have your cake and.

16 MR. MEEDER: Jorge this is Jim Meeder we do not
Page 9

17 want to have our cake and eat it too.

18 MR. LEON: You just want the benefit of the rules
19 and --

09:59 20 MR. MEEDER: What we want is we want some orderly
21 process and we're not aware of any orderly process by
22 way of procedure or procedural rules with regard to
23 depositions that the hearing officer has provided us
24 with and indeed the hearing notice is completely silent
09:59 25 on depositions and objections and obstruction of a

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09:59 1 deposition. There are no rules that we're aware of that
2 the chair of the state board applies or says she will
3 apply for those depositions.

4 MR. LEON: Jim, we --

09:59 5 MR. SPIESS: Well, Jim --

6 MR. MEEDER: Pardon?

7 MR. LEON: We can answer that for you by referring
8 you to the APA provisions that apply to board hearings
9 as you're aware and the Code of Civil Procedure.

09:59 10 MR. MEEDER: -- saying that the prosecution team's
11 position is that they are bound by the rules of civil
12 procedure with regard to depositions.

13 MR. LEON: I think that's what the chair would
14 hold.

09:59 15 MR. DINTZER: Well we don't have any specific means
16 of acquiring a remedy as these depositions proceed in
17 the state board action.

18 MR. LEON: Actually you do.

19 MR. DINTZER: Well no, I can't call Pam Doduc and
09:59 20 ask her to overrule your instruction not to answer a
21 question however in the federal litigation let me finish
22 in the federal litigation we actually do have an
23 immediate remedy because we have a special master who
24 has been appointed who oversees all of the discovery and
09:59 25 that special master is available and if there is an

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09:59 1 obstruction of these depositions she can immediately
2 order the obstruction of that deposition to cease.

3 MR. VAN VLEAR: This is John Van Vlear I don't mean
4 to jump in but let me add a comment in that that last
09:59 5 point is valid in the fact that I ended up in a
6 situation where I had to cease a deposition and call the
7 special master in the middle of the deposition it was
8 very effective and within you know within 45 minutes or
9 an hour of the problem we had it resolved and there was
09:59 10 an immediate mechanism to do that so it may be that the
11 remedy that the parties are looking for is some -- is
12 some stipulated ability maybe the state board can
13 stipulate to the you know a magistrate that's available
14 for something.

09:59 15 MR. SPIESS: Well this is Erik and I think we
16 understand your position we'll take into consideration
17 the idea of limiting Jerry's deposition to one day at
18 this point, allowing it to proceed under both the
19 federal and the state subpoena but based on the direction
09:59 20 that this is going in I can also see us being firm on

21 just not allowing the deposition to proceed under the
22 federal action at all so immediate Meeder I can this is
23 Jim Meeder you have said a number of times we I'm a
24 little confused with on whose behalf you're speaking
09:59 25 because you announced yourself as a counsel for the

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09:59 1 regional board and yet the regional board is not the
2 prosecution team in this case but in this proceeding at
3 least historically has been an adjudicatory body so could
4 you explain what you say we who you're referring to and
09:59 5 I know your letter of yesterday that Jorge signed
6 indicated that spoke like the prosecution piece and I
7 know from my conversations with Mr. Wyatt that when you
8 called him about Mr. Holub's deposition identified
9 yourself as representing the prosecution team so could
09:59 10 you clarify on whose behalf you speak and what role if
11 it's the regional board the regional board has in -- in
12 this proceeding as a party or as an adjudicator.

13 MR. SPIESS: well, first of all, Mr. Wyatt is
14 mistaken when I was talking with him I identified him as
09:59 15 representing the regional board just as I did today and
16 that continues to be my role it so happens that the
17 regional board and the advocacy team are allied in this
18 proceeding before the state board but my representation
19 here is of the regional board.

09:59 20 MR. MEEDER: So what interest does the regional
21 board have in whether a prosecution team witness
22 testifies or doesn't.

23 MR. SPIESS: well, you know, I really don't want to
24 get into this further I think that I've discussed what
09:59 25 we will consider and I think the next thing we should

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09:59 1 move onto is the remaining depositions because with
2 respect to Mr. Holub, Berchtold and Saremi I think
3 you're position is that those individuals are needed at
4 this point in time to spend their time working on the
09:59 5 submittals that are due March 13th and March 20th and
6 also to prepare for the hearing and participate in the
7 hearing and we're not willing to produce them for
8 deposition.

9 MR. MEEDER: So so you're wait a minute Erik you
09:59 10 just said we're not able to produce them.

11 MR. SPIESS: Yes, I did.

12 MR. MEEDER: Now that has to be the prosecution
13 team.

14 MR. LEON: Erik is authorized to act on behalf of
09:59 15 the prosecution team.

16 MR. SPIESS: I'm sure that if Jorge has a different
17 opinion he'll offer it but you know here's the.

18 MR. MEEDER: well Erik this is important because we
19 came here to negotiate with the prosecution team not
09:59 20 with the regional board as you claim to be representing
21 so Jorge is the counsel of record for the prosecution
22 team we want to talk to him unless you are.

23 MR. SPIESS: Let me just clarify something I mean
24 this prosecution team that is appearing in front of the

09:59 25 state board is appearing as port of the (part of the)

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09:59 1 regional board so essentially Jorge and I are working
2 for the same client, okay. So basically the point is
3 that those three depositions we're just not going to
4 agree to allow them to proceed because to do so would be

09:59 5 an unacceptable burden on our ability to produce our
6 case.

7 MS. MACEDO: Erik this is Julie I don't think
8 really any further comment is needed if Mr. Meeder has
9 questions he can certainly ask them off line but he
09:59 10 doesn't need to you know divide and conquer you and
11 Jorge who are both on the call and both able to speak
12 and respond to his questions.

13 MR. SPIESS: Yeah that's -- anyway so that's the
14 point. If you want to propose to the state board that
09:59 15 they delay the proceedings with you know on some
16 reasonable period then we're not going to object to that
17 but at this point we have deadlines facing us and we
18 have to put these people in play to prepare our case and
19 we just can't produce them for deposition.

09:59 20 MR. ZAGON: This is Brian day gone and we all know
21 that a request for more time to the board is futile and
22 you have depositions from all our witnesses you have
23 witnesses who are fact witnesses for the site for the
24 McLaughlin pit and for the claims against our respective
09:59 25 clients and it's prejudicial and unfair if the

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09:59 1 depositions don't go forward.
2 MR. LEON: Brian this is --
3 MR. ZAGON: We all have a lot of work to prepare
4 for this rush to inn justice so --
09:59 5 MR. SPIESS: Brian why is it that you think that
6 this is futile to request more time.
7 MR. ZAGON: Well you and I were both at the
8 prehearing conference I mean --
9 MR. LEON: I disagree with your.
09:59 10 MR. SPIESS: I don't think, Brian that the hearing
11 officer was faced at that point with an argument with
12 the parties (from the) parties that they were not able
13 to conduct discovery on the short time frame.
14 MR. ZAGON: That's not an accurate statement
09:59 15 immediate Meeder I can this is Jim Meeder and let me
16 pick up what you just asked this may be valuable you
17 said that if we made a motion for more time the
18 prosecution team would not oppose it is that fair?
19 MR. SPIESS: Yes.
09:59 20 MR. MEEDER: Okay now would the prosecution team
21 join in that request affirmatively?
22 MR. LEON: If we got some agreements from you, Jim,
23 and from Jeffrey we could consider it. This is Jorge
24 Leon.
09:59 25 MR. DINTZER: This is Jeffrey I don't know

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09:59 1 necessarily what you're referring to Jorge but for the
2 moment let me just say this we did I think vociferously
3 object to the timetable that was outlined by Ms. Doduc
4 we did explain that we would need discovery during the
09:59 5 course of the preparation for these proceedings all of
6 those comments were taken into account apparently that's
7 what she told us and then the next day this notice came
8 out with basically the same dates that had originally
9 been announced so I really don't think the issue today
09:59 10 is whether or not there's going to be a continuance we
11 can discuss that if you'd like but it seems to me right
12 now the question is when these material witnesses to
13 matters that are before the state board are going to
14 present for deposition if what you're telling us is
09:59 15 is that they are not going to be made available under
16 the current circumstances then we are going to have to
17 discuss a mechanism to have the federal court determine
18 whether or not those depositions are going to proceed
19 under the federal subpoenas so I think we should start to
09:59 20 talk about that.

21 MS. MACEDO: This is Julie and I agree that we
22 should start to talk about this but I have a question.
23 we're saying that the depositions have to proceed and I
24 think that in and of itself presumes something that may
09:59 25 not be true it sounds like the named parties Emhart Pyro

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09:59 1 and Goodrich are seeking some discovery prior to the
2 hearing and everyone knows the schedule but I think the
3 water board and Erik and Jorge can speak for themselves
4 are at least willing to entertain less intrusive
09:59 5 measures to get information that you think you're
6 entitled to obviously some of the people you want to
7 depose are going to be very busy during the next few
8 weeks but I think if today's meet and confer is a
9 negotiation process rather than just an attempt to delay
09:59 10 or continue the hearing or create an artificial
11 obstruction let's discuss what the purpose of these
12 depositions are what type of information you need
13 whether there can be some written discovery exchanged
14 and answered on an expedited basis and actually come to
09:59 15 a resolution rather than thinking that the whole process
16 needs to be subverted or extended which may or may not
17 be possible.

18 MR. LEON: We're trying to make this easier for you
19 guys Jeffrey and Jim.

09:59 20 MR. MEEDER: Here's a suggestion, Jeffrey I think
21 maybe we've heard what we need to hear from the
22 prosecution team today.

23 MR. DINTZER: Yeah yeah.

24 MR. MEEDER: About their position on the --

09:59 25 MS. MACEDO: You're saying there's no negotiation

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09:59 1 room and if the --

2 MR. MEEDER: No, no and I think what please Julie

09:59 3 let me finish we we've heard and as I understand it one
4 Jerry for one day they are not prepared to agree at this
5 time to produce Holub, Berchtold or Saremi but they are
6 into joining in or not opposing a request for extension
7 that's what they said and that's on the record. I think
8 what we need to do.

9 MR. SPIESS: Jim may I add to that.

09:59 10 MR. MEEDER: Sure.

11 MR. LEON: We are willing to produce the other
12 three requested deponents.

13 MR. MEEDER: who are they?

14 MR. LEON: Sorry?

09:59 15 MR. MEEDER: Go ahead. You mean Holub, Berchtold
16 and Saremi?

17 MR. LEON: Yes if the state board action.

18 MR. MEEDER: Is changed.

19 MR. LEON: Yeah if the schedule is put off.

09:59 20 MR. MEEDER: And Jeff I think maybe what we need to
21 do is have sort of the targeted parties here the defense
22 side of the house maybe get together and talk about what
23 we should do in light of their position on this. We can
24 then let the prosecution team and the City of Rialto
09:59 25 know.

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09:59 1 MR. DINTZER: Okay why don't we do that and agree
2 to continue the call what time.

3 MR. LEON: 10:00 o'clock?

4 MS. MACEDO: Maybe I don't know 1:00 o'clock 2:00

09:59 5 o'clock this afternoon maybe we can sort of sort that
6 out this afternoon.
7 MR. DINTZER: That's fine.
8 MR. MEEDER: Give us some time to think about it
9 and as you all can imagine we're working on all sorts of
09:59 10 other things at the same time let's just maybe we can
11 terminate this call we've heard our positions and we
12 appreciate everyone being candid need to sort of figure
13 out what we should do by way of trying to solve this
14 problem.
09:59 15 MR. LEON: well we need to set a firm time.
16 MR. MEEDER: 1:00 o'clock.
17 MR. LEON: Erik, are you available?
18 MR. SPIESS: I can be available at 1:00.
19 MS. MACEDO: That's fine for me, Jorge.
09:59 20 MS. FELLERS: Jeffrey, it works in your calendar
21 too.
22 MR. DINTZER: Very good.
23 MR. MEEDER: See you at 1:00. Thank you.
24 (Interruption in proceedings from 9:36 a.m. to
09:59 25 1:03 p.m.)

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13:50 1 MR. SPIESS: This is Erik. It sounds like where we
2 left things Jim Meeder had requested that we take a
3 brief pause and then reconvene at one and it sounded
4 like he might have something for us so I'll just -- it
13:50 5 sounds like Bob maybe you're going to be speaking.
6 MR. WYATT: Yeah, he's out of pocket.

7 MR. SPIESS: Bob, I was just thinking if you would
8 share with us what transpired over the past few hours
9 and where you see this headed at this point I'd be
10 interested.

11 MR. WYATT: Well because I've come and gone from
12 this dialogue I think Jeffrey if you don't mind taking
13 the baton --

14 MR. DINTZER: I'm happy to.

13:50 15 MR. SPIESS: Thank you.

16 MR. DINTZER: Mr. Spiess, let me say the following
17 we appreciate really we do more than you know the time
18 constraints that we are all operating under and we will
19 be as judicious as we can with the time of
13:50 20 Mr. Berchtold, Mr. Thibeault, Mr. Holub and Mr. Saremi
21 however they really are witnesses material to the matter
22 that is before the state board and we have to take their
23 depositions and so you know we don't believe that the
24 time lines that have been established are fair we've
13:50 25 articulated that at the notice hearing we will be

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13:50 1 articulating that in motions I'm sure you expect that
2 but for right now we have a deadline of March 13th and
3 we have to beat that deadline and so we have to have
4 their deposition testimony and we are going to enforce
13:50 5 and continue to apply the deposition subpoenas that have
6 been issued in both the state action and the federal
7 litigation we will agree as we indicated earlier to
8 suspend the depositions at the conclusion of our

13:50 9 questioning which again may not even take all day but
10 certainly not more than one day and -- for each witness
11 and then you know the deposition.

12 MR. SPIESS: I don't mean to interrupt but you did
13 schedule I think at least Bob Holub's if not Saremi's
14 for two days.

13:50 15 MS. NOVAK: That's correct.

16 MR. DINTZER: And let me say this we will agree
17 today as part of this meet and confer process because
18 which -- of the concerns that you've articulated that
19 we'll keep it to a day okay we'll keep our examination
13:50 20 to one day for now obviously without -- the rights to
21 the other parties of the litigation to question these
22 witnesses at some time after these proceedings and we'll
23 suspend the depositions at that point for that purpose
24 and so nobody's rights will be inter feared with.

13:50 25 MS. NOVAK: But it sounds like double dipping to me

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13:50 1 actually it sounds.

2 MR. WYATT: Who.

3 MS. NOVAK: I'm sorry this is Jennifer know vac
4 depend any attorney general.

13:50 5 MR. DINTZER: Ms. Novak, I do want to hear what you
6 have to say but I wasn't finished.

7 MS. NOVAK: Go ahead, Mr. Dintzer.

8 MR. DINTZER: Thank you very much.

9 we intend to go forward with the depositions if you
13:50 10 folks want to file motions to quash we'll be happy to

11 provide you with the information that you need in order
12 to do that with the special master that's been appointed
13 in the federal litigation those motions will be opposed
14 and it is unfortunate that we are in the situation that
13:50 15 we are in I think we made it very clear at the hearing
16 and Ms. Doduc said that she took into account our
17 concerns but nevertheless issued a notice with deadlines
18 which are fantastic in terms of the time that it permits
19 us to defend ourselves so that's where we are. I
13:50 20 certainly would like to hear from the attorney general
21 on this and we can talk about how we proceed from there.

22 MR. SOMMER: Jeffrey, this is Scott Sommer. Can I
23 ask a couple of clarifying questions?

24 MR. DINTZER: Sure.

13:50 25 MR. SOMMER: what you've made your point that the

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13:50 1 state board excuse me the regional board advocacy people
2 are material to the matter. But could you expand on
3 that what specifically makes them these particular
4 people materiality point.

13:50 5 MR. DINTZER: You know what, Mr. Sommer, I think
6 that that will become apparent in the depositions and I
7 don't really want to go into all of the work product
8 that I have as to why these individuals are relevant to
9 these proceedings needless to say there have been

13:50 10 numerous documents produced in this litigation,
11 countless documents that have been produced in this
12 litigation that bear the names of the individuals who

13 are subject of these depositions that go back in
14 historical record and I don't really think I need to say
13:50 15 more than that.

16 MR. SOMMER: Okay. Well, let me just be clear I'm
17 trying to see if there's a way to accommodate what
18 you're looking for there may be stipulations probable
19 interest may be records that could be produced on an
13:50 20 expedited basis.

21 MR. DINTZER: I don't really think anything
22 substitutes for a deposition under the circumstances.

23 MR. SOMMER: Unless and until you tell us what the
24 general subject matter of what you're looking for it's
13:50 25 very hard for anyone else at our end to understand when

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13:50 1 that's true or maybe if there are things that can be
2 addressed obviously I'm not going to belabor the time
3 line but the times that you're proposing are just as
4 devastating as everyone else trying to prepare.

13:50 5 MR. DINTZER: Look we have to take our time to take
6 the depositions so it's not as though we're going to
7 waste our time.

8 MR. SOMMER: Jeffrey I very patiently listened to
9 you talk. Please --

13:50 10 MR. DINTZER: I'm sorry. I didn't mean to
11 interrupt you. I apologize.

12 MR. SOMMER: I'm just saying we're willing to talk
13 about ways to accommodate you with stipulations,
14 producing documents on an expedited basis assuming

13:50 15 that's acceptable to the regional board I'm just
16 pointing out there are alternatives here. The second
17 question I have is I don't understand what any of this
18 has to do with the federal action. The understanding I
19 got from talking to Julie earlier was basically you
13:50 20 wanted the magistrate around to enforce questions well
21 those are questions designed for a state proceeding not
22 the federal proceeding obviously I think you're stuck
23 with what the state procedure is any more than we'd be
24 in state court arguing what should go on in front of any
13:50 25 of the federal judges.

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13:50 1 MR. DINTZER: Well I think that there's no question
2 that these witnesses have knowledge and will provide
3 testimony that's relevant to the federal litigation and
4 I would submit to you Mr. Sommer that the attendance at
13:50 5 these meet and confers and the desires by attorneys such
6 as Mr. van Vlear and other to secure their rights to
7 question these witnesses at a later time I think speaks
8 for itself.

9 MS. MACEDO: Mr. van Vlear I think made it clear in
13:50 10 this morning's call that the people who were interested
11 in getting the testimony on those subjects would not
12 mind if -- and that it seems like the federal subpoena
13 should be withdrawn so the state board subpoenas should
14 proceed and that's what the deposition should be based
13:50 15 on.

16 MR. DINTZER: Well, I think that misses the point.

17 The point that I think we're trying to make here is is
18 that these witnesses have testimony that is material and
19 relevant to the federal litigation and that answers your
13:50 20 question --

21 MS. MACEDO: Is that necessary for the state board
22 proceeding?

23 MR. DINTZER: I'm confident it's relevant to the
24 state board proceedings as well.

13:50 25 MR. SOMMER: Jeffrey, I think our position is not

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13:50 1 that we are objecting to these depositions in the
2 federal proceeding at a more suitable time, -- being
3 crammed into the time frame on the state board
4 proceeding.

13:50 5 MR. DINTZER: And Mr. Sommer I appreciate the fact
6 that there are time constraints here and I appreciate
7 the fact that people's time is being taken up believe me
8 I appreciate that I was shocked truly when Ms. Doduc
9 announced the schedule that she announced. I rarely am

13:50 10 speechless but I was at the moment that she made those
11 dates known to us and I'm sorry that that's the way it
12 is we have made our position with respect to the time
13 line known it will be codified in motions that will be
14 filed timely but it is what it is. The state of

13:50 15 California (California) has decided for its reasons I
16 don't know all of them they've decided the state of
17 California has decided to pursue private parties in a
18 informal proceeding on a schedule that is as I indicated

19 before fantastic and unfortunately we are left so that
13:50 20 we are able to defend ourselves adequately to take this
21 discovery which I don't think anybody disputes we are
22 entitled to take so (unable).

23 MR. SOMMER: Actually we don't concede it short of
24 hearing what it's about anyway I don't want to take time
13:50 25 away from the state Spiess piece so is it my

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13:50 1 understanding then that Goodrich is unwilling to even
2 formally request an extension of the hearing dates and
3 the submittal dates.

4 MR. DINTZER: No, I -- what I'm telling you is is
13:50 5 that we will be filing our motions and as part of those
6 motions we are going to object to the time line. I
7 don't -- please hear me correctly on that.

8 MR. SPIESS: I am thank you.

9 MR. DINTZER: Yes, we will be objecting to the time
13:50 10 line and if the state board if Ms. Doduc moves the time
11 line then I guess some of the concerns that you've
12 articulated earlier today and in your letter will be
13 addressed.

14 MR. WYATT: And unless and until that happens we
13:50 15 must proceed as this is Bob Wyatt for Emhart unless and
16 until that happens we must proceed as they we are
17 committed to the dates ordered by the chair of the state
18 board and we're entitled to do that.

19 MS. NOVAK: Okay. This is deputy attorney general
13:50 20 Jennifer Novak again. Couple of problems my first

21 problem is the fact that you have issued these subpoenas
22 in both state proceedings as well as federal. I
23 understand completely there will be some overlap of
24 issues I understand that you may want to ask questions
13:50 25 of these witnesses in the federal court proceeding what

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13:50 1 I'm assuming you're not willing to do is take your one
2 day of deposition and then agree that you're do you know
3 with these witnesses.

4 MR. DINTZER: Well I can't agree to that because
13:50 5 there are 35 other lawyers or so that have an
6 opportunity to question.

7 MS. NOVAK: They do the question is are you done?

8 MR. WYATT: Well how would we know this is Bob
9 Wyatt again how would we know until we've heard the
13:50 10 questions of other counsel and the answers to those
11 questions.

12 MS. NOVAK: Right so that I'm hearing is you're
13 going to take two shots.

14 MR. DINTZER: Ms. Novak let me tell you something
13:50 15 you don't know because this might help you.

16 MS. NOVAK: Please please educate me.

17 MR. DINTZER: There is a fed case management order
18 on the federal action that limits the time for
19 depositions and I don't think we've had one deposition
13:50 20 well maybe one or two depositions that go over that but
21 there are senior witnesses and maybe other extenuating
22 circumstances but your concern about the time for this

23 deposition and the quelling is already addressed in the
24 case management order in the federal litigation.

13:50 25 MS. NOVAK: well having not seen that I don't know

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13:50 1 what it says I don't know what the limitations are on
2 you.

3 MR. DINTZER: I'll tell you what it is it's seven
4 hours a day, 21 hours per witness.

13:50 5 MS. NOVAK: How many hours per witness.

6 MR. DINTZER: 21 hours per witness.

7 MS. NOVAK: So if you were to take a full day of my
8 witness everybody else has to share the remaining time.

9 MR. DINTZER: The other 14 hours.

13:50 10 MS. NOVAK: It alleviates my concerns somewhat but
11 not entirely. The other one is there are different

12 rules of procedure there are different rules of
13 relevance with respect to the state court and the

14 federal court actions so I think you've muddled it up a
13:50 15 little bit by having both types of subpoena in there you
16 know I can't speak for what the state board's time
17 scheduling you know was based on I have no idea. I also

18 hear I think some suggestion that you're going to bring
19 a lot of motions you're going to try to do what you can

13:50 20 to buy yourself and everybody else some extra time and
21 if that happens so be it but in the meantime you know
22 we've hit I understand I understand why it happened as
23 quickly as it did but we've been hit with these numerous
24 subpoenas spreading our resources thin we don't have

13:50 25 unlimited resources in terms of lawyers who could take

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13:50 1 the depositions and people who can be writing the briefs
2 that are due on the 13th et cetera not to mention the
3 people that you have identified as being material are
4 obviously the people that we most need to assist in the
13:50 5 briefing. So you know we perhaps are prejudiced more
6 than other people here and I can appreciate that
7 everybody's in a bit of a bind but we have some serious
8 concerns here as well.

9 MR. DINTZER: You don't have limited resources
13:50 10 Ms. Novak (we all have limited et cetera) all of us have
11 to work on this you know I have to be in a deposition
12 with one of these witnesses that takes time away from me
13 working on the defense of my client in connection with
14 these matters we have not set these depositions to
13:50 15 interfere with the preparation by the state that is
16 truly not the reason we are trying to get testimony we
17 are agreeing to reasonable limitations on -- on the
18 amount of time that we will take with each one of these
19 witnesses it's only one day and under the circumstances
13:50 20 we're very confident that the special master that has
21 been appointed to oversee discovery in the federal
22 litigation will see -- see fit to order these
23 depositions should you bring a motion.

24 MS. NOVAK: That the special master will then order
13:50 25 the depositions to go forward based on the need for the

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13:50 1 state administrator proceeding?

2 MR. DINTZER: The special master is familiar with
3 the state proceedings. She has been advised of the time
4 deadlines and knows with some specificity the problems
13:50 5 that it has created because obviously you know this --

6 the way that these two matters -- the state is
7 proceeding you know don't touch each other so she is --
8 she is familiar with the deadlines and she I (she
9 understands) the issues in the case so you know if you
13:50 10 wish to bring a motion to quash the federal subpoenas as
11 I indicated they will be opposed and I'll be happy to
12 give you her contact information and we'll work with you
13 of course to have that matter scheduled promptly.

14 MS. NOVAK: That would be great if you could either
13:50 15 e-mail it to me.

16 MR. DINTZER: Yes of course we would generally work
17 through that's called Judicate West which is you know
18 one private judging and neutral organization and the
19 contact person there is Courtney Zito and Ms. Zito
13:50 20 schedules matters for magistrate Tassopoulos and I will
21 have her contact information sent to you if you would
22 give me your e-mail address I'll send it to you.

23 MS. NOVAK: Sure it's my name Jennifer dot Novak at
24 DOJ dot CA dot gov, G-O-V.

13:50 25 MR. DINTZER: So it's Jennifer Novak at --

13:50 1 MS. NOVAK: You need to put the dot between the
2 first and last names.
3 MR. DINTZER: At I'm sorry at.
4 MS. NOVAK: DOJ, Department of Justice.
13:50 5 MR. SOMMER: Jeffrey, we're -- Julie's at her
6 computer terminal. She's going to e-mail this to all of
7 you so you don't have to stumble over the phone.
8 MS. NOVAK: Thank you.
9 MR. SOMMER: Just for the record, we do not agree
13:50 10 that the magistrate is going to agree with the schedule
11 being driven by the the state court proceeding.
12 MS. NOVAK: And I also appreciate the fact that
13 you're going to limit these to one day each but we also
14 have a problem with witness availability.
13:50 15 MR. DINTZER: You want to discuss that?
16 MS. NOVAK: Sure, Erik. It's Kamron or --
17 MR. SPIESS: It's Bob Holub, Kurt Berchtold and
18 Kamron Saremi are the witnesses they're particularly
19 limited we've stated before that so long as Jerry's
13:50 20 deposition can be limited to one day we can spare his
21 time --
22 MR. DINTZER: You're just talking their
23 availability in terms of they've got other business
24 they're not out of town or.
13:50 25 MS. NOVAK: No one of them is out of to you is my

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13:50 1 understanding.

2 MR. SPIESS: Bob Holub is out of time those dates
3 were in my letter.

4 MR. WYATT: This is Bob Wyatt when does he leave
13:50 5 for Arizona?

6 MR. SPIESS: I believe it's on the ninth.

7 MR. WYATT: Do you know that for a fact?

8 MR. SPIESS: I don't have a copy of my letter in
9 front of me but it's stated in my letter.

10 MR. WYATT: It's very ambiguous whether he was
11 leaving at the end of Friday to go to Arizona to be
12 there on Saturday so that's why I'm seeking
13 clarification.

14 MR. SPIESS: What kind of clarification would you
13:50 15 like I think he's leaving on the ninth and he's not
16 returning.

17 MR. WYATT: What time on the ninth?

18 MR. SPIESS: I don't know.

19 MS. MACEDO: It sounds like he's not available on
13:50 20 the 9th.

21 MR. SPIESS: It sounds like the entire day for him
22 but I can find out specifically.

23 MR. WYATT: If you would find out what time he is
24 departing on the ninth, then --

13:50 25 MR. DINTZER: I'm certain we can work that out.

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13:50 1 MR. WYATT: Yeah. If he's leaving late in the
2 afternoon then it seems to me the one day amount of time
3 for his deposition should be sufficient if you're saying

13:50 4 ease leaving in the morning then we'll talk about
5 another date so that we are have his testimony available
6 so that we can include it as part of our March 13th
7 submission.

8 MR. SPIESS: I'll get you further detail on that,
9 then.

13:50 10 MR. WYATT: Thank you.

11 MR. SPIESS: Departure time.

12 MR. WYATT: Thank you.

13 MR. SPIESS: Just for the record I think that he's
14 going to be gone the entire day.

13:50 15 MR. WYATT: Understood.

16 MS. MACEDO: I have a further question since so
17 many parties are on the phone and it's something that
18 happened seems to be at odds with what we agreed to on
19 yesterday's deposition setting call that led to today's
13:50 20 two meet and confers we are in receipt of three new
21 subpoenas in the federal action for March 10th, 12th and
22 16th and as of yesterday all parties had agreed not to
23 issue any subpoenas during March so I'm trying to figure
24 out if they're relevant to the state board proceeding
13:50 25 and are issued in the federal litigation for a

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13:50 1 particular reason or really what the purpose is it's
2 Mr. Thrash, Mr. Litton and Mr. Adelson.

3 MR. DINTZER: Those are all relevant to the state
4 board proceeding.

13:50 5 MS. MACEDO: Are they going to be noticed in the
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6 state board proceedings?

7 MR. WYATT: They've been noticed in both actions.

8 MS. MACEDO: So Jennifer Novak and Erik Spiess will
9 be getting copies of these?

13:50 10 MR. WYATT: We have posted Thrash on the --

11 MR. DINTZER: I think that their clients provide it
12 to them.

13 MS. MACEDO: So Jennifer and Erik just a heads up
14 that it's not four depositions that you're looking at
15 it's now seven.

13:50 16 MR. DINTZER: You can send them copies I mean maybe
17 that's helpful to them.

18 MS. NOVAK: Yeah of course if I don't have them I'd
19 like to see them.

13:50 20 MR. DINTZER: Sure.

21 MR. SPIESS: Yeah I would too.

22 MR. VAN VLEAR: This is John Van Vlear who are
23 those three people the new ones?

24 MS. MACEDO: Richard Thrash, Gary Litton and Mark
13:50 25 Adelson you'll have to ask the noticing parties as to

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13:50 1 why they were noticed.

2 MR. WYATT: Thrash is the air district.

3 MR. DENNIS: The water board or the air district.

4 MR. VAN VLEAR: Okay thank you.

13:50 5 MR. SPIESS: And Adelson's with the regional board,
6 isn't he?

7 MR. WYATT: Yes.

8 MR. DENNIS: I believe so.

9 MR. SOMMER: And who's the third third regional

13:50 10 board person?

11 MR. SPIESS: It's a Gary a guy named Gary Litton
12 who formerly worked with the regional water quality
13 control board.

14 MS. MACEDO: And his deposition was noticed for
13:50 15 March 16th 3 days after the submission deadline why?

16 MR. DENNIS: Because that's when we want to take
17 it.

18 MS. MACEDO: So it's not really four the current
19 schedule as you alleged during today's call.

13:50 20 MR. DENNIS: Litton's deposition is not in the
21 sense that he we're not going to have his transcript on
22 you know March 13 but other than that it is relevant to
23 the state board proceeding.

24 MS. MACEDO: And you won't be able to do anything
13:50 25 with it?

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13:50 1 MR. WYATT: We may be able to call --

2 MR. DINTZER: Julie, that's a question you can
3 address by looking at the California Evidence Code okay.

4 MS. NOVAK: Kind of a broad statement.

13:50 5 MS. MACEDO: Should I check the federal too or just
6 California?

7 MR. DENNIS: Check the board's rePHAERG order
8 because it says the California Evidence Code.

9 MR. DINTZER: That's what it says.
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13:50 10 MR. SOMMER: Well, as Julie points out this is
11 Scott Sommer we have more than three it's up to the
12 grand total is seven now?
13 MS. MACEDO: Seven.
14 MR. SOMMER: All right. Okay. I'm afraid to ask
13:50 15 again are there any more subpoenas coming maybe that's a
16 good question.
17 MR. DINTZER: There may be one more.
18 MR. SOMMER: Want to tell us who that is?
19 MR. DINTZER: Not at this time.
13:50 20 MS. NOVAK: So we don't even have the opportunity
21 to check with the witness.
22 MR. DINTZER: It's not it's not a state witness.
23 MS. MACEDO: But our availability.
24 MR. DINTZER: The deposition would occur after the
13:50 25 13th and that's what we'll say.

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13:50 1 MR. SOMMER: Well, let me bring up one additional
2 matter since we've got at least many of the state board
3 people on the phone are you guys interested in
4 discussing possible stipulations on electronic service
13:50 5 for some of this material.
6 MR. DINTZER: Let me say this we talked a little
7 bit about that and the one thing I think we're prepared
8 to address today, Scott and I certainly want to hear
9 from the advocacy team on this as well and the City is
13:50 10 that we have these motions due on March 5th at 5:00
11 o'clock and we you know of course we will have them

12 differed by messenger to the state board, Ms. Doduc and
13 her staff but with respect to service on the other
14 designated parties it would seem to us to make the most
13:50 15 sense that we simply agree that they be served by e-mail
16 PDF before 5:00 p.m. on the attorneys who have appeared
17 on behalf of the various designated parties we have to
18 talk to Mr. Deas about that as well but I suspect he
19 won't have a problem with that.

13:50 20 MR. SOMMER: What about the materials due on the
21 13th and the 20th?

22 MR. DINTZER: I don't think we're ready to discuss
23 that at this point.

24 MS. MACEDO: Okay because it did seem like your the
13:50 25 three letters from Pyro Goodrich and Emhart objected at

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13:50 1 least to the advocacy team proposal for that so --

2 MR. DINTZER: We objected to the ad team's proposal
3 that they be permitted to use electronic format with
4 respect to the depositions because Ms. Doduc issued a
13:50 5 notice which required us to start copying at great
6 expense the deposition transcripts that we would be
7 utilizing and it's not fair to change the rules of the
8 game midstream so we have incurred that expense and we
9 expect everyone else will have to do the same it's
13:50 10 unfortunate that there was not more consideration given
11 to that -- to that point.

12 MS. MACEDO: Or that an agreement could have been
13 reached between the parties.

14 MR. DINTZER: well but you know, Ms. -- no one
13:50 15 thrust this schedule we didn't thrust this schedule on
16 ourselves this was thrust upon us.

17 MR. SOMMER: Jeffrey let's approach it this way our
18 question for you is whole or in part certainly in part
19 as far as I'm concerned given the mass of material that
13:50 20 we're anticipating will be involved from our end we'd
21 like to explore ways and clearly there's a great deal of
22 duplication with things that are already in your
23 possession, Mr. Wyatt's possession, ways to either
24 produce them electronically or produce them by reference
13:50 25 or something that makes it you know more cheap --

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13:50 1 cheaper and easier.

2 MR. DINTZER: You know what I would suggest,
3 Mr. Sommer and like I said we just had not made a
4 decision about the 13th I did want to propose this
13:50 5 electronic service of the motions because I thought it
6 made the most sense and would be convenient for everyone
7 if there is agreement on that then we can get in touch
8 with Mr. Deas, get his agreement on it and then we can
9 all participate in that manner. With respect to the
13:50 10 March 13th materials if you have a proposal that you
11 want to make in terms of service amongst the parties
12 with respect to matters I would suggest put it in a
13 letter to us and we will give it due consideration.

14 MR. MEEDER: Yeah Scott this is Jim Meeder I just
13:50 15 came back from my last session outside of the office

16 here there's a further point on the deposition proposal
17 that I guess you and Jorge really made and that is is
18 that until we know what specific witness you may be
19 talking about and whether or not you have any have made
13:50 20 a showing sufficient under the California Evidence Code
21 as to the admissibility of the deposition transcript we
22 cannot dialogue or talk about this in the abstract
23 because we start with the premise that if you're going
24 to call a witness they have to be live and -- to meet
13:50 25 and confer or at least demonstrate some compliance with

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13:50 1 the California Evidence Code with regard to the use of
2 depositions we think it's premature and improper to talk
3 in the abstract about dumping deposition transcripts
4 into some record.

13:50 5 MR. SOMMER: Well, there's two questions, Jim, one
6 is whether we stipulate on admissibility in the first
7 instance and the second is that even assuming we don't
8 we can at least agree that we don't have to serve each
9 other with deposition transcripts in the federal action
13:50 10 that we both already have.

11 MR. ZAGON: This is Brian. We got everyone on the
12 line I think we should do what Mr. Dintzer said which is
13 send us something in writing we'll think about it and
14 figure it out and we'll get back to you but right now
13:50 15 we've got a lot of people on the phone who probably have
16 other things to do.

17 MR. MEEDER: I think that's a good idea, Brian.

18 MR. ZAGON: Plus we got motions to write actually
19 to finish.

13:50 20 MR. DINTZER: Do we have an agreement on the
21 e-mails with respect to the motions?

22 MR. SOMMER: That's fine. Julie?

23 MS. MACEDO: That's fine.

24 MR. SOMMER: It's acceptable to us.

13:50 25 MR. DINTZER: Is it acceptable someone representing

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13:50 1 the ad team on the call.

2 MR. ZAGON: Mr. Spiess is on the phone.

3 MR. DINTZER: Mr. Spiess, is that --

4 MR. SPIESS: That's fine with us.

13:50 5 MS. NOVAK: And I'm going to ask if you don't mind
6 this is Jennifer Novak for a courtesy copy of it as
7 well.

8 MR. DINTZER: Sure we'll put you on the list.

9 MS. NOVAK: Thank you.

13:50 10 MR. DINTZER: You might regret it but you'll be on
11 the list.

12 so we just need to get ahold of I guess Mr. Diaz?
13 Scott, is that something you might be able to do?

14 MS. MACEDO: I don't think it's our burden to do
15 that.

13:50 16 MR. SOMMER: We'll leave that with you, Jeffrey.

17 MR. DINTZER: Well, does someone have his contact
18 information?

19 MS. MACEDO: His e-mail and address are on one of
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13:50 20 the distribution list e-mails you received.
21 MR. ZAGON: Mr. Dintzer, this is Brian. We'll call
22 him.
23 MR. DINTZER: If you could get in touch with him
24 that'd be great and then if we could confirm that all in
13:50 25 an e-mail that'll be one housekeeping issues we can put

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13:50 1 aside. Anything else?
2 MR. WYATT: Okay. Sounds like we're done.
3 MR. SPIESS: I have a question as far as getting
4 back to someone about Bob's availability would I just do
13:50 5 that with you, Bob?
6 MR. WYATT: Yes, we were the noticing party.
7 MS. MACEDO: I might send around an e-mail to
8 everyone, Erik.
9 MR. SPIESS: Okay, that's fine.
13:50 10 MR. WYATT: And Brian -- excuse me, Erik in the
11 present circumstances if in fact let's just say for sake
12 of discussion he's getting on a plane at 8:30 in the
13 morning Friday morning the fineth please give us an
14 alternative date at least as a place holder and before
13:50 15 the 13th okay?
16 MR. SPIESS: Understood. I'm not promising that we
17 will but I'll definitely take that into account.
18 MR. WYATT: Well, please understand that there is a
19 subpena out there and if the subpena is in effect we
13:50 20 would expect Mr. Holub to show up for husband deposition
21 on the ninth so I'm willing to listen and be reasonable
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22 but unless and until we reach? kind of compromise we
23 intend to proceed on the ninth.

24 MR. SOMMER: Anything else?

13:50 25 MR. DINTZER: I think we have it all done.

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13:50 1 MR. SOMMER: Okay thanks everyone.

2 MR. DINTZER: Thank you very much.

3 MR. WYATT: Bye.

4 1:34 p.m.

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