
**Stipulation to Dismiss Plaintiffs' Claims and Defendants' Counterclaim,
August 20, 2007**

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AUG 20 2007
CENTRAL DISTRICT OF CALIFORNIA
BY [Signature] DEPUTY

12 Attorneys for Plaintiffs and Counter-Defendants
13 Castaic Lake Water Agency; Newhall County
14 Water District; Santa Clarita Water Company; and
15 Valencia Water Company

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16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 CASTAIC LAKE WATER AGENCY;
19 NEWHALL COUNTY WATER
20 DISTRICT; SANTA CLARITA
21 WATER COMPANY; and VALENCIA
22 WATER COMPANY,

23 Case No.: 00-12613AHM(RZx)
24 *cv*

25 **STIPULATION TO DISMISS
26 PLAINTIFFS' CLAIMS AND
27 DEFENDANTS' COUNTERCLAIMS**

28 Plaintiffs,

29 vs.

30 WHITTAKER CORPORATION;
31 SANTA CLARITA LLC;
32 REMEDIATION FINANCIAL, INC.;
33 and DOES 1-10, Inclusive,

34 **Hearing**
35 **Date:** N/A
36 **Time:** N/A
37 **Place:** Courtroom 14
38 **Hon. A. Howard Matz**

39 Defendants.

40 ENTERED
41 CLERK, U.S. DISTRICT COURT
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43 CENTRAL DISTRICT OF CALIFORNIA
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45 AND RELATED ACTIONS.

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1 This Stipulation to dismiss plaintiffs' claims and defendants' counterclaims,
2 entered into by and among Plaintiffs and Counter Defendants Castaic Lake Water
3 Agency, Newhall County Water District, Santa Clarita Water Company and Valencia
4 Water Company (collectively, "Plaintiffs"), Defendants and Counter Claimants Whittaker
5 Corporation ("Whittaker") and Santa Clarita LLC ("SCLLC") and Defendant
6 Remediation Financial, Inc. ("RFI") (collectively, "Defendants"), (the foregoing
7 Plaintiffs, and Defendants are collectively referred to herein as the "Parties"), is made
8 with reference to the following facts and recitals:

9 **RECITALS**

10 1. **WHEREAS**, Whittaker is the former owner of approximately 960 acres of
11 real property located in the City of Santa Clarita, County of Los Angeles, California, (the
12 "Site"). The Site is currently owned by SCLLC.

13 2. **WHEREAS**, Plaintiff Santa Clarita Water Company is the operator of wells
14 commonly designated as Saugus 1, Saugus 2, and the Stadium Well. Plaintiff Newhall
15 County Water District is the owner and operator of a water well commonly designated as
16 NC11. Plaintiff Valencia Water Company is the owner and operator of water wells
17 commonly designated as V157 and Q2. Saugus 1, Saugus 2, the Stadium Well, NC11,
18 V157 and Q2 are collectively referred to at all times herein the "Subject Wells."

19 3. **WHEREAS**, on or about November 29, 2000, a civil action was brought in
20 the United States District Court for the Central District of California ("Court"), Case No.
21 CV 00-12613 AHM (RZx) by Plaintiffs (the "CLWA action"). Whittaker, SCLLC and
22 RFI were named as defendants in the CLWA action. In the CLWA action, Plaintiffs
23 vldsfkldsfkl;alleged, among other things, that 1) the groundwater in and around the Site
24 has been contaminated by perchlorate and other hazardous materials; 2) perchlorate
25 contamination has been found in Subject Wells owned by Plaintiffs; and 3) Whittaker,
26 SCLLC, and RFI caused and/or permitted the contamination. Plaintiffs further alleged
27 that they have incurred "response costs" in addressing this contamination, including the
28 costs of engaging consultants to undertake environmental assessment, water treatment

1 studies, groundwater analysis and characterization work in connection with the alleged
2 perchlorate contamination.

3 4. **WHEREAS**, on or about January 19, 2001, Whittaker answered the
4 allegations of Plaintiffs and filed its affirmative defenses in support thereof, and filed its
5 own counter-claims against Plaintiffs alleging, among other things, that Plaintiffs were
6 responsible for the release or threatened release of hazardous substances in and around
7 the Site and as a result Whittaker was entitled to a Declaratory Judgment pursuant to the
8 Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")
9 §113(g)(2), contribution pursuant to CERCLA §113(f), and response costs pursuant to
10 the Hazardous Substances Account Act ("HSAA"). The action commenced by
11 Whittaker's filing of its counter-claims is hereinafter referred to as the "Whittaker
12 Action." On or about January 18, 2001, SCLLC answered the allegations of Plaintiffs
13 and filed its affirmative defenses in support thereof, and SCLLC filed a counter-claim
14 against Plaintiffs (the "SCLLC Action") alleging substantially identical facts as the
15 Whittaker Action and seeking declaratory relief under CERCLA §§ 107(a), contribution
16 under CERCLA §113(f), and recovery of response costs under the HSAA.

17 5. **WHEREAS**, Whittaker, SCLLC and RFI, and Plaintiffs have entered into
18 the Interim Settlement and Funding Agreement dated as of July 28, 2003 (the "Interim
19 Agreement") and the First Amendment to the Interim Settlement and Funding Agreement
20 dated October 11, 2004, which, among other things, extended the term of the Interim
21 Agreement through January 2005.

22 6. **WHEREAS**, in or around July, 2004, SCLLC and two of its affiliates filed
23 voluntary Chapter 11 bankruptcy petitions, and the cases thereby commenced are
24 pending in the United States Bankruptcy Court for the District of Arizona (the "Arizona
25 Bankruptcy Court"), denominated Cases Nos. 2-04-BK-11910 CGC, 2-04-BK 11911
26 CGC and 2-04-BK-17294 CGC, respectively, which cases are jointly administered with a
27 bankruptcy case previously commenced by a petition filed by a third affiliate of SCLLC,
28 RFI, and denominated as Case No. 2-04-BK-10486 CGC. Case Nos. 2-04-BK-11910

1 CGC, 2-04-BK 11911 CGC, 2-04-BK-17294 CGC and 2-04-BK-10486 are jointly
2 administered under Case No. 2-04-BK-10486 CGC and are collectively referred to as the
3 "Bankruptcy Cases."

4 7. **WHEREAS**, on April 6, 2007, Plaintiffs and Defendants entered into two
5 settlement agreements that resolve Plaintiffs' claims and Defendants' counterclaims. The
6 settlement agreements require that a joint stipulation to dismiss the claims and
7 counterclaims be filed with the court after the settlement agreements are funded. The
8 claims settlement agreement was funded on or about August 9, 2007 and the
9 counterclaim settlement was funded on or about August 10, 2007.

10 **NOW, THEREFORE**, the parties hereby stipulate to dismiss Plaintiffs'
11 claims against Defendants in accordance with the "Castaic Lake Water Agency Litigation
12 Settlement Agreement," (previously filed as Exhibit 1 to the Parties' June 18, 2007 Joint
13 Motion for Court Approval of Settlement Agreements and Good Faith Settlement
14 Determination) with prejudice to the extent expressly released therein, and otherwise
15 without prejudice, as to the claims asserted in the underlying complaint.

16 The Parties further stipulate to dismiss defendants Whittaker Corporation's
17 and Santa Clarita, LLC's counterclaims against Plaintiffs in accordance with the
18 Counterclaim Settlement Agreement and Release (previously filed as Exhibit 2 to the
19 Parties' June 18, 2007 Joint Motion for Court Approval of Settlement Agreements and
20 Good Faith Settlement Determination) with prejudice to the extent expressly released
21 therein, and otherwise without prejudice, as to the claims asserted in the underlying
22 counter-complaints.

23 Dated: August 17, 2007

FREDERIC A. FUDACZ
ALFRED E. SMITH
BYRON P. GEE
NOSSAMAN, GUTHNER, KNOX & ELLIOTT, LLP

26 **IT IS SO ORDERED**

27 Dated August 20, 2007

28 [Signature]
United States District Judge

By:

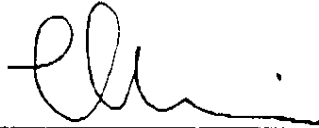
[Signature]
Attorneys for Plaintiffs and Counter-Defendants
Castaic Lake Water Agency; Newhall County
Water District; Santa Clarita Water Company;
and Valencia Water Company

1 Dated: August 16, 2007

LAWRENCE J. HILTON
WILLIAM E. HALLE
HEWITT & O'NEIL LLP

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By: 
Attorneys for Defendant and Counter-Claimant
Santa Clarita, LLC and Defendant Remediation
Financial, Inc.

Dated: August __, 2007

JOSEPH J. ARMAO
HELLER EHRMAN WHITE & McAULIFFE, LLP
RICHARD A. DONGELL
THOMAS F. VANDENBURG
DONGELL LAWRENCE FINNEY LLP

By: _____
Attorneys for Defendant Whittaker Corporation

1 Dated: August __, 2007

LAWRENCE J. HILTON
WILLIAM E. HALLE
HEWITT & O'NEIL LLP

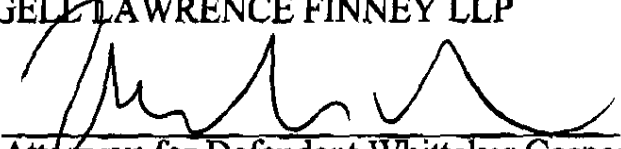
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By: _____
Attorneys for Defendant and Counter-Claimant
Santa Clarita, LLC and Defendant Remediation
Financial, Inc.

Dated: August 12, 2007

JOSEPH J. ARMAO
HELLER EHRMAN WHITE & McAULIFFE, LLP
RICHARD A. DONGELL
THOMAS F. VANDENBURG
DONGELL LAWRENCE FINNEY LLP

By: 
Attorneys for Defendant Whittaker Corporation

PROOF OF SERVICE

The undersigned declares:

I am employed in the County of , State of California. I am over the age of 18 and am not a party to the within action; my business address is c/o Nossaman, Guthner, Knox & Elliott, LLP, 445 S. Figueroa Street, 31st Floor Los Angeles, California 90071-1602.

On August 17, 2007, I served the foregoing

STIPULATION TO DISMISS PLAINTIFFS' CLAIMS AND DEFENDANTS' COUNTERCLAIMS

on parties to the within action by placing () the original (x) a true copy thereof enclosed in a sealed envelope, addressed as shown on the attached service list.

(XX) (By U.S. Mail) On the same date, at my said place of business, said correspondence was sealed and placed for collection and mailing following the usual business practice of my said employer. I am readily familiar with my said employer's business practice for collection and processing of correspondence for mailing with the United States Postal Service, and, pursuant to that practice, the correspondence would be deposited with the United States Postal Service, with postage thereon fully prepaid, on the same date at Los Angeles, California.

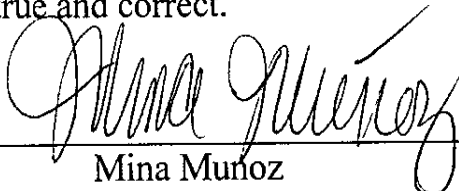
() (By Facsimile) I served a true and correct copy by facsimile pursuant to C.C.P. 1013(e), to the number(s) listed on the attached sheet. Said transmission was reported complete and without error. A transmission report was properly issued by the transmitting facsimile machine, which report states the time and date of sending and the telephone number of the sending facsimile machine. A copy of that transmission report is attached hereto.

() (By Overnight Service) I served a true and correct copy by overnight delivery service for delivery on the next business day. Each copy was enclosed in an envelope or package designated by the express service carrier; deposited in a facility regularly maintained by the express service carrier or delivered to a courier or driver authorized to receive documents on its behalf; with delivery fees paid or provided for; addressed as shown on the accompanying service list.

Executed on August 17, 2007.

() (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(XX) (FEDERAL) I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.


Mina Muñoz

SERVICE LIST

CASTAIC LAKE WATER AGENCY, et al. v. WHITTAKER CORPORATION, et al.
USDC Case No. CV 00-12613 AHM (RZx)

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SANTA CLARITA, CALIF.

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20 21 22 23	Steven L. Crane, Esq. Steven L. Feldman, Esq. GOLDFARB, STURMAN & AVERBACH 15760 Ventura Blvd, Suite 1900 Encino, CA 91436	Telephone: (818) 990-4414 Facsimile: (818) 905-7173 Attorneys for Third Party Defendant and Third Party Counter-Claimant Hasa Chemicals, Inc.