

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Filed as eCF #477

-----X
STATE OF NEW YORK,

CV 01-3136 (KAM)(WDW)

Plaintiff,

-against-

HICKEY'S CARTING, INC., DENNIS C.
HICKEY, MARIA HICKEY, ENTENMANN'S,
INC., ESTEE LAUDER, INC., WHITMAN
PACKAGING CORP., MULLER MARTINI
CORP., DETAIL CARTING CO., INC., GE
AVIATION SYSTEMS LLC (formerly known as
Smiths Aerospace LLC and Aerospace Avionics,
Inc.), DAYTON T. BROWN, INC., DISC
GRAPHICS, INC., FRANZA'S UNIVERSAL
SCRAP METAL INC., LONG ISLAND
LIGHTING COMPANY (d/b/a Long Island Power
Authority), MURDOCH COMPANY, LLC
(formerly known as MacKenzie Chemical Works,
Inc.), COUNTY OF SUFFOLK, JAMAICA ASH
& RUBBISH REMOVAL CO., INC., JET
SANITATION SERVICE CORP., PRUDENTIAL
INSURANCE COMPANY OF AMERICA,
MACY'S EAST, A DIVISION OF MACY'S
RETAIL HOLDINGS, INC., VERIZON
NEW YORK, and GILFORD HOLDINGS LTD.
(formerly known as Southside Carting Co. Inc.),

Defendants.

-----X
HICKEY'S CARTING, INC., DENNIS C.
HICKEY, and MARIA HICKEY,

Third-Party Plaintiffs,

-against-

TOWN OF ISLIP and THE ISLIP RESOURCE
RECOVERY AGENCY, ENTENMANN'S, INC.,
ESTEE LAUDER, INC., WHITMAN PACKAGING
CORP., MULLER MARTINI CORP, and

NATIONAL SERVICE INDUSTRIES, INC.,

Third-Party Defendants.

-----X
ESTEE LAUDER INC. and WHITMAN
PACKAGING CORP.,

Third-Party Plaintiffs,

- against -

KNF CLEAN ROOM PRODUCTS
CORPORATION (formerly known as Clean Room
Products, Inc.); DAYTON T. BROWN, INC.;
DISC GRAPHICS, INC.; GE AVIATION
SYSTEMS LLC (formerly known as Smiths
Aerospace LLC and Aerospace Avionics, Inc.);
FRANZA'S UNIVERSAL SCRAP METAL, INC.;
LONG ISLAND LIGHTING COMPANY (d/b/a
Long Island Power Authority); MURDOCH
COMPANY, LLC (formerly known as Mackenzie
Chemical Works, Inc.); NEW YORK STATE
OFFICE OF MENTAL HEALTH; NEW YORK
STATE DEPARTMENT OF TRANSPORTATION;
SUFFOLK COUNTY; JAMAICA ASH &
RUBBISH REMOVAL CO., INC.; JET
SANITATION SERVICE CORP.; GILFORD
HOLDINGS LTD. (formerly known as Southside
Carting Co. Inc.); TONY'S BARGE SERVICE,
INC. (formerly known as Tony's Sanitation
Service, Inc.); LONG ISLAND RUBBISH
REMOVAL EASTERN CORP. (formerly known
as Long Island Rubbish Removal Corp.); TMJ
CARTING, INC. (formerly 3M Carting, Inc.);
METS ROLL-OFF SERVICE, INC.; and PDK
LABS INC.,

Third-Party Defendants.
-----X

-----X
ENTENMANN'S INC. and MULLER MARTINI
CORP.

Third Party Plaintiffs,

-against-

GE AVIATION SYSTEMS LLC (formerly known
as Smiths Aerospace LLC and Aerospace Avionics,
Inc.), KNF CLEAN ROOM PRODUCTS
CORPORATION (formerly known as Clean Room
Products, Inc.), DAYTON T. BROWN, INC.,
DISC GRAPHICS, INC., FRANZA'S
UNIVERSAL SCRAP METAL, INC., LONG
ISLAND LIGHTING COMPANY (d/b/a Long
Island Power Authority), MURDOCH COMPANY,
LLC (formerly known as MacKenzie Chemical
Works, Inc.), MACY'S EAST, A DIVISION OF
MACY'S RETAIL HOLDINGS, INC, VERIZON
NEW YORK, CENTRAL ISLIP STATE
HOSPITAL, NEW YORK STATE
DEPARTMENT OF TRANSPORTATION,
SUFFOLK COUNTY, CROSS ISLAND
SANITATION, INC., JAMAICA ASH &
RUBBISH REMOVAL CO., INC., JET
SANITATION SERVICE CORP., GILFORD
HOLDINGS LTD. (formerly known as Southside
Carting Co., Inc.), WASTE MANAGEMENT OF
NEW YORK, LLC, STANDARD COMMERCIAL
CARTING, INC., SUNSET CARTING, INC.,
TONY'S BARGE SERVICE, INC. (formerly
known as Tony's Sanitation Service, Inc.),
LONG ISLAND RUBBISH REMOVAL
EASTERN CORP. (formerly known as Long Island
Rubbish Removal Corp.); V.I.P. & SONS
CARTING, INC., TMJ CARTING, INC. (formerly
known as 3M Carting, Inc.), METS ROLL-OFF
SERVICE, INC., PRUDENTIAL INSURANCE
COMPANY OF AMERICA: PILGRIM
PSYCHIATRIC CENTER, and PDK LABS, INC.,

Third-Party Defendants.
-----X

CONSENT DECREE

Plaintiff the State of New York (the "State"), and defendants Entenmann's, Inc., Estee Lauder Inc., Whitman Packaging Corp., Muller Martini Corp., and Detail Carting Co., Inc. (collectively, "Defendants"), and third-party defendants GE Aviation Systems LLC (formerly known as Smiths Aerospace LLC and Aerospace Avionics, Inc.), Dayton T. Brown, Inc., Disc Graphics, Inc., Franza's Universal Scrap Metal, Inc., Long Island Lighting Company (d/b/a Long Island Power Authority), Murdoch Company, LLC (formerly known as MacKenzie Chemical Works, Inc.), County of Suffolk, Jamaica Ash & Rubbish Removal Co., Inc., Jet Sanitation Service Corp., Prudential Insurance Company of America, Macy's East, a division of Macy's Retail Holdings, Inc., Verizon New York, and Gilford Holdings Ltd. (formerly known as Southside Carting Co. Inc.) (collectively referred to herein as the "Third Party Defendants"; Defendants and Third Party Defendants collectively referred to herein as the "Settling Defendants"), the Town of Islip and the Town of Islip Resource Recovery Agency, hereby agree as follows:

WHEREAS, the State has filed Amended Complaints alleging that the Settling Defendants either arranged for the disposal of hazardous substances at, or transported hazardous substances to, the Islip Municipal Sanitary Landfill (also known as the Blydenburgh Road Landfill) located in Hauppauge, Town of Islip, Suffolk County, New York (the "Site");

WHEREAS, the Settling Defendants denied the State's allegations;

WHEREAS, the Parties (as defined below) have agreed to adjourn the date for the Settling Defendants to file an answer or other responsive pleading with respect to the Amended Complaints *sine die*;

WHEREAS, the Islip Resource Recovery Agency and the Town of Islip (collectively referred to herein as the "Town") operated a municipal landfill on the Site from 1963 until 1990, and received municipal solid waste, commercial waste, and industrial waste at the Site;

WHEREAS, pursuant to Environmental Conservation Law (ECL) § 27-1305, the Site is listed in the New York State Registry of Inactive Hazardous Waste Disposal Sites as Site No. 15200;

WHEREAS, the Town and the New York State Department of Environmental Conservation ("NYSDEC") entered administrative orders on consent, requiring investigative, removal, remedial and response measures at the Site, as those terms are defined or used in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") Sections 101(23), 101(24), 101(25), 104(d) and 107(a), 42 U.S.C. §§ 9601(23), 9601(24), 9601(25), 9604(d), and 9607(a) (said measures hereafter referred to as "Response Measures"), which the State contends were undertaken in accordance with the National Contingency Plan for the Removal of Oil and Hazardous Substances, 40 C.F.R. Part 300 ("NCP");

WHEREAS, NYSDEC and the Town entered into a State Assistance Contract (No. C093002), pursuant to the Environmental Quality Bond Act of 1986, whereby the State agreed to reimburse the Town for 75% of the eligible costs for investigation, remedial design, construction of the remedial action and construction oversight to be incurred by the Town at the Site;

WHEREAS, NYSDEC has made reimbursements to the Town pursuant to such agreement in an amount in excess of \$10,000,000, and the State alleges that it has incurred other response costs, including interest and enforcement costs at the Site;

WHEREAS, the Defendants have filed Amended Third-Party Complaints alleging that the New York State Department of Transportation, New York State Office of Mental Health,

Central Islip State Hospital, and Pilgrim Psychiatric Center (the "State Agency Defendants") generated, and arranged for the disposal of, hazardous substances at the Blydenburgh Road Landfill.

WHEREAS, the State Agency Defendants have denied the Defendants' allegations.

WHEREAS, the Defendants have filed Amended Third-Party Complaints alleging that the Third-Party Defendants generated, and arranged for the disposal of, hazardous substances at the Blydenburgh Road Landfill.

WHEREAS, the Third Party Defendants denied the Defendants' allegations and asserted affirmative defenses.

WHEREAS, the Settling Defendants have asserted claims against each other and each reserves the right to plead applicable defenses

WHEREAS, each Settling Defendant denies the claims asserted against it by other Settling Defendants.

WHEREAS, the State, the State Agency Defendants, the Town and Settling Defendants (collectively referred to herein as the "Parties") desire to fully and finally resolve all claims that have been, could now or hereafter be asserted by the Parties with respect to the matters covered herein without the necessity or further expense of prolonged and complex litigation, and without admission, adjudication or determination of any issue of fact or law and the State has determined that settlement of its claims against the Settling Defendants in accordance with the terms set forth below is practicable and in the best interest of the public;

WHEREAS, the Parties agree that this Consent Decree ("Decree") represents a good faith compromise of disputed claims and that the compromise is fair, reasonable, in the public interest and in furtherance of the statutory goals of CERCLA and the goals of common law;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. This Court has jurisdiction over the subject matter and the Parties to the action pursuant to 28 U.S.C. § 1331, 42 U.S.C. § 9613(b), and has supplemental jurisdiction, pursuant to 28 U.S.C. § 1367, over the claims arising under the common law of New York.

2. This Decree shall apply to and be binding upon the State, its departments, agencies, and instrumentalities, the State Agency Defendants, the Town and each of the Settling Defendants and each of the successors and assigns of all of the foregoing. Each signatory to this Decree represents that he or she is fully authorized to enter into the terms and conditions of this Decree and to bind the party represented by her or him. Any change in governance, ownership or corporate status of a Settling Defendant including, but not limited to, any transfer of assets or real or personal property shall in no way alter such Settling Defendant's rights or responsibilities under this Decree.

3. Neither this Decree, nor any terms thereof, nor the entry into this Decree, nor performance of the terms thereof, by the State Agency Defendants, or by any of the Settling Defendants or the Town shall constitute or be construed as an admission or acknowledgment by any of the State Agency Defendants, the Settling Defendants or the Town of the factual or legal assertions contained in the Amended Complaints, the Third-Party Complaints, any other pleadings filed in *New York v. Hickey's Carting Inc.*; CV01-3136 (KAM)(WDW) (E.D.N.Y.) ("Litigation") or this Decree, and the State Agency Defendants, the Settling Defendants and the Town retain the right to controvert in any subsequent proceedings, other than proceedings for the purpose of implementing or enforcing this Decree, the validity of the facts or allegations contained in this Decree and they each retain the right to assert any applicable defenses. Neither this Decree, nor the terms thereof, nor the entry into this Decree, nor performance of the terms

thereof, by any of the State Agency Defendants, the Settling Defendants or the Town shall constitute or be construed as an admission, acknowledgment or denial by any of the State Agency Defendants, the Settling Defendants or the Town of any liability, responsibility or fault with respect to the conditions at or arising from past or future conditions, activities or operations at the Site, or an admission of violation of any law or waiver of any and all defenses by the State Agency Defendants, any Settling Defendant or the Town, or a denial of any such alleged violation of law.

4. Except as specifically provided in Paragraphs 10 and 13, "Matters Addressed in this Decree" means (a) any and all claims or other causes of action for all response costs under CERCLA and for abatement costs under common law, past and future, that have been incurred or will be incurred in connection with the Site, no matter when or by whom incurred, including but not limited to, for the investigation, remediation and monitoring of the Site and for any removal, remedial or other response action with respect to the Site, (b) any other claims or causes of action under any federal law, state law, or local law, whether statutory or common law (including, but not limited to, for natural resource damages, attorney's fees and other costs), past and future, that have accrued or will accrue, relating to the disposal or alleged disposal of hazardous substances, petroleum, pollutants or contaminants at the Site, and (c) any other claims or causes of action, if any, under any federal law, state law, or local law, whether statutory or common law, that were asserted in this Litigation.

PAYMENTS

5. Within thirty days after the State has provided notice to the Settling Defendants, as provided in Paragraph 20, that both: (i) this Decree has been approved by the Court (the "Effective Date" of this Consent Decree), and (ii) either the time for any person, firm,

corporation, or other entity to assert any legal challenge or objection to the approval of this Consent Decree has expired, or a final, non-appealable judgment has been entered in all proceedings concerning any legal challenge or objection to the approval of this Consent Decree, the Settling Defendants shall remit to the State the total amount of \$3 million to resolve all claims against them asserted in the Litigation by the State, the Town, any and all of the Settling Defendants, Hickey's Carting, Inc., Dennis C. Hickey, Maria Hickey and any other parties to the Litigation, including, but not limited to, for response costs incurred by the State, the Town or any other person, firm, corporation or other entity either prior to, or after, the date of the execution of this Decree by the Parties.

6. Failure to make the payment required in Paragraph 5 in the time period specified therein shall constitute a default. If any of the Settling Defendants defaults under this Decree, the State shall be entitled to a penalty of \$5,000 per day from such defaulting Settling Defendant(s), and such defaulting Settling Defendant(s) shall pay attorneys' fees and costs incurred by the State to enforce these provisions, in addition to the payment required under Paragraph 5, plus any interest.

7. The payment being made by the Settling Defendants represents a fair and reasonable contribution by Settling Defendants toward the total response costs that have been incurred by the State, the Town and/or other persons, firms, corporations or other entities. The Parties agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated in good faith, that settlement of this matter will avoid prolonged and complicated litigation, and that this Consent Decree is fair, reasonable, and in the public interest.

COVENANTS NOT TO SUE

8. Covenant Not To Sue Settling Defendants. In consideration of payment by the Settling Defendants of the sum specified in Paragraph 5 of this Decree, and subject to the Reopener and the Reservation of Rights in Paragraph 10 of this Decree, the State, the Town and the State Agency Defendants release and covenant not to sue, execute judgment, or take any civil, judicial or administrative action under any federal, state, local or common law (other than enforcement of this Decree) against any and all of the Settling Defendants or their respective affiliates, subsidiaries, related entities, predecessors, successors and assigns, and their respective past, present and future employees, officers and directors, for any matter arising out of or relating to the Matters Addressed in this Decree, including without limitation, any claims or causes of action for costs, damages, enforcement costs, interest, indemnification, contribution or attorneys' fees.

9. Covenant Not To Sue By the Settling Defendants. Each Settling Defendant releases and covenants not to sue, execute judgment, or take any civil, judicial or administrative action under any federal, state, local or common law against the State, or its employees, agencies or departments including but not limited to the State Agency Defendants, or against the Town, or its employees or departments, or against any other Settling Defendant, or its affiliates, subsidiaries, related entities, predecessors, successors or assigns, employees, officers or directors (for all of the foregoing, whether past, present or future), or to seek against them any costs, damages, contribution or attorneys' fees, arising out of any Matters Addressed in this Decree; provided, however that if the State pursuant to the Reopener or the Reservation of Rights in Paragraph 10 of this Decree, asserts a claim or commences or continues a cause of action against a Settling Defendant with respect to the Site, other than to enforce the obligations contained in

this Decree, this paragraph 9 shall not preclude the assertion by such Settling Defendant of any claims, counterclaims, defenses, or other causes of action against the State, the State Agency Defendants, the Town, or any other Settling Defendant, but only to the same extent and for the same matters, transactions, or occurrences as are raised in the claims or causes of action of the State. Notwithstanding the foregoing, any Settling Defendant may assert any claims or causes of action against any person other than the State, the State Agency Defendants, the Town or another Settling Defendant or their affiliates, subsidiaries, related entities, predecessors, successors, assigns, employees, officers, directors, agencies, Boards, departments, commissioners, executive directors and elected officials (for all the foregoing, whether past, present or future), to the extent permitted by law, for any costs, damages, contribution or attorneys' fees arising out of any Matters Addressed in this Decree.

REOPENER

10. Notwithstanding any other provision of this Decree and any release, discharge or covenant not to sue that Settling Defendants may receive from the State, the State reserves, and this Decree is without prejudice to, the right of the State to institute proceedings seeking to compel any or all Settling Defendant(s): (a) to perform further response actions relating to the Site, or (b) to reimburse the State for additional costs of response, in either case only if :

(i) conditions at the Site existing, previously unknown to the State, are discovered after the Effective Date, or

(ii) information existing, in whole or in part previously unknown to the State is received after the Effective Date and these previously unknown conditions or information, together with any other relevant information demonstrate that the Response Measures selected for the Site are not protective of human health or the environment. For purposes of this

Reopener, previously known conditions at the Site and previously known information include all conditions and information known to the State as of the Effective Date including, but not limited to, all conditions identified and information contained or submitted for inclusion in the Administrative Record, attached as Exhibit A to the Record of Decision (ROD) for the Site, or in the files and records of the NYSDEC.

MATTERS ADDRESSED AND RESERVATION OF RIGHTS

11. Except as specifically reserved in Paragraphs 9 and 10 of this Decree, the Parties are settling all claims against one another for the Matters Addressed in this Decree as defined in Paragraph 4.

12. Settling Defendants believe that the amounts paid pursuant to this Decree constitute more than their fair share of the total past response costs that have been incurred by the State and the Town, and reserve the right to assert claims for contribution against non-settling third parties and/or non-parties under sections 107 and 113(f)(1) or (3) of CERCLA, 42 U.S.C. §§ 9607 and 9613(f)(1) or (3), to the extent provided by law, as well as under state or common law.

13. "Matters Addressed in this Decree" do not include claims that were or could have been asserted under any federal, state, local or common law against any person, firm, corporation, or other entity other than the Parties, and the Parties reserve all of their rights to bring any action or proceeding against any person, firm, corporation, or other entity other than the Parties and their respective affiliates, subsidiaries, related entities, predecessors, successors, assigns, and their Boards, commissioners, executive directors and elected officials, officers, directors, agents, and employees (for all the foregoing, whether past, present or future).

CONTRIBUTION PROTECTION

14. The Parties agree, and by entering this Decree the Court finds, that the Settling Defendants and the Town, and their affiliates, subsidiaries, related entities, predecessors, successors and assigns, and their Boards, commissioners, executive directors and elected officials, officers, directors, agents, and employees (for all the foregoing, whether past, present or future), are entitled to the full extent of protection from contribution actions or claims provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), and/or any other applicable federal or state law, including but not limited to Section 15-108 of the New York General Obligations Law, for the Matters Addressed in this Decree. Once entered, this Decree shall constitute a judicially approved settlement for purposes of CERCLA section 113(f)(3)(B), 42 U.S.C. § 9613(f)(3)(B).

EFFECTIVE DATE

15. This Decree shall be effective upon the date that the Court enters this Decree. All times for performance of activities under this Decree shall be calculated from that date. Notice of the Effective Date shall be sent by electronic mail to the Settling Defendants as provided in Paragraph 20 hereof.

LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

16. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment.

MISCELLANEOUS PROVISIONS

17. All payments required to be made pursuant to Paragraph 5 shall be made by wire transfer or by certified or cashier's check payable to the "State of New York" and delivered to or as directed by:

Pedro Medina, Esq.
Assistant Attorney General
New York State Department of Law
Environmental Protection Bureau
120 Broadway - 26th Floor
New York, New York 10271

18. Nothing in this Decree shall inure to the benefit of any other person or entity not a party to this Decree.

19. This Decree may not be modified except by express written agreement of all the Parties and the approval of the Court.

20. Any notification to the Settling Defendants and the Town shall be in writing or by electronic mail and shall be deemed properly given if sent to the following, or to such other person as Settling Defendants or the Town may designate by written notice to the State:

As to Entenmann's Inc.

Edward McTiernan, Esq.
Gibbons P.C.
One Gateway Center
Newark, NJ 07102
Phone: (973) 596-4739
emctiernan@gibbonslaw.com

As to Estee Lauder, Inc. and Whitman Packaging Corp.

Maureen Crough, Esq.
Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Phone: (212) 839-8645
mcrough@sidley.com

As to Muller Martini Corp.

Michael W. Peters, Esq.
Stockli Greene Slevin & Peters, LLP
90 State Street
Albany, NY 12207
Phone: (518) 641-0401
mpeters@sgsplaw.com

As to the Town of Islip and
Town of Islip Resource and Recovery Agency

Jonathan Sinnreich, Esq.
Sinnreich Kosakoff & Messina LLP
267 Carleton Avenue, Suite 301
Central Islip, New York 11722
Phone: (631) 650-1200
jsinnreich@skmlaw.net

As to Defendant Detail Carting Co., Inc.

Theodore W. Firetog, Esq.
Law Offices of Theodore W. Firetog
111 Thomas Powell Blvd.
Farmingdale, N.Y. 11735-2251
Phone: 516-845-8087
tfiretog@eniinternet.com

As to Third Party Defendant GE Aviation Systems LLC (formerly known
as Smiths Aerospace LLC and Aerospace Avionics, Inc.)

John J. McAleese, III, Esq.
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103
Phone: (215) 963-5000
jmcAleese@morganlewis.com

As to Third Party Defendant Dayton T. Brown, Inc.,

Philip E. Karmel, Esq.
Bryan Cave LLP
1290 Avenue of the Americas
New York, NY 10104-3300
Phone: 212-541-2311
pekarmel@bryancave.com

Robert C. Single
General Counsel
Administrative Division
Dayton T. Brown Inc.
Church Street
Bohemia, NY 11716 5031
Phone: 631-244-6363
rsingle@daytontbrown.com

As to Third Party Defendant Disc Graphics, Inc.,

Charlotte Biblow Esq.
Farrell Fritz, P.C.
1320 RXR Plaza
Uniondale, NY 11556-1320
Phone: (516) 227-0686
cbiblow@farrellfritz.com

As to Third Party Defendant Franza's Universal Scrap Metal, Inc.,

Robert Morici, Esq.
Morici & Morici, LLP
1399 Franklin Avenue, Suite 202
Garden City, NY 11530
Phone: 516-873-1902
rmorici@moriciilaw.com

As to Third Party Defendant Long Island Lighting Company (d/b/a Long Island Power Authority),

Francis J. Murphy, Esq.
National Grid
175 E. Old Country Road
Hickville, NY 11801
Phone: 718-403-2855
francis.murphy@us.ngrid.com

As to Third Party Defendant Murdoch Company, LLC (formerly known as MacKenzie Chemical Works, Inc.),

Murdoch Company, LLC
Anne J. MacKenzie, Trustee
750 Double J Road
Covington, LA 70433

or

Marian M. Livaudais, Trustee
215 St. Ann Drive, Suite 2
Mandeville, LA 70471
Phone: 985-626-1144
mlivaudais@bellsouth.net

As to Third Party Defendant County of Suffolk,

Brian P. Callahan Esq.
Office of Christine Malafi
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788-4311
Phone: 631-853-5665
brian.callahan@suffolkcountyny.gov

As to Third Party Defendant Jamaica Ash & Rubbish Removal Co., Inc.,

Jacqueline Caputo, Esq.
ANTHONY E. CORE, P.C.
173 School Street, Third Floor
Westbury, NY 11590
Phone: (516) 997-2700
jcaputo@aeclaw.com

As to Third Party Defendant Jet Sanitation Service Corp.,

Jacqueline Caputo, Esq.
ANTHONY E. CORE, P.C.
173 School Street, Third Floor
Westbury, NY 11590
Phone: (516) 997-2700
jcaputo@aeclaw.com

As to Third Party Defendant Prudential Insurance Company of America,

James N. Marinello, Esq.
Vice President, Corporate Counsel
Prudential Real Estate Investors
8 Campus Drive, 4th Floor
Parsippany, New Jersey 07054
Phone: 973-683-1718
james.marinello@prudential.com

As to Third Party Defendant Macy's East, a division of Macy's Retail Holdings, Inc.,

John J. McAleese, III, Esq.
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103
(215) 963-5000
jmcaleese@morganlewis.com

As to Third Party Defendant Verizon New York,

Lisa K. Rushton, Esq.
Paul Hastings Janofsky & Walker, LLP
875 15th Street, NW
Washington, DC 20005
Phone: (202) 551-1786
lisarushton@paulhastings.com

As to Third Party Defendant Gilford Holdings Ltd. (formerly known as Southside Carting Co. Inc.),

Charlotte Biblow Esq.
Farrell Fritz
1320 RXR Plaza
Uniondale, NY 11556-1320
(516) 227-0686
cbiblow@farrellfritz.com

After the Effective Date, any notice to the Settling Defendants shall be in writing or by electronic mail and sent directly to each of the Settling Defendants at the address designated by such Settling Defendant in Appendix A, attached hereto.

21. The Parties to this Decree agree to be bound by the terms of this Decree and agree not to contest its validity in any subsequent proceeding to implement or enforce its terms.

22. Upon approval by the Court, this Decree shall constitute a final judgment, and the Complaints, Amended Complaints and any other claims filed in this Litigation by any and all parties to this Litigation against all Settling Defendants shall be dismissed with prejudice and

without costs, excepting only (i) matters pertaining to the enforcement of this Decree and (ii) as set forth in Paragraph 10 of this Decree. As to all other claims and issues, the foregoing Complaints, Amended Complaints and any other claims asserted in this Litigation by any and all Parties to this Decree against KNF Clean Room Products Corporation, Long Island Rubbish Removal Eastern Corp., TMJ Carting, Inc., Mets Roll-off Services, Inc., PDK Labs Inc., Cross Island Sanitation, Inc., Waste Management of New York, LLC, Standard Commercial Carting, Inc., Sunset Carting, Inc., Tony's Sanitation Services, Inc., and V.I.P. & Sons Carting, Inc. shall be dismissed without prejudice.

The undersigned parties enter into this Consent Decree in the matter of *State of New York v. Hickey's Carting, Inc.*, civil action no. CV01-3136 (JFB)(WDW).

Party Name:

STATE OF NEW YORK
NEW YORK STATE OFFICE OF MENTAL
HEALTH
NEW YORK STATE DEPARTMENT OF
TRANSPORTATION
CENTRAL ISLIP STATE HOSPITAL
PILGRIM PSYCHIATRIC CENTER

Attorney:

ANDREW M. CUOMO

Attorney General of the State of New York

Dated: September 28, 2009
New York, NY

BY: Pedro Medina

BY: Pedro Medina (PM6153)

Assistant Attorney General

Environmental Protection Bureau

120 Broadway, 26th Floor

New York, New York 10271

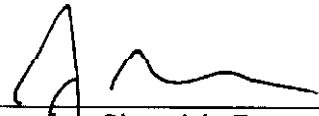
(212) 416-8464

The undersigned parties enter into this Consent Decree in the matter of *State of New York v. Hickey's Carting, Inc.*, civil action no. CV01-3136 (JFB)(WDW).

Party Name:

TOWN OF ISLIP
TOWN OF ISLIP RESOURCE RECOVERY
AGENCY

Dated: 9/29/09, 2009

BY: 

Jonathan Sinnreich, Esq.
Sinnreich Kosakoff & Messina LLP
~~320 Carleton Avenue, Suite 301~~ 267 Carleton Ave.
Central Islip, NY 11722
(631) 650-1200

The undersigned parties enter into this Consent Decree in the matter of *State of New York v. Hickey's Carting, Inc.*, civil action no. CV01-3136 (JFB)(WDW).

Party Name:

ESTEE LAUDER INC.
(incorrectly identified as ESTEE LAUDER, INC. in
caption)
WHITMAN PACKAGING CORP.

Dated: August 17, 2009

BY:



George H. Martini, Esq.
The Estee Lauder Companies Inc.
Legal Department
767 Fifth Avenue
New York, NY 10153
(212) 277-2335

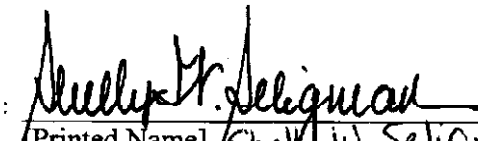
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Party Name:

ENTENMANN'S INC.

Dated: 4/23, 2009

BY:

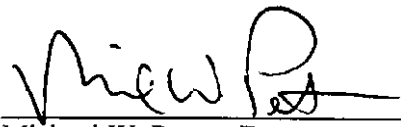

[Printed Name] Shelly W. Seligman
[Title] Vice President and Secretary
[Address] 255 Business Center Dr.
[Phone no.] Haddon, PA 19044
2153239212

The undersigned parties enter into this Consent Decree in the matter of *State of New York v. Hickey's Carting, Inc.*, civil action no. CV01-3136 (JFB)(WDW).

Party Name:

MULLER MARTINI CORP.

Dated: May 15, 2009

BY: 

Michael W. Peters, Esq.
Stockli Greene Slevin & Peters, LLP
90 State Street
Albany, NY 12207
(518) 641-0401

Counsel for Defendant Muller Martini Corp.

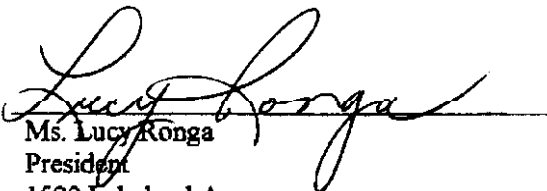
The undersigned parties enter into this Consent Decree in the matter of *State of New York v. Hickey's Carting, Inc.*, civil action no. CV01-3136 (JFB)(WDW).

Party Name:

DETAIL CARTING CO., INC.

Dated: 4/29/09, 2009

BY:

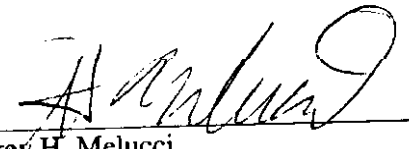

Ms. Lucy Ronga
President
1590 Lakeland Avenue
Bohemia, N.Y. 11716
(631) 244-7272

The undersigned parties enter into this Consent Decree in the matter of *State of New York v. Hickey's Carting, Inc.*, civil action no. CV01-3136 (JFB)(WDW).

Party Name:

GE AVIATION SYSTEMS LLC (formerly known as Smiths Aerospace LLC and Aerospace Avionics, Inc.)

Dated: 7/18, 2009

BY: 

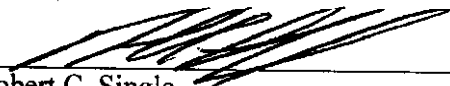
Jeffrey H. Melucci
General Counsel
1 Neumann Way, M/D: U5
Cincinnati, OH 45215
(513) 552-4714

The undersigned parties enter into this Consent Decree in the matter of *State of New York v. Hickey's Carting, Inc.*, civil action no. CV01-3136 (JFB)(WDW).

Party Name:

DAYTON T. BROWN, INC.

Dated: MAY 14, 2009

BY: 

Robert C. Single
Senior Vice President
& General Counsel
Dayton T. Brown, Inc.
1175 Church Street
Bohemia, NY 11716
631-244-6363

pg 28

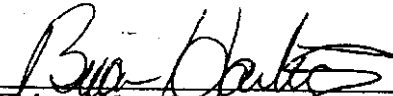
The undersigned parties enter into this Consent Decree in the matter of *State of New York v. Hickey's Carting, Inc.*, civil action no. CV01-3136 (JFB)(WDW).

Party Name:

DISC GRAPHICS, INC.

Dated: April 21st, 2009

BY:


[Printed Name] Brian Hartigan
[Title] Vice President of Finance
[Address] 10 Gilpin Ave. Hauppauge NY 11788
[Phone no.] 631-300-1149

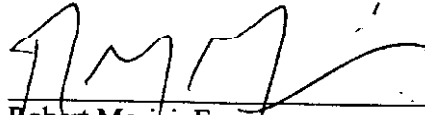
The undersigned parties enter into this Consent Decree in the matter of *State of New York v. Hickey's Carting, Inc.*, civil action no. CV01-3136 (JFB)(WDW).

Party Name:

FRANZA'S UNIVERSAL SCRAP METAL, INC.

Dated: March 16, 2009

BY:


Robert Morici, Esq.
Morici & Morici, LLP
1399 Franklin Avenue, Suite 202
Garden City, NY 11530
(516) 873-1902
FAX (516) 873-3948

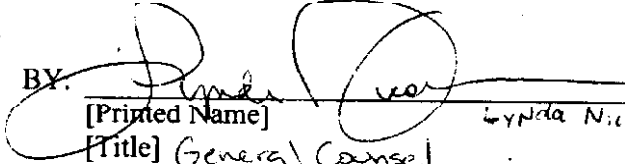
Counsel to Defendant Franza's Universal
Scrap Metal, Inc.

The undersigned parties enter into this Consent Decree in the matter of *State of New York v. Hickey's Carting, Inc.*, civil action no. CV01-3136 (JFB)(WDW).

Party Name:

LONG ISLAND LIGHTING COMPANY (d/b/a
Long Island Power Authority)

Dated: May 20, 2009

BY: 

[Printed Name]

Lynda Nichols

[Title] General Counsel

[Address] 333 Earle Ovington Blvd. Uniondale, NY

[Phone no.] 516-719-9827

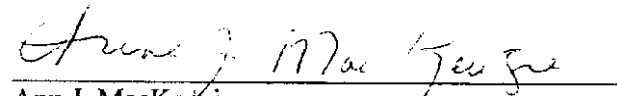
The undersigned parties enter into this Consent Decree in the matter of *State of New York v. Hickey's Carting, Inc.*, civil action no. CV01-3136 (JFB)(WDW).

Party Name:

MURDOCH COMPANY, LLC (formerly known as
MacKenzie Chemical Works, Inc.)

Dated: February 17, 2009

BY:


Ann J. MacKenzie
Trustee
750 Double J Road
Covington, LA 70433
(985) 893-1783

Dated: February 17, 2009

BY:

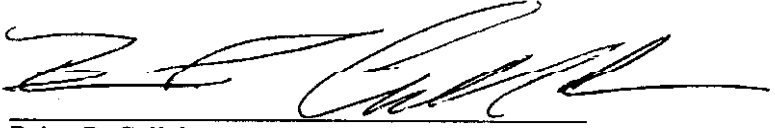

Marian M. Livaudais
Trustee
215 St. Ann Dr., Suite 2
Mandeville, LA 70471
(985) 626-1144

The undersigned parties enter into this Consent Decree in the matter of *State of New York v. Hickey's Carting, Inc.*, civil action no. CV01-3136 (JFB)(WDW).

Party Name:

COUNTY OF SUFFOLK

Dated: June 2, 2009

BY: 

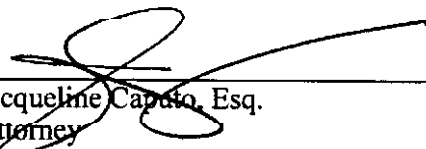
Brian P. Callahan
Bureau Chief General Litigation Bureau
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788-4311
631-853-5665

The undersigned parties enter into this Consent Decree in the matter of *State of New York v. Hickey's Carting, Inc.*, civil action no. CV01-3136 (JFB)(WDW).

Party Name:

JAMAICA ASH & RUBBISH REMOVAL CO. INC.

Dated: April 22, 2009

BY: 

Jacqueline Caputo, Esq.

Attorney

ANTHONY E. CORE P.C.

173 School Street, Third Floor

Westbury, NY 11590

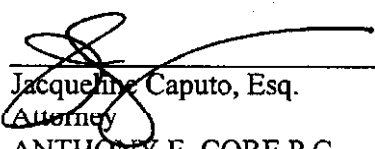
(516) 997-2700

The undersigned parties enter into this Consent Decree in the matter of *State of New York v. Hickey's Carting, Inc.*, civil action no. CV01-3136 (JFB)(WDW).

Party Name:

JET SANITATION SERVICE CORP.

Dated: April 22, 2009

BY: 

Jacqueline Caputo, Esq.

Attorney

ANTHONY E. CORE P.C.

173 School Street, Third Floor

Westbury, NY 11590

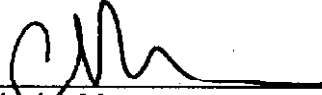
(516) 997-2700

The undersigned parties enter into this Consent Decree in the matter of *State of New York v. Hickey's Carting, Inc.*, civil action no. CV01-3136 (JFB)(WDW).

Party Name:

PRUDENTIAL INSURANCE COMPANY OF
AMERICA

Dated: May 2, 2009

BY: 

Catherine Marcus

Vice President

8 Campus Drive, 4th Floor

Parsippany, NJ 07054

(973) 683-1601

The undersigned parties enter into this Consent Decree in the matter of *State of New York v. Hickey's Carting, Inc.*, civil action no. CV01-3136 (JFB)(WDW).

Party Name:

MACY'S EAST, A DIVISION OF MACY'S
RETAIL HOLDINGS, INC.

Dated: 4/15, 2009

BY:

[Printed Name]

[Title]

[Address]

[Phone no.]

Mitch Leventhal

VP Planning & Analysis

151 W. 34th St NY NY 10001

212 494-3780

The undersigned parties enter into this Consent Decree in the matter of *State of New York v. Hickey's Carting, Inc.*, civil action no. CV01-3136 (JFB)(WDW).

Party Name:

VERIZON NEW YORK

Dated: March 17, 2009

BY:

[Printed Name]

[Title]

[Address]

[Phone no.]

Veronica C. Glennon
VERONICA C. GLENNON
ASSISTANT SECRETARY

The undersigned parties enter into this Consent Decree in the matter of *State of New York v. Hickey's Carting, Inc.*, civil action no. CV01-3136 (JFB)(WDW).

Party Name:

GILFORD HOLDINGS LTD. (formerly known as
Southside Carting Co. Inc.)

Dated: 3/19, 2009


BY: UMBERTO VELOCCI
[Printed Name]
[Title] PRESIDENT
[Address] 62 CHERRYWOOD DR.
[Phone no.] NEW HYDE PARK, NY 11040
516 437-4949

APPENDIX A

If to Entenmann's, Inc., to:

Shelly W. Seligman
255 Business Center Drive
Horsham, PA 19044
Phone: (215) 323-9212
sseligman@gwbakeries.com

If to Estee Lauder Inc. or Whitman Packaging Corp., to:

George H. Martini, Esq.
The Estee Lauder Companies Inc.
Legal Department
767 Fifth Avenue
New York, NY 10153
Phone: (212) 277-2335
gmartini@cstcc.com

If to Muller Martini Corp., to:

Michael W. Peters, Esq.
Stockli Greene Slevin & Peters, LLP
90 State Street
Albany, NY 12207
Phone: (518) 641-0401
mpeters@sgsplaw.com

If to Town of Islip and Town of Islip Resource and Recovery Agency, to:

Jonathan Sinnreich, Esq.
Sinnreich & Kosakoff LLP
320 Carleton Avenue, Suite 3200
Central Islip, NY 11722
Phone: (631) 650-1200
jsinnreich@SKlawfirm.net

If to Detail Carting Co., Inc., to:

Theodore W. Firetog, Esq.
Law Offices of Theodore W. Firetog
111 Thomas Powell Blvd.
Farmingdale, N.Y. 11735-2251
Phone: 516-845-8087
tfiretog@eniinternet.com

If to GE Aviation Systems LLC (formerly known as Smiths Aerospace LLC and Aerospace Avionics, Inc.), to:

John J. McAleese, III, Esq.
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103
Phone: (215) 963-5000
jmcaleese@morganlewis.com

If to Dayton T. Brown, Inc., to:

Philip E. Karmel, Esq.
Bryan Cave LLP
1290 Avenue of the Americas
New York, NY 10104-3300
Phone: 212-541-2311
pekarmel@bryancave.com

Robert C. Single, Esq.
General Counsel
Administrative Division
Dayton T. Brown Inc.
Church Street
Bohemia, NY 11716-5031
Phone: 631-244-6363
rsingle@daytontbrown.com

If to Disc Graphics, Inc., to:

Charlotte Biblow Esq.
Farrell Fritz, P.C.
1320 RXR Plaza
Uniondale, NY 11556-1320
Phone: (516) 227-0686
cbiblow@farrellfritz.com

If to Franza's Universal Scrap Metal, Inc., to:

Robert Morici, Esq.
Morici & Morici, LLP
1399 Franklin Avenue, Suite 202
Garden City, NY 11530

Phone: 516-873-1902
rmorici@moriciilaw.com

If to Long Island Lighting Company (d/b/a Long Island Power Authority), to:

Francis J. Murphy, Esq.
National Grid
175 E. Old Country Road
Hickville, NY 11801
Phone: 718-403-2855
francis.murphy@us.ngrid.com

If to Murdoch Company, LLC (formerly known as Mackenzie Chemical Works, Inc.), to:

Murdoch Company, LLC
Anne J. MacKenzie, Trustee
750 Double J Road
Covington, LA 70433

or

Marian M. Livaudais, Trustee
215 St. Ann Drive, Suite 2
Mandeville, LA 70471
Phone: 985-626-1144
mlivaudais@bellsouth.net

If to County of Suffolk, to:

Brian P. Callahan, Esq.
Office of Christine Malafi
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788-4311
Phone: 631-853-5665
brian.callahan@suffolkcountyny.gov

If to Jamaica Ash & Rubbish Removal Co., Inc., to:

Jacqueline Caputo, Esq.
ANTHONY E. CORE, P.C.
173 School Street, Third Floor
Westbury, NY 11590
Phone: (516) 997-2700
jcaputo@aeclaw.com

If to Jet Sanitation Service Corp., to:

Jacqueline Caputo, Esq.
ANTHONY E. CORE, P.C.
173 School Street, Third Floor
Westbury, NY 11590
Phone: (516) 997-2700
jcaputo@aeclaw.com

If to Prudential Insurance Company of America, to:

James N. Marinello, Esq.
Vice President, Corporate Counsel
Prudential Real Estate Investors
8 Campus Drive, 4th Floor
Parsippany, New Jersey 07054
Phone: 973-683-1718
james.marinello@prudential.com

If to Macy's East, a division of Macy's Retail Holdings, Inc., to:

John J. McAleese, III, Esq.
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103
Phone: (215) 963-5000
jmcaleese@morganlewis.com

If to Verizon New York, to:

Lisa K. Rushton, Esq.
Paul Hastings Janofsky & Walker, LLP
875 15th Street, NW
Washington, DC 20005
Phone: (202) 551-1786
lisarushton@paulhastings.com

If to Gilford Holdings Ltd. (formerly known as Southside Carting Co. Inc.), to:

Charlotte Biblow, Esq.
Farrell Fritz
1320 RXR Plaza
Uniondale, NY 11556-1320
(516) 227-0686
cbiblow@farrellfritz.com

ORDERED, ADJUDGED AND DECREED this 2nd day of December 2009.

s/KAM

United States District Judge
Eastern District of New York