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IN THE UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION

UNITED STATES OF AMERICA; and THE STATE OF CALIFORNIA, acting by and through the CALIFORNIA DEPARTMENT OF FISH & GAME and THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD FOR THE LOS ANGELES REGION, Plaintiffs, v. EXXONMOBIL OIL CORPORATION, Defendant.	CIVIL ACTION NO. CONSENT DECREE

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Of the State of California

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Supervising Deputy Attorney General

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Attorneys for the State of California Agencies

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Exxon Mobil Corporation
800 Bell Street, Suite 1805
Houston, Texas 77002
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Facsimile: (713) 656-9697

Attorney for Defendant ExxonMobil Oil Corporation

CONSENT DECREE

This Consent Decree is entered into between the United States, on behalf of the United States Department of the Interior, U.S. Fish and Wildlife Service, and the United States Environmental Protection Agency; and the State of California, acting by and through the California Department of Fish and Game, Office of Spill Prevention and Response, and the California Regional Water Quality Control Board – Los Angeles Region (collectively "the State agencies"); and ExxonMobil Oil Corporation ("ExxonMobil").

INTRODUCTION

A. On January 31, 1991, ExxonMobil's M-70 Pipeline ruptured at the Valencia Golf Course in Valencia, Los Angeles County, California, causing approximately 1,777 barrels of crude oil to be discharged ("the Spill"). The M-70 Pipeline conveys crude oil from a gathering station in the Lebec area in Kern County, through the Newhall area near Valencia, and ultimately to ExxonMobil's Torrance Refinery.

B. The United States and the State agencies allege that, following the rupture, at least 1,000 barrels of the discharged oil flowed over the Valencia golf course and into the Santa Clara River, a navigable water of the United States and the State of California, and oiled the riparian corridor along the River for approximately 15 miles before any remaining oil was contained at the Torrey Road crossing, in Ventura County.

C. The United States and the State agencies allege the following: The U.S. Fish and Wildlife Service and the California Department of Fish and Game (hereafter "the Natural Resource Trustees," as defined further, below) have documented impacts from the Spill. Such impacts include injury and mortality to flora and fauna in and around the Santa Clara River. Acute impacts included 186 birds killed; 108 birds treated and released; 1 amphibian killed; one Pacific pond turtle treated and released; 17 mammals killed; two mammals treated and released; 36 fish killed; 18 crayfish killed; and 23.3 acres of vegetation oiled. The oil also impacted the habitat of the unarmored three-spine stickleback, listed as an endangered species under Section 4(c) of the Endangered Species Act ("ESA"), 16 U.S.C. § 1533(c), and the California Endangered Species Act, Fish & Game Code §§ 2050, *et seq.* The Natural

Resource Trustees believe that the stickleback population was severely affected by the Spill. The Natural Resource Trustees further believe that additional birds, mammals, and amphibians were impacted beyond those collected during spill response. The Spill, and the associated response activities, caused injury to riparian habitat in and around the Santa Clara River in the area of the Spill. The Santa Clara River and surrounding habitat is home to numerous endangered and threatened species including the Least Bell's Vireo, the Southwestern Willow Flycatcher, and California Red-legged Frog. The Southwestern Pond Turtle, also native to that habitat, is a California species of special concern.

D. The United States Department of the Interior, U.S. Fish and Wildlife Service ("USFWS"), as authorized under Section 311(f)(5) of the Clean Water Act ("CWA"), 33 U.S.C. § 1321(f)(5), and Section 1006 of the Oil Pollution Act of 1990 ("OPA"), 33 U.S.C. § 2706; and the California Department of Fish and Game ("CDFG"), as authorized under Section 311(f)(5) of the CWA, Section 1006 of OPA, Section 8670.7 of the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act, Government Code Sections 8670.1 *et seq.*, and Section 1802 of the Fish and Game Code, are joint Trustees for Natural Resources (as defined below) and are authorized to assess injuries to federal and state Natural Resources caused by releases of oil and hazardous substances and to recover damages for those injuries, to be used to restore, rehabilitate, replace, or acquire the equivalent of the affected Natural Resources.

E. The Natural Resource Trustees have evaluated the impacts from the Spill to the affected Natural Resources and propose to carry out certain kinds of projects to restore such resources or their services injured by the Spill. The Natural Resource Trustees will plan and implement the necessary restoration projects, pursuant to the relevant statutory authorities and regulations.

F. The Parties believe and this Court finds that this Consent Decree has been negotiated by the Parties in good faith and that it is fair, reasonable, and in the public interest. The Natural Resource Trustees believe that the Decree will expedite restoration, rehabilitation, replacement, or acquisition of the equivalent of the Natural Resources that they assert have

been injured, destroyed, or lost and will avoid potentially prolonged and complicated litigation.

NOW, THEREFORE, before the taking of any testimony, before the adjudication of the merits of this case, and without admission of any issue of law, fact, liability, or responsibility by ExxonMobil, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, 1355, and 1367; Sections 311(b)(7), 311(f), and 311(n) of the CWA, 33 U.S.C. §§ 1321(b)(7), 1321(f), 1321(n); and Sections 1002(a) and (b)(2)(A), 1006, and 1017(b) of OPA, 33 U.S.C. §§ 2702(a), (b)(2)(A), 2706, 2717(b). Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b), (c), and 1395(a); and 33 U.S.C. §§ 1321(b)(7)(E), 2717(b), because ExxonMobil does business in, and the Spill occurred in, this judicial district. The Court has personal jurisdiction over ExxonMobil, and no Party contests the Court's jurisdiction or venue in this judicial district for purposes of this Decree.

APPLICABILITY

2. This Consent Decree applies to and is binding upon the United States and the State agencies, and upon ExxonMobil and its successors and assigns.

DEFINITIONS

3. Whenever the following terms are used in this Consent Decree, they shall have the meanings set forth below:

(a) "Complaint" shall mean the civil complaint filed in this action by the United States and the State agencies concurrently with the lodging of this Consent Decree.

(b) "Natural Resource" and "Natural Resources" shall mean land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States or the State of California, and shall also mean the services provided by such resources to other resources or to humans.

(c) "Natural Resource Trustees" or "Trustees" shall mean those federal and state agencies or officials designated or authorized pursuant to the CWA, OPA, or state law to act as Trustees for the Natural Resources managed by, controlled by, or appertaining to the United States or the State of California. Specifically, as used in this Consent Decree, the Trustees are USFWS and CDFG.

(d) "Party" or "Parties" shall mean the United States, acting on behalf of the United States Environmental Protection Agency and USFWS; the State agencies, and/or ExxonMobil.

(e) "Restore" or "Restoration" shall mean any action or combination of actions to restore, rehabilitate, replace, or acquire the equivalent of any Natural Resource or its services injured, lost, or destroyed as a result of the Spill.

(f) "Spill" shall mean the occurrence described in the first Paragraph of the Introduction, above.

SETTLEMENT PAYMENT

4. Within fifteen (15) business days after ExxonMobil receives notice of Final Judgment, as set forth in Paragraph 24, below, ExxonMobil shall pay the sum of FOUR MILLION, SEVEN HUNDRED THOUSAND DOLLARS ($4,700,000.00) to the entities identified in Subparagraphs (a) through (j) of this Paragraph 4 in the amount and manner specified therein, together with interest accruing from the date of lodging of this Decree, at the rate specified in 28 U.S.C. § 1961(a) and (b) for a money judgment occurring on the date of lodging.

(a) $2,650,000 (together with accrued interest on the total amount of $4,700,000.00) to the Department of the Interior, on behalf of the Natural Resource Trustees for the purposes set forth in Subparagraphs (iii) and (iv), below, by Electronic Funds Transfer ("EFT") in accordance with instructions attached as Attachment A to this Consent Decree. A transmittal letter indicating that the EFT has occurred shall be sent to the Parties in accordance with Paragraph 15 of this Decree ("Notices") and to:

Triscilla P. Taylor, Esq.
Attorney Advisor
Office of the Solicitor
U.S. Department of the Interior
1849 "C" Street, N.W., Mail Stop 6557
Washington, D.C. 20240

and

Bruce Nesslage
DOI Restoration Fund Manager
1849 "C" Street, N.W., Mail Stop 4449
Washington, D.C. 20240

The EFT and transmittal letter shall reflect that the payment is being made to the "Natural Resources Damage Assessment and Restoration Fund, Account No. 14X5198 – EXXONMOBIL/SANTA CLARA RIVER OIL SPILL." The Department of the Interior will assign these funds a special project number to allow the funds to be maintained as a segregated account within the Department of the Interior Natural Resource Damage Assessment and Restoration Fund, Account No.14X5198 (the "EXXONMOBIL/SANTA CLARA RIVER NRD Account").

(i) The Department of the Interior shall, in accordance with law, manage and invest funds in the EXXONMOBIL/SANTA CLARA RIVER NRD Account and any return on investments or interest accrued on the Account for use by the Natural Resources Trustees in connection with Restoration of Natural Resources impacted by the Spill. The Department of the Interior shall not make any charge against the EXXONMOBIL/SANTA CLARA RIVER NRD Account for any investment or management services provided.

(ii) The Department of the Interior shall hold all funds in the EXXONMOBIL/SANTA CLARA RIVER NRD Account, including return on investments or accrued interest, subject to the provisions of this Decree and the Memorandum of Understanding ("MOU") to be entered into by the Natural Resource Trustees.

(iii) The Natural Resources Trustees commit to the expenditure of the

funds set forth in this subpart "(a)" for the design, implementation, permitting (as necessary), monitoring, and oversight of Restoration projects in and along the Santa Clara River, and for the costs of complying with the requirements of the law to conduct a restoration planning and implementation process. The Natural Resource Trustees plan to use said funds for habitat rehabilitation, revegetation, and/or protection of areas within the Santa Clara River watershed, and/or wildlife projects which benefit threatened or endangered species or species of special concern in and along the Santa Clara River.

(iv) The details for specific projects will be contained in a Restoration plan proposal or proposals to be developed jointly by the Natural Resource Trustees. In allocating monies for Restoration projects, the Trustees shall take into consideration their preliminary determination of the injuries caused by the Spill. The MOU sets forth more precisely the allocation of the restoration monies. The final Restoration plan will be prepared and implemented jointly by the Trustees, after providing public notice, opportunity for public input, and consideration of any public comment. The Trustees jointly retain the ultimate authority and responsibility to use the funds in the EXXONMOBIL/SANTA CLARA RIVER NRD Account to Restore Natural Resources in accordance with applicable law, this Consent Decree, the MOU, and any subsequent MOU.

(b) $150,000 to the Department of the Interior, Fish and Wildlife Service, Natural Resource Damage Assessment and Restoration Fund, Account No. 14X5198 – EXXONMOBIL/SANTA CLARA RIVER NRD Account, for reimbursement of Natural Resource Damage Assessment costs associated with the Spill. Payment shall be made by EFT to the U.S. Department of Justice in accordance with instructions to be provided to ExxonMobil following lodging of the Decree by the Financial Litigation Unit of the U.S.

Attorney's Office for the Central District of California, for federal past assessment and response costs. At the time of payment, ExxonMobil shall simultaneously send written notice of payment and a copy of any transmittal documentation (which should reference DOJ case number 90-5-1-1-06971) to the Parties in accordance with Paragraph 15 of this Decree (Notices).

(c) $600,000 by EFT to the U.S. Department of Justice in accordance with instructions to be provided to ExxonMobil following lodging of the Decree by the Financial Litigation Unit of the U.S. Attorney's Office for the Central District of California, for federal civil penalties under the CWA. Such monies are to be deposited in the Oil Spill Liability Trust Fund. At the time of payment, ExxonMobil shall simultaneously send written notice of payment and a copy of any transmittal documentation (which should reference DOJ case number 90-5-1-1-06971) to the Parties in accordance with Paragraph 15 of this Decree (Notices) and to:

Laurie Williams (ORC-3)
USEPA Region 9
75 Hawthorne Street
San Francisco, California 94105

and

Commander, National Pollution Funds Center
United States Coast Guard
Ballston Common Office Building, Suite 1000
4200 Wilson Boulevard
Arlington, Virginia 22203

(d) $600,000 by trust check, certified check, or money order payable to the Department of Fish and Game, for response and damage assessment costs. The check or money order shall be sent by certified mail to:

The Department of Fish and Game
Office of Spill Prevention and Response
ATTN: Stephen Sawyer and Katherine Verrue-Slater, Staff Counsels
1700 "K" Street, Suite 250
Sacramento, California 95814.

The check shall reflect that it is a payment to the Department of Fish and Game Wildlife Pollution Account and the Oil Spill Response Trust Fund created pursuant to Fish and Game

Code Section 13010 and Government Code Section 8670.46. The Department of Fish and Game commits to the expenditure of any funds remaining after reimbursement of response and damage assessment costs associated with the Spill toward the costs incurred by the Department of Fish and Game to monitor and oversee Restoration projects and comply with the requirements of the law to conduct a restoration planning and implementation process.

(e) $50,000 by trust check, certified check, or money order payable to the Department of Fish and Game, for initial Trustee monitoring and oversight costs and costs associated with complying with the requirements of the law to conduct a restoration planning and implementation process. The check or money order shall be sent by certified mail to:

The Department of Fish and Game
Office of Spill Prevention and Response
Attn: Stephen Sawyer and Katherine Verrue-Slater, Staff Counsels
1700 "K" Street, Suite 250
Sacramento, California 95814

The check shall reflect that it is a payment to the Department of Fish and Game Wildlife Pollution Account created pursuant to Fish and Game Code Section 13010.

(f) $250,000 by trust check, certified check, or money order payable to the Department of Fish and Game, for civil penalties. The check or money order shall be sent by certified mail to:

The Department of Fish and Game
Office of Spill Prevention and Response
ATTN: Stephen Sawyer and Katherine Verrue-Slater, Staff Counsels
1700 "K" Street, Suite 250
Sacramento, California 95814

The check shall reflect that it is a payment to the Department of Fish and Game Wildlife Pollution Account created pursuant to Fish and Game Code Section 13010.

(g) $75,000 by trust check, certified check, or money order payable to the National Fish and Wildlife Foundation for a supplemental environmental project on behalf of the State of California, for wildlife response activities. The check or money order shall be sent by certified mail to:

The National Fish and Wildlife Foundation
c/o David Brunner
28 Second Street, 6th Floor
San Francisco, California 94105

The check or money order shall reflect that it is to be deposited into the Environmental Trust Fund for Wildlife Response. The funds are to be used for the following activities: (1) the maintenance, training and deployment of an aerial survey team for the documentation of the status of wildlife resources at risk in the area of future spills in order to assist the development of effective and timely response strategies and to document resources at risk; (2) the training and deployment of a wildlife hazing team and purchase of hazing equipment to deter wildlife from utilizing oiled habitat and to reduce spill casualties; and (3) training and equipping a team to process oiled wildlife in order to provide accurate and timely documentation and to keep the Unified Command informed of the status of impacts to wildlife.

(h) $75,000 to the California Regional Water Quality Control Board – Los Angeles Region for payment into the Cleanup and Abatement Account. Payment shall be made by trust check, certified check, or money order payable to the "State Water Resources Control Board, Cleanup and Abatement Account" and shall be sent by certified mail to:

State Water Resources Control Board
Accounting Office
P.O. Box 100
Sacramento, California 95812-0100

(i) $125,000 to the California Regional Water Quality Control Board – Los Angeles Region for McGrath Lake studies (characterization of contaminants or sources of contamination and cleanup activities within McGrath Lake and its watershed). Payment shall be made by trust check, certified check, or money order made payable to "McGrath Lake California Trust, Account Number 2400-07071" and shall be sent by certified mail to:

National Fish and Wildlife Foundation
28 Second Street, 6th Floor
San Francisco, California 94105
Attn: Anna Weinstein

(j) $125,000 to the California Regional Water Quality Control Board – Los

Angeles Region for Surface Water Ambient Monitoring Program Watershed Characterization Studies. Payment shall be made by trust check, certified check, or money order made payable to "San Jose State University Foundation, Watershed Management Discretionary Fund, Account Number 22-1509-0053" and shall be sent by certified mail to:

San Jose State University Foundation
P.O. Box 720130
San Jose, California 95172-0130
Attn: Bill Yabumoto

EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

5. Neither by entering into this Decree nor by taking any action in accordance with it (including making the payments required by this Decree), shall ExxonMobil be deemed to have admitted any liability for any purpose or any responsibility for, or wrongdoing relating to, the Spill, or to have admitted any issues of law or fact related to or arising from the Spill, the response to the Spill, or any direct or indirect results of the Spill, except as set forth in Paragraph 1 ("Jurisdiction"). It is the intent of the parties to this Consent Decree that neither the terms and conditions of this Consent Decree nor any act of performance by ExxonMobil shall be (i) admissible in any proceeding for the purpose of imputing, implying, or otherwise raising an inference of wrongdoing by ExxonMobil or any of the Related Parties or Released Parties or (ii) used against ExxonMobil or any of the Related Parties or Released Parties as collateral estoppel in any other proceeding with any third party not a signatory to this Consent Decree.

6. Effective upon entry of this Consent Decree and receipt of the payments specified in Paragraph 4, above, this Consent Decree resolves the claims set forth below as against ExxonMobil, Exxon Mobil Corporation, Mobil Corporation, Mobil International Petroleum Corporation, ExxonMobil Pipeline Company, Mobil Pipe Line Company, Mobil Business Resources Corporation, and Exxon Pipeline Holdings, Inc., their respective officers, directors, or employees acting in their capacities as such, and their respective successors to any potential liability relating to or arising from the Spill (collectively the "Related Parties"), and the United States covenants not to sue or take any administrative action, or pursue any

claim in intervention, against any of the Related Parties with respect to the claims set forth below:

(a) all claims alleged in the Complaint filed in this action,

(b) all civil judicial and administrative claims for fines or penalties, under the CWA or OPA relating to or arising from the Spill, and

(c) all claims under the CWA or OPA for response costs, assessment costs, or natural resource damages relating to conditions (whether known or unknown, suspected or unsuspected) arising from the Spill.

This Decree may be pleaded as a defense in bar or in abatement to any action or other proceeding which may be brought in breach of this covenant by the United States or any of its natural resource trustees against ExxonMobil or any of the Related Parties.

7. Effective upon entry of this consent Decree and receipt of the payments specified in Paragraph 4, above, the State Agencies release ExxonMobil and ExxonMobil's parent, subsidiary, and affiliate corporations, and each of their past and present directors, officers, attorneys, employees, successors and assigns (collectively the "Released Parties") from, and covenant not to sue or take any action against any of them for: (i) any and all civil claims alleged in the Complaint in this action; (ii) all claims for damages for injury to, loss of, or destruction of Natural Resources whether known or unknown, suspected or unsuspected, arising out of the Spill; and (iii) any and all claims, demands, liabilities, costs, expenses, fines, penalties, response costs, cost of assessing natural resource damages, enforcement or litigation costs (including attorneys fees) whether known or unknown, suspected or unsuspected, except such costs relating to the enforcement of this Decree, relating to or arising out of the Spill, all of which are hereinafter called the "Released Claims." The Released Claims include common law, statutory, civil, criminal (to the extent permitted by applicable law) and administrative claims arising out of, resulting from, or related to the Spill.

8. Upon Final Judgment, as set forth in Paragraph 24, below, the Tolling Agreement entitled "Stipulation and Waiver," entered into on January 25, 1994 by the Mobil Oil Corporation (and related entities) and the United States, shall, except as to the claims settled in this Consent Decree, be void *ab initio* and of no further effect, as if the parties had never intended the tolling agreement to apply to any claims other than those settled in this Consent Decree.

9. Upon Final Judgment, as set forth in Paragraph 24, below, the Tolling Agreement entitled "Stipulation and Waiver," entered into on January 21, 1992 by Mobil Oil Corporation and the State of California, as well as each renewal of that Stipulation and Waiver, including the Renewal of Stipulation and Waiver dated January 25, 2001, shall, except as to the claims settled in this Consent Decree, be void *ab initio* and of no further effect, as if the parties had never intended the tolling agreement to apply to any claims other than those settled in this Consent Decree.

10. Upon ExxonMobil's payment of the sums specified in Paragraph 4, above, ExxonMobil's obligations under this Consent Decree shall be deemed to have been satisfied.

11. Except as expressly provided in Paragraph 6, above, this Consent Decree does not limit or affect the rights of the United States, the State agencies, or ExxonMobil against any parties other than the parties to this Consent Decree, the other Released Parties, and the Related Parties, nor does it limit the rights of third parties, not party to this consent Decree, against ExxonMobil, except as otherwise provided by law.

12. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

13. The United States and the State agencies reserve any and all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated herein.

COSTS

14. Subject to Paragraph 4, the Parties shall each bear their own costs of

litigation of this action, including attorneys fees.

NOTICES

15. If written notice is required to be given by one Party to another for any reason, it shall be directed to the individuals and addresses specified below, unless the individuals specified or their successors give notice, in writing, to the other Parties that notices should be directed to a different individual or address. All notices shall reference the civil action settled through this Consent Decree and the United States Department of Justice file number, ENRD 90-5-1-1-06971.

Notice to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611

and

David B. Glazer
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
301 Howard Street, Suite 1050
San Francisco, California 94105

Notice to the State:

Katherine M. Verrue-Slater
Staff Counsel III
California Department of Fish and Game
Office of Spill Prevention and Response
1700 "K" Street, Suite 250
Sacramento, California 95814

and

Executive Officer
California Regional Water Quality Control Board
Los Angeles Region
320 West 4th Street, Suite 200
Los Angeles, CA 90013
and

Michael W. Neville, Esq.
Deputy Attorney General
California Department of Justice
455 Golden Gate Avenue, Suite 11000
San Francisco, California 94102-7004

Notice to ExxonMobil:

Pipeline Services Manager
ExxonMobil Pipeline Company
P.O. Box 2220
Houston, Texas 77252-2220

and

Larry W. Lindeen
Coordinator and Senior Counsel
Exxon Mobil Corporation
P.O. Box. 2180
Houston, Texas 77252-2180

16. Notices submitted pursuant to this Section shall be deemed effective upon receipt, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

SIGNATORIES/SERVICE

17. Each undersigned representative of the United States, the State agencies, and ExxonMobil, and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

18. This Consent Decree may be signed in counterparts, and such counterpart signature pages shall be given full force and effect.

19. ExxonMobil hereby agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

PUBLIC COMMENT AFTER LODGING

20. This Consent Decree shall be lodged with the Court for a period of not

less than thirty (30) days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate.

21. ExxonMobil hereby agrees not to oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified ExxonMobil in writing that it no longer supports entry of the Decree, and ExxonMobil further consents to entry of the Decree without further notice.

ENTIRE AGREEMENT

22. This Consent Decree constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

COUNTERPARTS

23. This Consent Decree may be signed in counterparts, and such counterpart signature pages shall be given full force and effect.

FINAL JUDGMENT

24. This Consent Decree shall constitute a final judgment ("Final Judgment") between the United States and the State agencies, and ExxonMobil, on the later of (i) the date on which the Court has approved and entered this Consent Decree as a judgment and all applicable periods for seeking appellate or Supreme Court review have expired without an appeal or petition for review being filed, or (ii) if an appeal is taken or a petition for review

is granted, the date on which the Court's judgment is affirmed and there is no further right to appellate or Supreme Court review.

APPROVED AND ENTERED:

Dated: _____

_____
United States District Judge

WE HEREBY CONSENT to the entry of this Decree (subject to the public comment provisions of Paragraph 20 of this Decree):

FOR THE UNITED STATES OF AMERICA:

By: _____
THOMAS L. SANSONETTI
Assistant Attorney General
Environment and Natural resources Division
United States Department of Justice
Washington, D.C. 20530

Dated: _____

By: _____
DAVID B. GLAZER
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
301 Howard Street, Suite 1050
San Francisco, California 94105
(415) 744-6491

Dated: _____

FOR THE UNITED STATES OF AMERICA (continued):

By: _____
JOHN PETER SUAREZ
Assistant Administrator for Enforcement
U.S. Environmental Protection Agency
Washington, DC

Dated: SEP 18 2002

FOR THE UNITED STATES OF AMERICA (continued):

By: _____
WAYNE NASTRI
Regional Administrator
United States Environmental Protection Agency
– Region 9
75 Hawthorne Street
San Francisco, California 94105

Dated: 7/26/02

By: _____
LAURIE WILLIAMS
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, CA 94105

Dated: 7/29/02

Of Counsel:

Triscilla P. Taylor, Esq.
Attorney Advisor
Office of the Solicitor
U.S. Department of the Interior
Washington, D.C. 20240
San Francisco, California 94105

WE HEREBY CONSENT to the entry of this Decree:

FOR THE STATE OF CALIFORNIA DEPARTMENT OF FISH AND GAME

By: _____
HARLAN HENDERSON
Administrator
Office of Spill Prevention and Response
California Department of Fish and Game

Dated: _____

Of Counsel:

Michael W. Neville, Esq.
Deputy Attorney General
California Department of Justice
455 Golden Gate Avenue, Suite 11000
San Francisco, California 94102-7004

Stephen Sawyer, Esq.
Katherine Verrue-Slater, Esq.
California Department of Fish and Game
Office of Spill Prevention and Response
1700 "K" Street, Suite 250
Sacramento, California 95814.

WE HEREBY CONSENT to the entry of this Decree:

FOR THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD FOR THE LOS ANGELES REGION

By: _____
DENNIS A. DICKERSON
Executive Officer
California Regional Water Quality Control Board
Los Angeles Region

Dated: _____

Of Counsel:

Michael W. Neville, Esq.
Deputy Attorney General
California Department of Justice
455 Golden Gate Avenue, Suite 11000
San Francisco, California 94102-7004

Michael A.M. Lauffer, Staff Counsel
Office of the Chief Counsel
State Water Resources Control Board
1001 "I" Street, 22nd Floor
Sacramento, California 95814-2828

WE HEREBY CONSENT to the entry of this Decree:

FOR EXXONMOBIL OIL CORPORATION

By: Larry W. Lindeen

Larry W. Lindeen
Coordinator and Senior Counsel
Exxon Mobil Corporation
P.O Box 2180
Houston, Texas 77252-2180

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