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2 Assistant Attorney General
3 Environment and Natural Resources Division
4 United States Department of Justice
5 Washington, D.C. 20530
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7 Environmental Enforcement Section
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16 Central District of California
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19 Federal Building, Room 7516
20 300 North Los Angeles Street
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24 Attorneys for Plaintiff United States of America
25 (Additional Attorneys Listed on Following Page)

17 IN THE UNITED STATES DISTRICT COURT
18 FOR THE CENTRAL DISTRICT OF CALIFORNIA
19 WESTERN DIVISION

21	UNITED STATES OF AMERICA; and THE	}	CIVIL ACTION NO.
22	STATE OF CALIFORNIA, acting by and		
23	through the CALIFORNIA DEPARTMENT		
24	OF FISH & GAME and THE CALIFORNIA		
25	REGIONAL WATER QUALITY CONTROL		
26	BOARD FOR THE LOS ANGELES REGION)		
27	Plaintiffs,		
28	v.		CONSENT DECREE
	EXXONMOBIL OIL CORPORATION,		
	Defendant.		

1 BILL LOCKYER
Attorney General
2 Of the State of California
3 MARY HACKENBRACHT, State Bar No. 68289
Assistant Attorney General
4 JOHN A. DAVIDSON, State Bar No. 50364
Supervising Deputy Attorney General

5 MICHAEL W. NEVILLE, State Bar No. 96543
6 Deputy Attorney General
California Department of Justice
7 455 Golden Gate Avenue, Suite 11000
San Francisco, California 94102-7004
8 Telephone: (415) 703-5523
9 Facsimile: (415) 703-5523

10 Attorneys for the State of California Agencies

11
12 LARRY W. LINDEEN
Senior Counsel
13 Exxon Mobil Corporation
800 Bell Street, Suite 1805
14 Houston, Texas 77002
Telephone: (713) 656-3429
15 Facsimile: (713) 656-9697
16 Attorney for Defendant ExxonMobil Oil Corporation

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

9 D. The United States Department of the Interior, U.S. Fish and Wildlife Service
10 ("USFWS"), as authorized under Section 311(f)(5) of the Clean Water Act ("CWA"),
11 33 U.S.C. § 1321(f)(5), and Section 1006 of the Oil Pollution Act of 1990 ("OPA"),
12 33 U.S.C. § 2706; and the California Department of Fish and Game ("CDFG"), as authorized
13 under Section 311(f)(5) of the CWA, Section 1006 of OPA, Section 8670.7 of the Lempert-
14 Keene-Seastrand Oil Spill Prevention and Response Act, Government Code Sections 8670.1 *et*
15 *seq.*, and Section 1802 of the Fish and Game Code, are joint Trustees for Natural Resources
16 (as defined below) and are authorized to assess injuries to federal and state Natural Resources
17 caused by releases of oil and hazardous substances and to recover damages for those injuries,
18 to be used to restore, rehabilitate, replace, or acquire the equivalent of the affected Natural
19 Resources.

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

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

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

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

7 **JURISDICTION**

8 1. This Court has jurisdiction over the subject matter of this action pursuant
9 to 28 U.S.C. §§ 1331, 1345, 1355, and 1367; Sections 311(b)(7), 311(f), and 311(n) of the
10 CWA, 33 U.S.C. §§ 1321(b)(7), 1321(f), 1321(n); and Sections 1002(a) and (b)(2)(A), 1006,
11 and 1017(b) of OPA, 33 U.S.C. §§ 2702(a), (b)(2)(A), 2706, 2717(b). Venue is proper in this
12 Court pursuant to 28 U.S.C. §§ 1391(b), (c), and 1395(a); and 33 U.S.C. §§ 1321(b)(7)(E),
13 2717(b), because ExxonMobil does business in, and the Spill occurred in, this judicial district.
14 The Court has personal jurisdiction over ExxonMobil, and no Party contests the Court's
15 jurisdiction or venue in this judicial district for purposes of this Decree.

16 **APPLICABILITY**

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

19 **DEFINITIONS**

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

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

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

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

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

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

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

14 **SETTLEMENT PAYMENT**

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

22 (a) \$2,650,000 (together with accrued interest on the total amount of
23 \$4,700,000.00) to the Department of the Interior, on behalf of the Natural Resource Trustees
24 for the purposes set forth in Subparagraphs (iii) and (iv), below, by Electronic Funds Transfer
25 ("EFT") in accordance with instructions attached as Attachment A to this Consent Decree. A
26 transmittal letter indicating that the EFT has occurred shall be sent to the Parties in accordance
27 with Paragraph 15 of this Decree ("Notices") and to:
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1 Triscilla P. Taylor, Esq.
2 Attorney Advisor
3 Office of the Solicitor
4 U.S. Department of the Interior
5 1849 "C" Street, N.W., Mail Stop 6557
6 Washington, D.C. 20240

7 and

8 Bruce Nessler
9 DOI Restoration Fund Manager
10 1849 "C" Street, N.W., Mail Stop 4449
11 Washington, D.C. 20240

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

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

27 (ii) The Department of the Interior shall hold all funds in the
28 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

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

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

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

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

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

14 Laurie Williams (ORC-3)
15 USEPA Region 9
16 - 75 Hawthorne Street
17 San Francisco, California 94105

18 and

19 Commander, National Pollution Funds Center
20 United States Coast Guard
21 Ballston Common Office Building, Suite 1000
22 4200 Wilson Boulevard
23 Arlington, Virginia 22203

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

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

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

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

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

10 The Department of Fish and Game
11 Office of Spill Prevention and Response
12 Attn: Stephen Sawyer and Katherine Verrue-Slater, Staff Counsels
13 1700 "K" Street, Suite 250
14 Sacramento, California 95814

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

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

20 The Department of Fish and Game
21 Office of Spill Prevention and Response
22 ATTN: Stephen Sawyer and Katherine Verrue-Slater, Staff Counsels
23 1700 "K" Street, Suite 250
24 Sacramento, California 95814

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

27 (g) \$75,000 by trust check, certified check, or money order payable to the
28 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:

1 The National Fish and Wildlife Foundation
2 c/o David Brunner
3 28 Second Street, 6th Floor
4 San Francisco, California 94105

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

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

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

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

26 National Fish and Wildlife Foundation
27 28 Second Street, 6th Floor
28 San Francisco, California 94105
Attn: Anna Weinstein

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

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

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

9 **EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

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

22 6. Effective upon entry of this Consent Decree and receipt of the payments
23 specified in Paragraph 4, above, this Consent Decree resolves the claims set forth below as
24 against ExxonMobil, Exxon Mobil Corporation, Mobil Corporation, Mobil International
25 Petroleum Corporation, ExxonMobil Pipeline Company, Mobil Pipe Line Company, Mobil
26 Business Resources Corporation, and Exxon Pipeline Holdings, Inc., their respective officers,
27 directors, or employees acting in their capacities as such, and their respective successors to
28 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

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

- 3 (a) all claims alleged in the Complaint filed in this action,
- 4 (b) all civil judicial and administrative claims for fines or
5 penalties, under the CWA or OPA relating to or arising from the
6 Spill, and
- 7 (c) all claims under the CWA or OPA for response costs,
8 assessment costs, or natural resource damages relating to
9 conditions (whether known or unknown, suspected or
10 unsuspected) arising from the Spill.

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

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

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1 litigation of this action, including attorneys fees.

2 **NOTICES**

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

9 Notice to the United States:

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

15 and

16 David B. Glazer
17 Environmental Enforcement Section
18 Environment and Natural Resources Division
19 United States Department of Justice
20 301 Howard Street, Suite 1050
21 San Francisco, California 94105

22 Notice to the State:

23 Katherine M. Verrue-Slater
24 Staff Counsel III
25 California Department of Fish and Game
26 Office of Spill Prevention and Response
27 1700 "K" Street, Suite 250
28 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

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

4 Notice to ExxonMobil:

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

8 and

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

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

16 **SIGNATORIES/SERVICE**

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

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

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

28 **PUBLIC COMMENT AFTER LODGING**

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

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

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4 APPROVED AND ENTERED:

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6 Dated: _____

United States District Judge

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

3 **FOR THE UNITED STATES OF AMERICA:**

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5 By:

6 **THOMAS L. SANSONETTI**
7 Assistant Attorney General
8 Environment and Natural resources Division
9 United States Department of Justice
10 Washington, D.C. 20530

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13 Dated: _____

14 By:

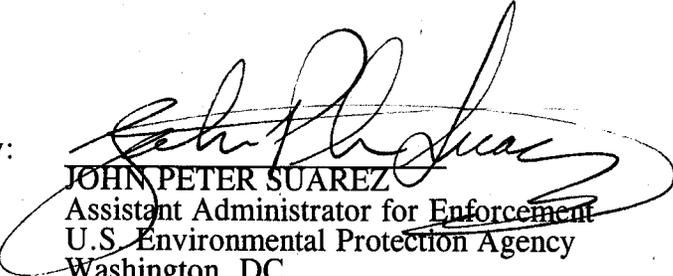
15 **DAVID B. GLAZER**
16 Environmental Enforcement Section
17 Environment and Natural Resources Division
18 United States Department of Justice
19 301 Howard Street, Suite 1050
20 San Francisco, California 94105
21 (415) 744-6491

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28 Dated: _____

1 FOR THE UNITED STATES OF AMERICA (continued):

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By:



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

SEP 18 2002

Dated: _____

1 FOR THE UNITED STATES OF AMERICA (continued):

2

3

4 By:

Wayne NASTRI
WAYNE NASTRI
Regional Administrator
United States Environmental Protection Agency
- Region 9
75 Hawthorne Street
San Francisco, California 94105

8

9 Dated:

7/26/02

10

11 By:

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

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16 Dated:

7/29/02

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19 Of Counsel:

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

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1 WE HEREBY CONSENT to the entry of this Decree:
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3 **FOR THE STATE OF CALIFORNIA DEPARTMENT OF FISH AND GAME**
4

5
6 By:

7 **HARLAN HENDERSON**
8 Administrator
9 Office of Spill Prevention and Response
10 California Department of Fish and Game

11 Dated: _____
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13

14 Of Counsel:

15 Michael W. Neville, Esq.
16 Deputy Attorney General
17 California Department of Justice
18 455 Golden Gate Avenue, Suite 11000
19 San Francisco, California 94102-7004

20 Stephen Sawyer, Esq.
21 Katherine Verrue-Slater, Esq.
22 California Department of Fish and Game
23 Office of Spill Prevention and Response
24 1700 "K" Street, Suite 250
25 Sacramento, California 95814.
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1 WE HEREBY CONSENT to the entry of this Decree:
2

3 **FOR THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD FOR**
4 **THE LOS ANGELES REGION**
5

6 By:

7 **DENNIS A. DICKERSON**
8 Executive Officer
9 California Regional Water Quality Control Board
10 Los Angeles Region

11 Dated: _____
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16 Of Counsel:

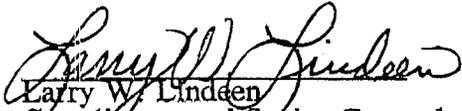
17 Michael W. Neville, Esq.
18 Deputy Attorney General
19 California Department of Justice
455 Golden Gate Avenue, Suite 11000
San Francisco, California 94102-7004

20 Michael A.M. Lauffer, Staff Counsel
21 Office of the Chief Counsel
22 State Water Resources Control Board
1001 "I" Street, 22nd Floor
Sacramento, California 95814-2828
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1 WE HEREBY CONSENT to the entry of this Decree:

2
3 FOR EXXONMOBIL OIL CORPORATION

4
5 By:


6 Larry W. Linden
7 Coordinator and Senior Counsel
8 Exxon Mobil Corporation
9 P.O. Box 2180
10 Houston, Texas 77252-2180

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Dated:

5/24/02