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**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

THE UNITED STATES OF AMERICA,)
THE STATE OF WASHINGTON, THE)
MUCKLESHOOT INDIAN TRIBE, and)
THE PUYALLUP TRIBE OF INDIANS,)

Plaintiffs,)

v.)

POLAR TANKERS, INC.)

Defendant.)
_____)

Civil Action No. 2:10-cv-429

CONSENT DECREE

CONSENT DECREE

Environmental Enforcement Section
U.S. Department of Justice
7600 Sand Point Way NE, c/o NOAA
Seattle, Washington 98115
(206) 526-6608

I. BACKGROUND

1
2 A. The Plaintiffs filed a complaint against Defendant Polar Tankers, Inc.
3 (“Defendant”), concurrently with this Consent Decree, alleging that Defendant is liable pursuant
4 to the Oil Pollution Act of 1990 (“OPA”), 33 U.S.C. §§ 2701 *et seq.*, for a discharge of crude oil
5 from the tank vessel POLAR TEXAS, owned by Polar Tankers, Inc., into waterways in or near
6 Dalco Passage, Washington that occurred on or about October 13, 2004 (“Spill”). The oil
7 washed ashore on Vashon and Maury Islands in the Dalco Passage area off Commencement Bay.
8 Defendant Polar Tankers, Inc. is a wholly owned subsidiary of ConocoPhillips, Inc.

9 B. The Complaint seeks natural resource damages under Section 1002 of OPA, 33
10 U.S.C. § 2702, and the Washington State Water Pollution Control Act (RCW 90.48.142), for
11 injury to, destruction of, loss of, or loss of use of, natural resources, including the reasonable
12 costs of assessing the damages, on behalf of the United States, the State of Washington, the
13 Muckleshoot Indian Tribe, and the Puyallup Tribe of Indians.

14 C. The Department of Commerce, National Oceanic and Atmospheric
15 Administration (“NOAA”); Department of the Interior, U.S. Fish & Wildlife Service
16 (“USFWS”); Washington State Department of Fish and Wildlife; Washington State Department
17 of Ecology; the Muckleshoot Indian Tribe; and the Puyallup Tribe of Indians share trusteeship of
18 the injured natural resources and are coordinating restoration efforts.

19 D. The Trustees allege that the Spill caused injuries to various intertidal and subtidal
20 species, including Puget Sound Chinook salmon and other salmonids, Hardshell Clams, Surf
21 Smelt, and Sand Lance, and their habitats, as well as birds and other wildlife. The Spill resulted
22 in oiling and temporary closures of beaches on Vashon and Maury Islands. The Trustees have
23 determined that the settlement contained in this consent decree will compensate the public for
24 damages to natural resources.

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1 E. In October 2006, Defendant paid a total of \$2,313,293.94 to the United States to
2 reimburse removal costs and to satisfy claims for civil penalties pursuant to Section 311(b)(6) of
3 the Clean Water Act, 33 U.S.C. § 1321(b)(6), as amended by OPA, 33 U.S.C. §§ 2701 *et seq.* In
4 October 2006, Defendant also paid a total of \$540,000 to the State of Washington (Washington
5 Department of Ecology) to reimburse removal costs and to satisfy claims for civil penalties
6 pursuant to Washington State Water Pollution Control Act, Chapters 90.56 and 90.48 RCW.

7 F. The Parties agree and the Court finds that settlement of this matter without further
8 litigation is in the public interest and that the entry of this Consent Decree is the most
9 appropriate means of resolving this matter.

10 G. The Parties agree, and the Court by entering this Consent Decree finds, that this
11 Consent Decree has been negotiated by the Parties in good faith and will avoid prolonged and
12 complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and
13 in the public interest.

14 H. Defendant does not admit any liability arising out of the transactions or
15 occurrences alleged in this action and does not admit the allegations contained in the complaint
16 or in this Consent Decree.

17 NOW, THEREFORE, before the taking of any testimony, without the adjudication or
18 admission of any issue of fact or law except as provided in Section I, and with the consent of the
19 Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

20 **II. JURISDICTION, VENUE, AND NOTICE**

21 1. This Court has jurisdiction over the subject matter of the claims in this action
22 pursuant to 28 U.S.C. §§ 1331, 1345, and 1367(a). Venue lies in this judicial district pursuant to
23 28 U.S.C. §§ 1391(b) and (c), because the Spill alleged in the Complaint occurred in, and
24 Defendant conducts business in, this judicial district. For purposes of this Consent Decree, or
25 any action to enforce this Consent Decree, Defendant consents to the Court's jurisdiction and
26

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1 venue in this judicial district.

2 **III. APPLICABILITY**

3 2. The obligations of this Consent Decree apply to and are binding upon the
4 Plaintiffs and upon Defendant, and its parent companies and affiliates, including but not limited
5 to ConocoPhillips Company, and its successors or assigns. Any change in ownership or
6 corporate status of the Defendant including, but not limited to, any transfer of assets or real or
7 personal property, shall in no way alter such Defendant's or its successors' and assigns' rights or
8 responsibilities under this Consent Decree.

9 **IV. DEFINITIONS**

10 3. Terms used in this Consent Decree that are defined or used in OPA, or in
11 regulations promulgated thereunder, shall have the meanings assigned to them in the statute or
12 such regulations, unless otherwise provided in this Consent Decree. Whenever the terms set
13 forth below are used in this Consent Decree, the following definitions shall apply:

- 14 a. "Complaint" shall mean the complaint filed by the Plaintiffs in this action,
15 unless noted otherwise.
- 16 b. "Consent Decree" or "Decree" shall mean this Consent Decree.
- 17 c. "Day" shall mean a calendar day unless expressly stated to be a working
18 day. In computing any period of time under this Consent Decree, where
19 the last day would fall on a Saturday, Sunday, or federal holiday, the
20 period shall run until the close of business of the next working day.
- 21 d. "Defendant" shall mean Polar Tankers, Inc., a wholly owned subsidiary of
22 ConocoPhillips, Inc., and its parent companies and affiliates, including but
23 not limited to ConocoPhillips Company, and its successors or assigns.
- 24 e. "Natural Resources" shall have the meaning set forth in Section 1001(20)
25 of OPA, 33 U.S.C. § 2701(20).
- 26 f. "Natural Resource Damages" shall have the meaning set forth in Section

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1 1002 of OPA, 33 U.S.C. § 2702, Section 107 of CERCLA, 42 U.S.C.
2 § 107, the Washington State Water Pollution Control Act Chapter 90.48
3 RCW, and the Washington Model Toxics Control Act Chapter 70.105D
4 RCW, which includes damages for injury to, destruction of, loss of, or loss
5 of use of, natural resources, including the reasonable costs of assessing the
6 damage.

7 g. “NOAA” shall mean the National Oceanic and Atmospheric
8 Administration of the United States Department of Commerce.

9 h. “Paragraph” shall mean a portion of this Consent Decree identified by an
10 Arabic numeral.

11 i. “Parties” shall mean the United States, the State, the Muckleshoot Indian
12 Tribe, the Puyallup Tribe of Indians and Defendant.

13 j. “Plaintiffs” shall mean the United States, the State of Washington, the
14 Muckleshoot Indian Tribe, and the Puyallup Tribe of Indians.

15 k. “Spill” shall mean the discharge of oil that occurred on or about October
16 13, 2004.

17 l. “Section” shall mean a portion of this Consent Decree identified by a
18 Roman numeral.

19 m. “State” shall mean the State of Washington.

20 n. “Tribes” shall mean the Muckleshoot Indian Tribe and the Puyallup Tribe
21 of Indians.

22 o. “Trustees” shall mean the designated federal, state, and tribal agencies or
23 officials who act on behalf of the public as trustees for the Natural
24 Resources allegedly injured by the Spill.

25 p. “United States” shall mean the United States of America, acting on behalf
26 of NOAA and USFWS.

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1 q. "USFWS" shall mean the U.S. Fish & Wildlife Service of the Department
2 of the Interior.

3 **V. DAMAGE ASSESSMENT REIMBURSEMENT AND NATURAL RESOURCE**
4 **DAMAGES**

5 4. Damage Assessment Reimbursement. Within thirty (30) days after the Effective
6 Date of this Consent Decree, Defendant shall pay to the Trustees and King County a total of
7 \$100,700 to reimburse costs, as specified below:

- 8 a.) \$52,000 to NOAA;
- 9 b.) \$10,000 to USFWS;
- 10 b.) \$3,000 to the State of Washington;
- 11 d.) \$12,700 to the Puyallup Tribe; and
- 12 e.) \$23,000 to King County.

13 Payments to NOAA and USFWS shall be made by FedWire Electronic Funds Transfer
14 ("EFT") to the United States Department of Justice, referencing the Civil Action Number and
15 DOJ case number 90-5-1-1-08673. Payments shall be made in accordance with current EFT
16 procedures and instructions to be provided by the Financial Litigation Unit of the U.S.
17 Attorney's Office for the Western District of Washington. Any payments received by the
18 Department of Justice after 4:00pm Eastern Standard Time shall be credited on the next business
19 day.

20 Payment to the State of Washington shall be made by certified check and made payable
21 and addressed as follows:

22 Payee: Washington Department of Fish and Wildlife
23 Address: 600 Capitol Way N
24 Olympia, Washington 90501-1091
Attn: Lynn Needham, Accounts Receivable

25 Payment to the Puyallup Tribe of Indians shall be made by certified check and made
26 payable and addressed as follows:

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U.S. Department of Justice
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1 Payee: Puyallup Tribe of Indians

2 Address: Puyallup Tribe of Indians
3 3009 East Portland Avenue
4 Tacoma, Washington 98404
5 Attn: Bill Sullivan

6 Payment to King County shall be made by by certified check and made
7 payable and addressed as follows:

8 Payee: King County Wastewater Treatment Division

9 Address: Attn: Steve Tull
10 Business & Finance Officer IV,
11 KC DNRP Wastewater Treatment Division
12 201 S. Jackson St., Suite 502
13 Seattle, Washington 98104

14 5. Natural Resource Damages. Within thirty (30) days after the Effective Date of
15 this Consent Decree, Defendant shall pay a total of \$487,300 for natural resource damages.
16 Payment shall be made to the Department of Interior Natural Resource Damage Assessment and
17 Restoration Fund. Such payment shall be made by FedWire Electronic Funds Transfer (“EFT”)
18 to the United States Department of Justice, referencing the Civil Action Number, DOJ case
19 number 90-5-1-1-08673, NRDAR Account No. 14X5198 and “Natural Resource Damages for
20 the Dalco Passage Spill.” Payments shall be made in accordance with current EFT procedures
21 and instructions to be provided by the Financial Litigation Unit of the U.S. Attorney’s Office for
22 the Western District of Washington. Any payments received by the Department of Justice after
23 4:00pm Eastern Standard Time shall be credited on the next business day.

24 6. At the time of each payment in Paragraphs 4 and 5 above Defendant shall send
25 notice that the payment has been made to DOJ, the Trustees and King County in accordance with
26 Section XI (Notices). The notice shall state that the payment is for Natural Resource Damages
27 or reimbursement for costs of assessing damages caused by the Spill and shall reference DOJ
28 case number 90-5-1-1-08673 and the Civil Action Number.

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VI. RESTORATION PLAN

1
2 7. The Trustees intend to use the funds recovered under Paragraph 5 above to
3 restore, rehabilitate, and replace natural resources injured as a result of the Spill in accordance
4 with a restoration plan that the will be developed, adopted, and implemented consistent with
5 applicable federal, state and tribal law. The funds will be used for all costs associated with
6 implementing restoration, including but not limited to drafting and adopting the restoration plan
7 and related NEPA/SEPA determination, public involvement, restoration monitoring and
8 administrative costs. A copy of the restoration plan as currently proposed is attached hereto as
9 Appendix A. The Trustees may elect to modify the proposed plan after execution of this
10 Consent Decree and payment of the \$487,300 in natural resource damages by Defendant
11 pursuant to Paragraph 5 above. Such a modification shall not affect the payment obligation set
12 forth in Paragraph 5 or the covenant not to sue set forth in Paragraph 18.

VII. STIPULATED PENALTIES

13
14 8. Defendant shall be liable for stipulated penalties for violations of this Consent
15 Decree as specified below. A violation includes failing to perform any obligation required by
16 the terms of this Consent Decree, according to all applicable requirements of this Consent
17 Decree and within the specified time schedules established by or approved under this Consent
18 Decree.

19 9. Failure to Pay Damage Assessment Costs. If Defendant fails to make a
20 payment required to be paid pursuant to Paragraph 4 of this Consent Decree when due,
21 Defendant shall pay to the Trustees a stipulated penalty of \$1,000 per Day for each Day that the
22 payment is late. Payment of a stipulated penalty for failure to make a payment required under
23 Paragraph 4 shall be in accordance with the payment procedures outlined in Paragraph 4.

24 10. Failure to Pay Natural Resource Damages. If Defendant fails to pay the Natural
25 Resource Damages required to be paid pursuant to Paragraph 5 of this Consent Decree when
26 due, Defendant shall pay to the Trustees a stipulated penalty of \$2,000 per Day for each Day that

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1 the payment is late. Payment of a stipulated penalty for failure to make the payment required
2 under Paragraph 5 shall be in accordance with the payment procedures outlined in Paragraph 5.

3 11. Interest on Late Payments. In addition to the stipulated penalties set forth in this
4 Section, in the event Defendant fails to make timely payments of any amounts required under
5 this Consent Decree, Defendant shall pay interest on the unpaid balance. Interest for late
6 payments of the damage assessment costs and Natural Resource Damages required in Section V,
7 shall be at the rate specified in Section 1005 of OPA, 33 U.S.C. § 2705.

8 12. Stipulated penalties under this Section shall begin to accrue on the Day after
9 performance is due and shall continue to accrue until performance is satisfactorily completed.
10 Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

11 13. Plaintiffs shall give Defendant written notification that Defendant has failed to
12 make a timely payment pursuant to this Consent Decree; however, the stipulated penalties
13 provided for in Paragraphs 9 and 10 shall accrue, as provided in Paragraph 12 above, and shall
14 be owed regardless of whether or not Defendant has been notified of a violation. Defendant shall
15 pay any stipulated penalty within thirty (30) Days of receiving the United States' written
16 demand.

17 14. Any stipulated penalty payments shall be accompanied by a reference to this
18 Consent Decree and be identified as "Stipulated Penalties." Notice of the payment shall be sent
19 to the Parties in the manner specified in Section XI (Notices).

20 15. If Defendant fails to pay stipulated penalties according to the terms of this
21 Consent Decree, Defendant shall be liable for interest on such penalties, as provided for in
22 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall
23 be construed to limit the United States or the State from seeking any remedy otherwise provided
24 by law for Defendant's failure to pay any stipulated penalties.

25 16. Defendant shall not deduct any stipulated penalties paid under this Consent
26 Decree pursuant to this Section in calculating its federal income tax.

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1 17. Subject to the provisions of Section IX of this Consent Decree (Effect of
2 Settlement/Reservation of Rights), the stipulated penalties provided for in this Consent Decree
3 shall be in addition to any other rights, remedies, or sanctions available to the United States for
4 Defendant's violation of this Consent Decree or applicable law.

5 **VIII. COVENANTS NOT TO SUE**

6 18. Covenant by the Plaintiffs. In consideration of the payments that will be
7 made by Defendant pursuant to Section V (Damage Assessment Reimbursement and Natural
8 Resource Damages) of this Consent Decree, the Plaintiffs covenant not to sue or take
9 administrative action against the Defendant pursuant Section 1002(a) and (b) of OPA, 33 U.S.C.
10 § 2702(a) and (b), Section 107(a) of the Comprehensive Environmental Response, Compensation
11 and Liability Act, 42 U.S.C. § 9607(a), Section 311 of the Clean Water Act, 33 U.S.C. § 1311,
12 the Washington State Model Toxics Control Act (Chapter 70.105D RCW), or the Washington
13 State Water Pollution Control Act (Chapter 90.58 RCW), for Natural Resource Damages caused
14 by the Spill or otherwise relating to or arising from the Spill. This covenant not to sue is
15 conditioned upon receipt by the Trustees of all payments and interest required by Section V
16 (Damage Assessment Reimbursement and Natural Resource Damages) and Section VII
17 (Stipulated Penalties) of this Consent Decree.

18 19. Covenant by the Parties Not to Present Claims to the Oil Spill Liability Trust
19 Fund. All Parties covenant not to assert any claim for response costs or damages arising from
20 the Spill, pursuant to Sections 1008 and 1013 of OPA, 33 U.S.C. §§ 2708 and 2713, to the Oil
21 Spill Liability Trust Fund.

22 20. Covenant by the Defendant. Defendant hereby covenants not to sue and
23 agrees not to assert any claims or causes of action against the Plaintiffs (including all employees,
24 agents, contractors, departments, agencies, administrations and bureaus thereof) related to
25 Natural Resource Damages arising out of the Spill, including without limitation any potential or
26 pending claims against the Oil Spill Liability Trust Fund relating to the Spill.

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1 **IX. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

2 21. Notwithstanding any other provision of this Consent Decree, the Plaintiffs
3 reserve, and this Consent Decree is without prejudice to, all legal and equitable remedies
4 available to enforce the provisions of this Consent Decree, except as expressly stated in
5 Section VIII above. This Consent Decree shall not be construed to limit the rights of the
6 Plaintiffs to obtain penalties or injunctive relief under the Clean Water Act, 33 U.S.C. § 1251 *et*
7 *seq.*, or OPA, or implementing regulations, or under other federal or state laws, regulations, or
8 permit conditions, except as expressly specified in Section VIII above.

9 22. In any subsequent administrative or judicial proceeding initiated by the Plaintiffs
10 for injunctive relief, civil penalties, damages, or other appropriate relief relating to Defendant's
11 tank vessel, Defendant shall not assert, and may not maintain, any defense or claim based upon
12 the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion,
13 claim-splitting, or other defenses based upon any contention that the claims raised by the
14 Plaintiffs in the subsequent proceeding were or should have been brought in the instant case,
15 except with respect to claims that have been specifically resolved pursuant to Section VIII of this
16 Consent Decree.

17 23. This Consent Decree does not limit or affect the rights of Defendant or of the
18 Plaintiffs against any third parties, not party to this Consent Decree, nor does it limit the rights of
19 third parties, not party to this Consent Decree, against Defendant, except as otherwise provided
20 by law.

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

23 **X. COSTS**

24 25. The Parties shall bear their own costs of this action, including attorneys' fees,
25 except that the Plaintiffs shall be entitled to collect the costs (including attorneys' fees) incurred
26 in any action necessary to collect any portion of amounts not paid by Defendants as required by

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1 the Consent Decree.

2 **XI. NOTICES**

3 26. Unless otherwise specified herein, whenever notifications, submissions, reports or
4 communications are required by this Consent Decree, they shall be made in writing and
5 addressed to all parties as follows:

6 As to the United States

7 As to DOJ

8 Chief, Environmental Enforcement Section
9 Environment and Natural Resources Division
10 U.S. Department of Justice
11 Box 7611, Ben Franklin Station
12 Washington, D.C. 20044-7611
13 Re: DOJ No. 90-5-1-1-08673

14 As to NOAA

15 Robert Taylor
16 GCNR/NW
17 National Oceanic and Atmospheric Administration
18 7600 Sand Point Way N.E.
19 Seattle, WA 98115

20 As to DOI

21 Barry Stein
22 U.S. Department of the Interior
23 Office of the Solicitor, Pacific Northwest Region
24 805 SW Broadway Ste. 600
25 Portland Oregon 97201

26 As to the State

27 Kelly T. Wood
28 Philip M. Ferester
Washington State Attorney General's Office
P.O. Box 40117
Olympia, WA 98504
Facsimile: 360-586-6760

Rebecca Post
Washington State Department of Ecology

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U.S. Department of Justice
7600 Sand Point Way NE, c/o NOAA
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1 P.O. Box 47600
2 Olympia, WA 98504

3 As to the Tribes

4 Charlotte Williams
5 Muckleshoot Indian Tribe
6 39015 172nd Avenue SE
7 Auburn, Washington 98092
8 Facsimile: (253) 939-5311

9 Bill Sullivan
10 Puyallup Tribe of Indians
11 3009 East Portland Avenue
12 Tacoma, Washington 98404
13 Facsimile: (253) 573-7929

14 As to King County

15 Attn: Steve Tull
16 Business & Finance Officer IV,
17 KC DNRP Wastewater Treatment Division
18 201 S. Jackson St., Suite 502
19 Seattle, Washington 98104
20 (206) 684-1515

21 As to Defendant

22 Katharine Newman
23 Senior counsel
24 ConocoPhillips
25 600 N Dairy Ashford
26 ML 2082
27 Houston TX 77079
28 ph 281.293.3649
katharine.f.newman@conocophillips.com

29 27. Any Party may, by written notice to the other Parties, change its designated notice
30 recipient or notice address provided above.

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1 28. Notices submitted pursuant to this Section shall be deemed submitted upon
2 mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties
3 in writing.
4

5 **XII. EFFECTIVE DATE**

6 29. The Effective Date of this Consent Decree shall be the date this Consent Decree is
7 entered by the Court.
8

9 **XIII. RETENTION OF JURISDICTION**

10 30. The Court shall retain jurisdiction over both the subject matter of this Consent
11 Decree and the Parties for the duration of the performance of the terms and provisions of this
12 Consent Decree for the purpose of enabling any of the Parties to apply to the Court for such
13 further order, direction, and relief as may be necessary or appropriate to enforce compliance with
14 its terms or to enable all of the Parties to apply to the Court for the material modification of the
15 Consent Decree pursuant to Section XIV below. Nothing in this Consent Decree shall be
16 deemed to limit or alter the Court's power to enforce it.
17

18 **XIV. MODIFICATION**

19 31. The terms of this Consent Decree may be modified only by a subsequent written
20 agreement signed by all the Parties. Where the modification constitutes a material change to this
21 Consent Decree, it shall be effective only upon approval by the Court.
22

23 **XV. PUBLIC PARTICIPATION**

24 32. This Consent Decree shall be lodged with the Court for a period of not less than
25 thirty (30) Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The
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1 Plaintiffs each reserve the right to withdraw or withhold its consent if the comments regarding
2 the Consent Decree disclose facts or considerations indicating that the Consent Decree is
3 inappropriate, improper, or inadequate. Defendant consents to entry of this Consent Decree
4 without further notice.
5

6 **XVI. SIGNATORIES/SERVICE**

7 33. The Deputy Section Chief of the Environmental Enforcement Section of the
8 United States Department of Justice and each undersigned representative of the State of
9 Washington, the Tribes and Defendant certifies that he or she is fully authorized to enter into the
10 terms and conditions of this Consent Decree and to execute and legally bind the Party he or she
11 represents to this document.
12

13 34. This Consent Decree may be signed in counterparts, and its validity shall not be
14 challenged on that basis. Defendant agrees to accept service of process by mail with respect to
15 all matters arising under this Consent Decree and to waive the formal service requirements set
16 forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of
17 this Court including, but not limited to, service of a summons.
18

19 **XVII. INTEGRATION**

20
21 35. This Consent Decree constitutes the final, complete, and exclusive agreement and
22 understanding among the Parties with respect to the settlement embodied in the Consent Decree
23 and supercedes all prior agreements and understandings, whether oral or written, concerning the
24 settlement embodied herein. No other document, nor any representation, inducement,
25 agreement, understanding, or promise, constitutes any part of this Consent Decree or the
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1 settlement it represents, nor shall it be used in construing the terms of this Consent Decree.

2 **XVIII. FINAL JUDGMENT**

3 36. Upon approval and entry of this Consent Decree by the Court, this Consent
4 Decree shall constitute a final judgment of the Court as to the United States, the State, the Tribes
5 and Defendant.
6

7 Dated and entered this ___ day of _____, 2010.
8

9 UNITED STATES DISTRICT JUDGE
10 Western District of Washington
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27 CONSENT DECREE
28

Environmental Enforcement Section
U.S. Department of Justice
7600 Sand Point Way NE, c/o NOAA
Seattle, Washington 98115
(206) 526-6608

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States, et
2 al. v. Polar Tankers, Inc., relating to the Dalco Passage spill:

3 FOR THE UNITED STATES OF AMERICA:

4
5 1/27/10

ELLEN M. MAHAN
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice

9
10 1/28/10

ERIKA M. ZIMMERMAN
Trial Attorney
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
Telephone: (202) 514-5270
Facsimile: (202) 514-4180

JENNY A. DURKAN
United States Attorney

BRIAN C. KIPNIS
Assistant United States Attorney
5220 United States Court House
700 Stewart Street
Seattle, Washington 98101-1271
Telephone: (206) 553-7970
Facsimile: (206) 553-4073

27 CONSENT DECREE

28 Environmental Enforcement Section
U.S. Department of Justice
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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States, et
2 al. v. Polar Tankers, Inc., relating to the Dalco Passage spill:

3 FOR THE STATE OF WASHINGTON:

4
5 12/31/09

6 KELLY T. WOOD
7 PHILIP M. FERESTER
8 Washington State Attorney General's Office
9 P.O. Box 40117
10 Olympia, WA 98504
11 Facsimile: 360-586-6760

12
13 12/31/09

14 DALE JENSEN
15 Manager, Spills Program
16 Washington State Department of Ecology
17 P.O. Box 47600
18 Olympia, WA 98504-7600

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27 CONSENT DECREE

Environmental Enforcement Section
U.S. Department of Justice
7600 Sand Point Way NE, c/o NOAA
Seattle, Washington 98115
(206) 526-6608

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States, et
2 al. v. Polar Tankers, Inc., relating to the Dalco Passage spill:

3 FOR THE MUCKLESHOOT INDIAN TRIBE:

4
5 3/10/10

6 _____
7 ROBERT L. OTSEA, JR.
8 WSBA # 9367
9 Office of the Tribal Attorney
10 Muckleshoot Indian Tribe
11 39015 - 172nd Avenue S.E.
12 Auburn, Washington 98092
13 Tel. (253) 939-3311

14
15 3/10/10

16 _____
17 CHARLOTTE WILLIAMS
18 Chairperson
19 Muckleshoot Indian Tribe
20 39015 - 172nd Avenue S.E.
21 Auburn, Washington 98092

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27 CONSENT DECREE

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2 al. v. Polar Tankers, Inc., relating to the Dalco Passage spill:

3 FOR THE PUYALLUP TRIBE OF INDIANS:

4
5 3/2/10

6 _____
7 HERMAN DILLON, SR
8 Puyallup Tribal Council Chair
9 Puyallup Tribe of Indians
10 3009 Portland Avenue
11 Tacoma, Washington 98404
12 Facsimile: (253) 573-7929
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Seattle, Washington 98115
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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States, et
2 al. v. Polar Tankers, Inc., relating to the Dalco Passage spill:

3 FOR DEFENDANT:

4 1/25/10

5 _____
6 PHILIP R. LEMPRIERE
7 JAY CARLSON
8 Keesal, Young & Logan
9 1301 Fifth Avenue, Suite 1515
10 Seattle, Washington 98101
11 (206) 622-3790
12 (206) 343-9529

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Counsel for Defendant

CONSENT DECREE

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