

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF CALIFORNIA

3
4 UNITED STATES OF AMERICA,)

5 Plaintiff)

6 v.)

7)
8 CITY OF SAN DIEGO; SAN)
9 DIEGO UNIFIED PORT)
10 DISTRICT; and SAN DIEGO)
11 COUNTY REGIONAL AIRPORT)
12 AUTHORITY,)

13 Defendants.)

Case No. 3:23-CV-00541-LL-BGS

14 **CONSENT DECREE BETWEEN UNITED STATES OF AMERICA AND**
15 **THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY AND**
16 **SAN DIEGO UNIFIED PORT DISTRICT FOR RECOVERY OF THE**
17 **DEPARTMENT OF THE NAVY’S PAST CERCLA RESPONSE COSTS**
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I. BACKGROUND

1
2 A. The United States of America (“United States” or “Plaintiff”), on
3 behalf of the Department of the Navy (“DON”), filed a complaint in this matter
4 pursuant to Section 107 of the Comprehensive Environmental Response,
5 Compensation, and Liability Act (“CERCLA”), as amended, seeking
6 reimbursement of response costs incurred or to be incurred for response actions
7 taken at or in connection with the release or threatened release of hazardous
8 substances at the Installation Restoration Site 12, the Boat Channel Sediments Site,
9 at the former Naval Training Center in San Diego, California (the “Site”).

10 B. The United States filed the complaint in this matter against the City of
11 San Diego and Settling Defendants (as defined below). The City of San Diego has
12 filed counterclaims against the United States, and crossclaims against the Settling
13 Defendants, pursuant to Sections 107 and 113(f) of CERCLA, as amended, seeking
14 reimbursement of response costs incurred or to be incurred for response actions at
15 the Site, contribution, equitable allocation of response costs incurred at the Site,
16 equitable indemnity, and declaratory relief. The Settling Defendants have filed
17 crossclaims against the City of San Diego pursuant to Section 113(f) of CERCLA,
18 as amended, seeking contribution, equitable allocation of response costs incurred at
19 the Site, equitable contribution, equitable indemnity, and declaratory relief.

20 C. The Settling Defendants have filed counterclaims against the United
21 States pursuant to Section 113(f) of CERCLA, as amended, seeking contribution,
22 equitable allocation of response costs incurred at the Site, and declaratory relief.

23 D. The United States and the Settling Defendants have negotiated this
24 Consent Decree as part of a settlement to resolve the disputes between them in this
25 action.

26 E. The Settling Defendants do not admit any liability to the United States
27 arising out of the transactions or occurrences alleged in the complaint, and the
28 United States does not admit any liability to Settling Defendants arising out of the

1 transactions or occurrences alleged in the Settling Defendants' counterclaims
2 against the United States.

3 D. The United States and Settling Defendants agree, and this Court by
4 entering this Consent Decree finds, 1) that this Consent Decree has been negotiated
5 by the Parties (as defined below) in good faith, 2) that settlement of this matter
6 without further litigation and without the admission or adjudication of any issue of
7 fact or law is appropriate in light of the United States and Settling Defendants'
8 history of activity at or near the Site, the risk of the United States and Settling
9 Defendants being found liable, and possible allocation of cleanup costs, 3) that
10 settlement of this matter now will avoid prolonged, expensive, and complicated
11 litigation between the Parties, and 4) that this Consent Decree is fair, reasonable,
12 and in the public interest.

13 THEREFORE, with the consent of the Parties to this Decree, it is
14 ORDERED, ADJUDGED, AND DECREED:

15 **II. JURISDICTION**

16 1. This Court has jurisdiction over the subject matter of this action
17 pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and
18 also has personal jurisdiction over Settling Defendants. Solely for the purposes of
19 this Consent Decree and the underlying complaint, Settling Defendants waive all
20 objections and defenses that they may have to jurisdiction of the Court or to venue
21 in this District. Settling Defendants shall not challenge entry or the terms of this
22 Consent Decree or this Court's jurisdiction to enter and enforce this Consent
23 Decree.

24 **III. PARTIES BOUND**

25 2. This Consent Decree is binding upon the United States and upon
26 Settling Defendants and their successors, and assigns. Any change in ownership or
27 corporate or other legal status, including but not limited to, any transfer of assets or
28

1 real or personal property, shall in no way alter the status or responsibilities of
2 Settling Defendants under this Consent Decree.

3 **IV. DEFINITIONS**

4 3. Unless otherwise expressly provided in this Consent Decree, terms
5 used in this Consent Decree that are defined in CERCLA or in regulations
6 promulgated under CERCLA shall have the meanings assigned to them in
7 CERCLA or in such regulations. Whenever terms listed below are used in this
8 Consent Decree or its appendices, the following definitions shall apply:

9 “CERCLA” shall mean the Comprehensive Environmental Response,
10 Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-9675.

11 “Consent Decree” shall mean this Consent Decree and any appendices
12 attached hereto. In the event of conflict between this Consent Decree and any
13 appendix, the Consent Decree shall control.

14 “Day” or “day” shall mean a calendar day. In computing any period of time
15 under this Consent Decree, where the last day would fall on a Saturday, Sunday, or
16 federal or State holiday, the period shall run until the close of business of the next
17 working day.

18 “DOJ” shall mean the U.S. Department of Justice and its successor
19 departments, agencies, or instrumentalities.

20 “DON” shall mean the U.S. Department of the Navy.

21 “Effective Date” shall mean the date upon which the approval of this
22 Consent Decree is recorded on the Court’s docket.

23 “Interest” shall mean interest at the rate specified in 28 U.S.C. § 1961.

24 “Paragraph” shall mean a portion of this Consent Decree identified by an
25 Arabic numeral or an upper- or lower-case letter.

26 “Parties” shall mean the United States and Settling Defendants.

27 “Past Response Costs” shall mean all costs, including but not limited to
28 direct and indirect costs, that DON or DOJ on behalf of DON has paid at or in

1 connection with the Site through February 7, 2024, plus accrued Interest on all
2 such costs through such date.

3 “Plaintiff” shall mean the United States.

4 “RCRA” shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C.
5 §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

6 “Section” shall mean a portion of this Consent Decree identified by a Roman
7 numeral.

8 “Settling Defendants” shall mean the San Diego Unified Port District and
9 the San Diego County Regional Airport Authority.

10 “Site” shall mean the Installation Restoration Site 12, the Boat Channel
11 Sediments Site, at the former Naval Training Center in San Diego as generally
12 shown on the map included in Appendix A.

13 “United States” shall mean the United States of America and each
14 department, agency, and instrumentality of the United States, including DON.

15 V. PAYMENT OF RESPONSE COSTS

16 4. **Payment by Settling Defendants for Past Response Costs.** Within
17 30 days after the Effective Date, Settling Defendants shall pay to DON
18 \$2,412,029.89 plus an additional sum for Interest on that amount calculated from
19 February 7, 2024 through the date of payment, pursuant to instructions to be
20 provided by Plaintiff after the Effective Date.

21 5. **Deposit of Payment.** The total amount to be paid pursuant to
22 Paragraph 4 shall be deposited into the DON BRAC Account.

23 **Notice of Payment.** At the time of payment, Settling Defendants shall send
24 to DON and DOJ, in accordance with Section XIII (Notices and Submissions), a
25 notice of this payment including references to the CDCS Number, and DJ Number
26 90-11-3-11826.

1 **VI. FAILURE TO COMPLY WITH CONSENT DECREE**

2 6. **Interest on Late Payments.** If any Settling Defendant fails to make
3 any payment under Paragraph 4 (Payment by Settling Defendants for Past
4 Response Costs) by the required due date, Interest shall continue to accrue on the
5 unpaid balance through the date of payment.

6 7. **Stipulated Penalty**

7 a. If any amounts due under Paragraph 4 (Payment by Settling
8 Defendants for Past Response Costs) are not paid by the required date, Settling
9 Defendants shall be in violation of this Consent Decree and shall pay, as a
10 stipulated penalty, in addition to the Interest required, \$50,000 per violation per
11 day that such payment is late.

12 b. Stipulated penalties are due and payable within 30 days after
13 the date of the demand for payment of the penalties by DON. Settling Defendants
14 shall make all payments at <https://www.pay.gov> using the “EPA Miscellaneous
15 Payments Cincinnati Finance Center” link, and including references to the
16 Site/Spill ID and DJ numbers listed in Paragraph 5 and send notice of this payment
17 in accordance with Paragraph 6 (Notice of Payment). Settling Defendants shall
18 indicate in the comment field on the <https://www.pay.gov> payment form that the
19 payment is for stipulated penalties.

20 c. Penalties shall accrue as provided in this Paragraph regardless
21 of whether DON has notified Settling Defendants of the violation or made a
22 demand for payment but need only be paid upon demand. All penalties shall begin
23 to accrue on the day after payment is due and shall continue to accrue through the
24 date of payment. Nothing in this Consent Decree shall prevent the simultaneous
25 accrual of separate penalties for separate violations of this Consent Decree.

26 8. If the United States brings an action to enforce this Consent Decree,
27 Settling Defendants shall reimburse the United States for all costs of such action,
28 including but not limited to costs of attorney time.

1 9. Payments made under this Section shall be in addition to any other
2 remedies or sanctions available to Plaintiff by virtue of Settling Defendants' failure
3 to comply with the requirements of this Consent Decree.

4 10. The obligations of Settling Defendants to pay amounts owed the
5 United States under this Consent Decree are joint and several. In the event of the
6 insolvency of any Settling Defendant or the failure by any Settling Defendant to
7 make the payments required under this Consent Decree, the remaining Settling
8 Defendants shall be responsible for such payments.

9 11. Notwithstanding any other provision of this Section, the United States
10 may, in its unreviewable discretion, waive payment of any portion of the stipulated
11 penalties that have accrued pursuant to this Consent Decree. Payment of stipulated
12 penalties shall not excuse Settling Defendants from payment as required by Section
13 V (Payment of Response Costs) or from performance of any other requirements of
14 this Consent Decree.

15 **VII. COVENANTS BY PLAINTIFF**

16 12. **Covenants for Settling Defendants by United States.** Except as
17 specifically provided in Section VIII (Reservation of Rights by United States), the
18 United States covenants not to sue or to take administrative action against Settling
19 Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to
20 recover Past Response Costs. These covenants shall take effect upon the Effective
21 Date. These covenants are conditioned upon the satisfactory performance by
22 Settling Defendants of their obligations under this Consent Decree. These
23 covenants extend only to Settling Defendants and do not extend to any other
24 person.

25 **VIII. RESERVATIONS OF RIGHTS BY UNITED STATES**

26 13. The United States reserves, and this Consent Decree is without
27 prejudice to, all rights against Settling Defendants with respect to all matters not
28 expressly included within Paragraph 13 (Covenants for Settling Defendants by

1 United States). Notwithstanding any other provision of this Consent Decree, the
2 United States reserves all rights against Settling Defendants with respect to:

3 a. liability for failure of Settling Defendants to meet a requirement
4 of this Consent Decree;

5 b. liability for costs incurred or to be incurred by the United States
6 that are not within the definition of Past Response Costs;

7 c. liability for injunctive relief or administrative order
8 enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;

9 d. criminal liability; and

10 e. liability for damages for injury to, destruction of, or loss of
11 natural resources, and for the costs of any natural resource damage assessments.

12 **IX. COVENANTS BY SETTLING DEFENDANTS**

13 14. Settling Defendants covenant not to sue and agree not to assert any
14 claims or causes of action against the United States or its contractors or employees,
15 with respect to Past Response Costs and this Consent Decree, including but not
16 limited to:

17 a. any direct or indirect claim for reimbursement from the EPA
18 Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or
19 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any
20 other provision of law;

21 b. any claim arising out of the response actions at the Site for
22 which the Past Response Costs were incurred, including any claim under the
23 United States Constitution, the Constitution of the State of California, the Tucker
24 Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at
25 common law; or

26 c. any claim pursuant to Section 107 or 113 of CERCLA,
27 42 U.S.C. § 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state
28 law for Past Response Costs.

1 d. any claim pursuant to Section 107 or 113 of CERCLA,
2 42 U.S.C. § 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state
3 law for any costs, whether direct or indirect, incurred by the Settling Defendants at
4 the Site as of the date of entry of this Consent Decree.

5 15. Nothing in this Consent Decree shall be deemed to constitute
6 approval or preauthorization of a claim within the meaning of Section 111 of
7 CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

8 16. **Waiver of Claims by Settling Defendants.** Settling Defendants agree
9 not to assert any claims and to waive all claims or causes of action (including but
10 not limited to claims or causes of action under Sections 107(a) and 113 of
11 CERCLA) that they may have against the City of San Diego related to the Site.
12 The waiver under this Paragraph shall not apply with respect to any defense, claim,
13 or cause of action that a Settling Defendant may have against the City of San
14 Diego if the City asserts a claim or cause of action relating to the Site against such
15 Settling Defendant.

16 **X. EFFECT OF SETTLEMENT/CONTRIBUTION**

17 17. Except as provided in Paragraph 17 (Waiver of Claims by Settling
18 Defendants), nothing in this Consent Decree shall be construed to create any rights
19 in, or grant any cause of action to, any person not a Party to this Consent Decree.
20 Except as provided in Section IX (Covenants by Settling Defendants) and
21 Paragraph 17, each of the Parties expressly reserves any and all rights (including,
22 but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613),
23 defenses, claims, demands, and causes of action that it may have with respect to
24 any matter, transaction, or occurrence relating in any way to the Site against any
25 person not a Party hereto. Nothing in this Consent Decree diminishes the right of
26 the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C.
27 § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or
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1 response action and to enter into settlements that give rise to contribution
2 protection pursuant to Section 113(f)(2).

3 18. The Parties agree, and by entering this Consent Decree this Court
4 finds, that this Consent Decree constitutes a judicially-approved settlement
5 pursuant to which each Settling Defendant has, as of the Effective Date, resolved
6 liability to the United States within the meaning of Section 113(f)(2) of CERCLA,
7 42 U.S.C. § 9613(f)(2), and is entitled, as of the Effective Date, to protection from
8 contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as
9 may be otherwise provided by law, for the “matters addressed” in this Consent
10 Decree. The “matters addressed” in this Consent Decree are Past Response Costs.

11 19. The Parties further agree, and by entering this Consent Decree this
12 Court finds, that the complaint filed by the United States in this action is a civil
13 action within the meaning of Section 113(f)(1) of CERCLA, 42 U.S.C. §
14 9613(f)(1), and that this Consent Decree constitutes a judicially-approved
15 settlement pursuant to which each Settling Defendant has, as of the Effective Date,
16 resolved liability to the United States within the meaning of Section 113(f)(3)(B)
17 of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

18 20. Each Settling Defendant shall, with respect to any suit or claim
19 brought by it for matters related to this Consent Decree, notify DON and DOJ in
20 writing no later than 60 days prior to the initiation of such suit or claim. Each
21 Settling Defendant also shall, with respect to any suit or claim brought against it
22 for matters related to this Consent Decree, notify DON and DOJ in writing within
23 10 days after service of the complaint or claim upon it. In addition, each Settling
24 Defendant shall notify DON and DOJ within 10 days after service or receipt of any
25 Motion for Summary Judgment, and within 10 days after receipt of any order from
26 a court setting a case for trial, for matters related to this Consent Decree.

27 21. In any subsequent administrative or judicial proceeding initiated by
28 the United States for injunctive relief, recovery of response costs, or other relief

1 relating to the Site, Settling Defendants shall not assert, and may not maintain, any
2 defense or claim based upon the principles of waiver, res judicata, collateral
3 estoppel, issue preclusion, claim-splitting, or other defenses based upon any
4 contention that the claims raised by the United States in the subsequent proceeding
5 were or should have been brought in the instant case; provided, however, that
6 nothing in this Paragraph affects the enforceability of the Covenants by Plaintiff
7 set forth in Section VII.

8 **XI. ACCESS TO INFORMATION**

9 22. Settling Defendants shall provide to Plaintiff, upon request, copies of
10 all records, reports, documents, and other information (including records, reports,
11 documents, and other information in electronic form) (hereinafter referred to as
12 “Records”) within their possession or control or that of their contractors or agents
13 relating to activities at the Site, or activities associated with stormwater discharged
14 to the Site, including, but not limited to, sampling, analysis, chain of custody
15 records, manifests, trucking logs, receipts, reports, sample traffic routing,
16 correspondence, or other documents or information regarding the Site.

17 **23. Privileged and Protected Claims**

18 a. Settling Defendants may assert that all or part of a Record is
19 privileged or protected as provided under federal law, provided they comply with
20 Paragraph 24.b, and except as provided in Paragraph 24.c.

21 b. If Settling Defendants assert a claim of privilege or protection,
22 they shall provide Plaintiff with the following information regarding such Record:
23 its title; its date; the name, title, affiliation (e.g., company or firm), and address of
24 the author, each addressee, and of each recipient; a description of the Record’s
25 contents; and the privilege or protection asserted. If a claim of privilege or
26 protection applies only to a portion of a Record, Settling Defendants shall provide
27 the Record to Plaintiff in redacted form to mask the privileged or protected
28 information only. Settling Defendants shall retain all Records that they claim to be

1 privileged or protected until the United States has had a reasonable opportunity to
2 dispute the privilege or protection claim and any such dispute has been resolved in
3 the Settling Defendants' favor.

4 c. Settling Defendants may make no claim of privilege or
5 protection regarding:

6 (1) any data regarding the Site, including but not limited to,
7 all sampling, analytical, monitoring, hydrogeologic, scientific,
8 chemical, radiological, or engineering data, or the portion of any other
9 Record that evidences conditions at or around the Site; or

10 (2) the portion of any Record that Settling Defendants are
11 required to create or generate pursuant to this Consent Decree.

12 24. **Business Confidential Claims.** Settling Defendants may assert that
13 all or part of a Record submitted to Plaintiff under this Section or Section XII
14 (Retention of Records) is business confidential to the extent permitted by and in
15 accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40
16 C.F.R. 2.203(b). Settling Defendants shall segregate and clearly identify all
17 Records or parts thereof submitted under this Consent Decree for which Settling
18 Defendants assert a business confidentiality claim. Records that Settling
19 Defendants claim to be confidential business information will be accorded the
20 protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality
21 accompanies Records when they are submitted to DON, or if DON has notified
22 Settling Defendants that the Records are not confidential under the standards of
23 Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be
24 given access to such Records without further notice to Settling Defendants.

25 25. Notwithstanding any provision of this Consent Decree, the United
26 States retains all of its information gathering and inspection authorities and rights,
27 including enforcement actions related thereto, under CERCLA, RCRA, and any
28 other applicable statutes or regulations.

XII. RETENTION OF RECORDS

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2 26. Until 10 years after the Effective Date, each Settling Defendant shall
3 preserve and retain all non-identical copies of records now in its possession or
4 control or that come into its possession or control, that relate in any manner to its
5 liability under CERCLA with respect to the Site, including all records that relate to
6 the liability of any other person under CERCLA with respect to the Site. Each of
7 the above record retention requirements shall apply regardless of any corporate
8 retention policy to the contrary.

9 27. At the conclusion of the record retention period, Settling Defendants
10 shall notify Plaintiff at least 90 days prior to the destruction of any such Records,
11 and, upon request by Plaintiff, and except as provided in Paragraph 24 (Privileged
12 and Protected Claims), Settling Defendants shall deliver any such Records to
13 Plaintiff.

14 28. Each Settling Defendant certifies individually that, to the best of its
15 knowledge and belief, after thorough inquiry, it has not altered, mutilated,
16 discarded, destroyed or otherwise disposed of any Records (other than identical
17 copies) relating to its potential liability regarding the Site since notification of
18 potential liability by the United States or the State and that it has fully complied
19 with any and all DON requests for information regarding the Site pursuant to
20 Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and
21 9622(e)(3)(B), Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

XIII. NOTICES AND SUBMISSIONS

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23 29. Whenever, under the terms of this Consent Decree, notice is required
24 to be given or a document is required to be sent by one party to another, it shall be
25 directed to the individuals at the addresses specified below, unless those
26 individuals or their successors give notice of a change to the other Parties in
27 writing. Except as otherwise provided, notice to a Party by email in accordance
28

1 with this Section satisfies any notice requirement of the Consent Decree regarding
2 such Party.

3 **As to DOJ:** eescdcopy.enrd@usdoj.gov
4 Re: DJ# 90-11-3-11826

5 **As to DON:**

6 Anthony Megliola
7 Director - BRAC Program Management Office West
8 Naval Facilities Engineering Systems Command

9 Department of Navy, Office of General Counsel
10 Naval Litigation Office
11 (Attention: Michael D. Tencate)
12 Assistant Director for Affirmative Claims
13 720 Kennon Street SE
14 Bldg 36, Rm. 233
15 Washington Navy Yard, 20374-5013

16 **As to Settling Defendants:**

17 Randa Coniglio
18 Acting President and Chief Executive Officer
19 San Diego Unified Port District
20 3165 Pacific Highway
21 San Diego, CA 92101
22 rconiglio@portofsandiego.org

23 Thomas A. Russell
24 General Counsel
25 San Diego Unified Port District
26 3165 Pacific Highway
27 San Diego, CA 92101
28 trussell@portofsandiego.org

Kimberly J. Becker
President and Chief Executive Officer
San Diego County Regional Airport Authority
3225 Harbor Drive

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San Diego, CA 92101
kbecker@san.org

Amy S. Gonzalez
General Counsel
San Diego County Regional Airport Authority
3225 Harbor Drive
San Diego, CA 92101
agonzalez@san.org

XIV. RETENTION OF JURISDICTION

30. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XV. INTEGRATION/APPENDICES

31. This Consent Decree and any appendices are the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree: “Appendix A” is the map of the Site.

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

32. This Consent Decree shall be lodged with the Court for a period of at least 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 that indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

33. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of

1 any Party and the terms of the agreement may not be used as evidence in any
2 litigation between the Parties.

3 **XVII. SIGNATORIES/SERVICE**

4 34. Each undersigned representative of a Settling Defendant and the
5 Assistant Attorney General, U.S. Department of Justice, Environment and Natural
6 Resources Division, certifies that he or she is authorized to enter into the terms and
7 conditions of this Consent Decree and to execute and bind legally such Party to
8 this document.

9 35. Each Settling Defendant agrees not to oppose entry of this Consent
10 Decree by this Court or to challenge any provision of this Consent Decree, unless
11 the United States has notified Settling Defendants in writing that it no longer
12 supports entry of the Consent Decree.

13 36. Each Settling Defendant shall identify, on the attached signature page,
14 the name and address of an agent who is authorized to accept service of process by
15 mail on behalf of that Party with respect to all matters arising under or relating to
16 this Consent Decree. Settling Defendants hereby agree to accept service in that
17 manner and to waive the formal service requirements set forth in Rule 4 of the
18 Federal Rules of Civil Procedure and any applicable local rules of this Court,
19 including but not limited to, service of a summons.

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XVIII. FINAL JUDGMENT

37. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and the Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS ___ DAY OF _____, 2024.

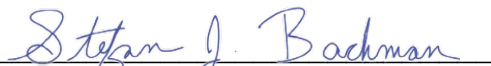
LINDA LOPEZ
United States District Judge

1 Signature Page for Consent Decree between United States and San Diego Unified
2 Port District and the San Diego County Regional Airport Authority Regarding
3 Boat Channel Site

4 **FOR THE UNITED STATES OF**
5 **AMERICA**

6 TODD KIM
7 Assistant Attorney General
8 U.S. Department of Justice
9 Environment and Natural Resources Division

10 Dated 4/19/2024

11 
12 STEFAN J. BACHMAN
13 DEVON LEA FLANAGAN
14 U.S. Department of Justice
15 Environmental Enforcement Section
16 Environment and Natural Resources Division
17 P.O. Box 7611
18 Washington, D.C. 20044-7611
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1 Signature Page for Consent Decree between United States and San Diego Unified
2 Port District and the San Diego County Regional Airport Authority Regarding
3 Boat Channel Site
4

5 **FOR THE DEPARTMENT OF THE**
6 **NAVY**
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10
11 Dated 22 March 2024


12 **KARNIG H. OHANNESSIAN**
13 **Deputy Assistant Secretary of the Navy**
14 **(Environment and Mission Readiness)**
15 **U.S. Department of the Navy**
16 **1000 Navy Pentagon Way**
17 **Washington, D.C. 20350-1000**
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Signature Page for Consent Decree between United States and San Diego Unified Port District and the San Diego County Regional Airport Authority Regarding Boat Channel Site

FOR THE SAN DIEGO UNIFIED PORT DISTRICT

Dated 3/12/24


Randa Coniglio
Acting President and Chief Executive Officer

Approved as to form:

By: 
Thomas A. Russell, General Counsel

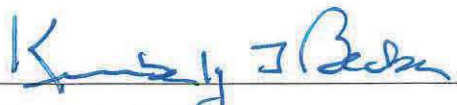
Agent for Service:

Office of the Port District Clerk
San Diego Unified Port District
3165 Pacific Highway
San Diego, CA 92101

1 Signature Page for Consent Decree between United States and San Diego Unified
2 Port District and the San Diego County Regional Airport Authority Regarding
3 Boat Channel Site
4

5 **FOR THE SAN DIEGO COUNTY**
6 **REGIONAL AIRPORT AUTHORITY**
7

8
9 Dated 3/12/2024

10 
11 _____
12 Kimberly J. Becker
13 President and Chief Executive Officer
14

15 Approved as to form:
16

17
18 By: Amy L
19 _____
20 Amy Gonzalez, General Counsel
21

22 Agent for Service:
23 Amy S. Gonzalez
24 General Counsel
25 San Diego County Regional Airport Authority
26 3225 Harbor Drive
27 San Diego, CA 92101
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APPENDIX A: MAP OF THE SITE

