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14 Attorneys for Plaintiff
United States of America

15 UNITED STATES DISTRICT COURT
16
17 NORTHERN DISTRICT OF CALIFORNIA

18 UNITED STATES OF AMERICA,	)	Civil No. C 07-5172 JSW
19 Plaintiff,	)	IN ADMIRALTY
20 v.	)	
21 MARITIME LOGISTICS, INC., ALAN	)	<u>CONSENT DECREE</u>
22 CARPENTER and TRACY RAGSDALE	)	
23 CARPENTER, <i>in personam</i> , and M/V MICHAEL	)	
24 UHL, her engines, apparel, electronics, tackle, boats,	)	
appurtenances, <i>etc.</i> , <i>in rem</i> ,	)	
25 Defendants.	)	

1 JOSEPH A. WALSH II
Keesal, Young & Logan
2 400 Oceangate
P.O. Box 1730
3 Long Beach, CA 90801-1730
Tel: 562-436-2000
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6 MARILYN RAIA
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7 601 California St, Fl 18
San Francisco CA 94108-2823
8 Tel: 415-352-2700
Fax: 415-352-2701
9 marilyn.raia@bullivant.com

10 Attorneys for Defendants MARITIME LOGISTICS, INC. , *in personam*,
and M/V MICHAEL UHL, *in rem*

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13 ALAN NAKAZAWA
Cogswell Nakazawa & Chang
14 444 Ocean Blvd., Suite 1250
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15 Tel: 562-951-8668
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16 alan.nakazawa@cnc-law.com

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18 Engstrom, Lipscomb & Lack
10100 Santa Monica Blvd., 16th Floor
19 Los Angeles, CA 90067
Tel: 310-552-3800
20 Fax: 310-552-9434
bwolfe@elllaw.com

21
22 Attorneys for Defendants ALAN CARPENTER and
TRACY RAGSDALE CARPENTER, *in personam*

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28 CONSENT DECREE – No. C 07-5172 JSW

1 **I. PARTIES**

2 This Consent Decree is made and entered into by and between Plaintiff, the United States of
3 America, on behalf of the United States Coast Guard, National Pollution Funds Center, Oil Spill
4 Liability Trust Fund ("OSLTF"), and the National Oceanic and Atmospheric Administration
5 ("NOAA"); defendant MARITIME LOGISTICS, INC., *in personam*, owner of M/V MICHAEL
6 UHL; defendant M/V MICHAEL UHL, *in rem*; and defendants ALAN CARPENTER and TRACY
7 RAGSDALE CARPENTER, *in personam*, owners of P/C ALBION.

8 **II. INTRODUCTION**

9 A. In or about January of 2005, the towboat M/V MICHAEL UHL undertook and
10 commenced the tow of P/C ALBION from a port in California.

11 B. At all relevant times, defendant MARITIME LOGISTICS, INC., was the owner of
12 defendant M/V MICHAEL UHL, and defendants ALAN CARPENTER and TRACY RAGSDALE
13 CARPENTER were owners of P/C ALBION.

14 C. On or about January 30/31, 2005, P/C ALBION, while under tow by M/V MICHAEL
15 UHL, sank in the waters of the Monterey Bay National Marine Sanctuary ("The Sanctuary"), said
16 waters comprising waters subject to the National Marine Sanctuaries Act ("NMSA") (formerly the
17 Marine Protection, Research, and Sanctuaries Act), 16 U.S.C. §§ 1431-45, and also comprising
18 navigable waters of the United States. The January 30/31, 2005 sinking of P/C ALBION is
19 hereinafter known as the "Incident."

20 D. Plaintiff alleges that the Incident posed a substantial threat of discharge of oil and the
21 actual discharge of oil into and upon the navigable waters of the United States, and caused the
22 destruction of and/or caused the loss of and/or caused injury to the Sanctuary and its resources, and
23 posed a potential substantial threat of the release of a hazardous substance into navigable waters of
24 the United States. Plaintiff alleges that the Incident resulted in, *inter alia*, Response Costs and
25 Damages as defined in the Oil Pollution Act of 1990 ("OPA"), 33 U.S.C. § 2701, *et seq.*, the NMSA,
26 and the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"),
27 42 U.S.C. §§ 9001, *et seq.*

1 E. Pursuant to OPA, 33 U.S.C. § 2701, *et seq.*, OPA Responsible Parties concerning,
2 *inter alia*, vessels from which oil is discharged, or which pose the substantial threat of discharge, into
3 or upon the navigable waters or adjoining shorelines or the exclusive economic zone of the United
4 States, are strictly liable for all Response costs and damages specified in OPA.

5 F. Pursuant to the NMSA, 16 U.S.C. §§ 1431-45, any person who destroys, causes the
6 loss of, or injures any sanctuary resources is liable to the United States for Response Costs and
7 Damages and injunctive relief.

8 G. Pursuant to CERCLA, 42 U.S.C. §§ 9001, *et seq.*, CERCLA Responsible Parties
9 concerning, *inter alia*, vessels from which hazardous substances are discharged, or which pose the
10 substantial threat of discharge of hazardous substances, into the environment and/or navigable waters
11 of the United States, are strictly liable for all Response Costs and Damages specified in CERCLA.

12 H. Concurrent with the lodging of this Consent Decree, the United States is filing a
13 complaint seeking Damages and Response Costs that were and may in the future be caused by the
14 Incident, and seeking injunctive relief.

15 I. NOAA has determined that the removal of the remaining portions of the hull and
16 equipment of the P/C ALBION may not be feasible. Determination of the feasibility of removal and
17 assessment of injuries and associated restoration planning are ongoing.

18 J. Pursuant to this Consent Decree, defendants collectively will pay to the United States
19 the sum of \$1,600,000.00, as more specifically set out below, to address the claims of the United
20 States resulting from the Incident.

21 K. The Parties, without the necessity of trial or adjudication of any issues of fact or law
22 and without any admission of liability by Defendants agree, and the Court finds, that this Consent
23 Decree is fair, reasonable, and in the public interest.

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28 CONSENT DECREE – No. C 07-5172 JSW

1 Now, therefore, before the taking of any testimony, without the adjudication or admission
2 of any issue of fact or law except as provided in Section III, below, and with the consent of the
3 Parties,

4 IT IS HEREBY ADJUDGED, ORDERED AND DECREED as follows:

5 **III. JURISDICTION AND VENUE**

6 1. The United States is authorized to bring suit and the Court has jurisdiction pursuant
7 to 28 U.S.C. § 1345, 33 U.S.C. §§ 1321 and 2717, 42 U.S.C. §§ 9613(b) and 9613(e), and 16 U.S.C.
8 §§ 1437 and 1443.

9 2. Venue is properly in this Court pursuant to 28 U.S.C. §§ 1391 and 1395, 33 U.S.C.
10 § 2717, 42 U.S.C. § 9613(b), and 16 U.S.C. § 1443.

11 **IV. APPLICABILITY**

12 3. The obligations of this Consent Decree apply to and are binding upon Plaintiff and
13 upon Defendants, and each of them, and any of Defendants' successors, assigns, subrogees,
14 subrogors, insurers, or other entities or persons otherwise bound by law.

15 **V. DEFINITIONS**

16 4. Unless otherwise specified, terms used in this Consent Decree shall have the meaning
17 assigned to them in the NMSA, OPA, and CERCLA, as applicable. Whenever the following terms
18 are used in this Consent Decree, the definitions specified hereinafter shall apply:

19 a. "CERCLA" means the Comprehensive Environmental Response, Compensation, and
20 Liability Act, 42 U.S.C. §§ 9001, *et seq.*;

21 b. "Consent Decree" means this Decree herein;

22 c. "CWA" means the Clean Water Act, 33 U.S.C. §§ 1251, *et seq.*;

23 d. "Damages" means any damages recoverable by the United States for injury to,
24 destruction of, loss of, loss of use of, or impairment of natural resources as a result of the Incident,
25 including, but not limited to: (i) the costs of assessing such injury, destruction, or loss or impairment
26 arising from or relating to the Incident; (ii) the costs of restoration, rehabilitation, or replacement of
27 injured or lost natural resources or of acquisition of equivalent resources; (iii) the costs of planning

1 such restoration activities; and (iv) compensation for injury, destruction, loss, loss of use, or
2 impairment of natural resources.

3 e. "Defendants" means MARITIME LOGISTICS, INC., *in personam*, M/V MICHAEL
4 UHL, *in rem*, and ALAN CARPENTER and TRACY RAGSDALE CARPENTER, *in personam*;

5 f. "Entry of the Consent Decree" or "Entry" shall occur on the date when this Decree,
6 after signing by the Judge, is entered in the civil docket under Rule 79(a) of the Federal Rules of
7 Civil Procedure;

8 g. "Incident" or "Release Incident" mean the January 30/31, 2005, sinking of P/C
9 ALBION in the waters of the Monterey Bay National Marine Sanctuary while under tow by M/V
10 MICHAEL UHL, through and including August 15, 2006, said latter date being the date that the
11 United States, by and through its representatives and/or response contractors, succeeded in removing
12 portions of P/C ALBION from the seafloor.

13 h. "NMSA" means the National Marine Sanctuaries Act, 16 U.S.C. §§ 1431, *et seq.*;

14 i. "OPA" means the Oil Pollution Act of 1990, 33 U.S.C. § 2701, *et seq.*;

15 j. "Paragraph" shall mean a portion of this Decree identified by an arabic numeral;

16 k. "Parties" means the UNITED STATES, MARITIME LOGISTICS, INC., *in*
17 *personam*, M/V MICHAEL UHL, *in rem*, and ALAN CARPENTER and TRACY RAGSDALE
18 CARPENTER, *in personam*;

19 l. "Plaintiff" or "United States" shall mean the United States of America, including its
20 departments, agencies and instrumentalities, including, but not limited to, the Coast Guard, NOAA
21 and the OSLTF;

22 m. "Response Costs" shall have the meanings ascribed to them, as applicable, pursuant
23 to Sections 1001(5), 1001(31) and 1002 (b) of OPA, 33 U.S.C. §§ 2701(5), 2701(31) and 2702(b);
24 sections 101(6), 101(23), 101(25), and 107(a) of CERCLA, 42 U.S.C. §§ 9601(6), 9601(23),
25 9601(25), and 9607(a); and sections sections 302(6), 302(7), and 312 of the NMSA, 16 U.S.C. §§
26 1432(6), 1432(7), and 1443;

n. "Section" shall mean a portion of this Decree identified by a roman numeral;

o. "The Defendants' Private Action" means that lawsuit filed by ALAN CARPENTER and TRACY RAGSDALE CARPENTER against MARITIME LOGISTICS, INC., the M/V MICHAEL UHL, *in rem, et al.*, Civil No. 07-cv-0166 DMS (POR), S.D. Cal., and any related counter or cross actions arising between the said Defendants which relate to or arise out of the Incident or towage of the P/C ALBION ("The Defendants' Private Action").

VI. SETTLEMENT PAYMENTS

5. Within thirty (30) days after Entry of the Consent Decree, Defendants collectively shall pay Plaintiff the total settlement sum of \$1,600,000 (One Million, Six Hundred-Thousand Dollars and Zero Cents), said total to be paid in accordance with the separate payments specified in the immediately following sub-paragraphs:

(a) The sum of One Million, Two Hundred and Seven Thousand, and Sixty-Four Dollars and Zero Cents (\$1,207,064.00) shall be transferred via Electronic Funds Transfers (EFTs) through the United States Department of Justice for disbursement to the OSLTF (FPN Number A05015) according to instructions to be obtained by defendants from the Dept. Of Justice, Torts Branch, Civil Division. A copy of the paperwork documenting the EFTs, and any accompanying correspondence shall reference DOJ # 62-392 and shall be sent to:

R. Michael Underhill
Attorney in Charge, West Coast Office
Torts Branch, Civil Division
U.S. Department of Justice
7th Floor Federal Bldg., Room 7-5395
P.O. Box 36028
450 Golden Gate Avenue
San Francisco, California 94102-3463
Fax: 415-436-6632

(b) The sum of Three Hundred and Ninety-Two Thousand, and Nine Hundred-Thirty-Six Dollars and Zero Cents (\$392,936.00) shall be transferred via Electronic Funds Transfers (EFTs) through the United States Department of Justice for disbursement to the NOAA Natural Resource Damage Assessment and Restoration Fund, Account Number 13x4316, Project Code 13140001,

1 according to instructions to be obtained by defendants from the Office of the U.S. Attorney, Northern
2 District of California, Financial Litigation Unit. The addenda record of that payment shall be
3 annotated "P/C ALBION". A copy of the paperwork documenting the EFTs, and any accompanying
4 correspondence shall reference DOJ # 90-5-1-1-09113 and shall be sent to:

5 Chief, Environmental Enforcement Section
6 Attn: Steve O'Rourke
7 United States Department of Justice
8 P.O. Box 7611
9 Washington, D.C. 20044
10 Fax: 202-514-4180

11 Lisa Symons
12 Damage Assessment and Resource Protection Coordinator
13 National Marine Sanctuary Program
14 1305 East-West Hwy., SSMC #4, #11606
15 Silver Spring, MD 20910
16 Fax: 301-713-4306

17 Kurt Zimmerman
18 U.S. Dept. of Commerce
19 National Oceanic and Atmospheric Administration Office of the General Counsel
20 501 W. Ocean Blvd.
21 Suite 4470
22 Long Beach, CA 90802
23 Fax: 562-980-4065

24 6. In the event that the Defendants fail to make any of the payments referred to in
25 paragraph 5 on time, compound interest shall be assessed on such unpaid payment(s) at the annual
26 rate established pursuant to 31 U.S.C. § 3717 for each day that the payment is late.

27 7. Any stipulated penalty owing to the United States shall be paid by EFT in accordance
28 with instructions to be provided by the Financial Litigation Unit of the U.S. Attorney's Office for
the Northern District of California, or by certified or cashier's check in the amount due, payable to
the "U.S. Department of Justice," referencing DOJ No. 90-5-1-1-09113, and delivered to the office
of the United States Attorney, Financial Litigation Unit, Northern District of California, 450 Golden
Gate Avenue, San Francisco, California 94102. Payment of stipulated penalties shall be
accompanied by transmittal correspondence stating that any such payment is for late payment of
amount(s) due under this Decree and shall reference DOJ No. 90-5-1-1-09113 and the case name and
number.

1 8. Defendants shall not deduct any stipulated penalty paid under this Section in
2 calculating their federal income taxes.

3 9. In the event that Defendants fail to make the payment referred to in paragraph 5(b)
4 on time, and in addition to any interest accrued thereon pursuant to Paragraph 6, Defendants shall
5 pay a stipulated penalty of \$1,000 per day of non-payment.

6 **VII. EFFECT OF SETTLEMENT**

7 10. In consideration of the payments that will be made by Defendants pursuant to this
8 Consent Decree, and effective solely upon Defendants' performance of their payment obligations as
9 set forth in Section VI of this Decree, the United States covenants not to sue and agrees not to assert
10 any civil claims or causes of action against the Defendants pertaining to the Incident for Damages,
11 Response Costs, injunctive relief, and/or penalties pursuant to: the NMSA, 16 U.S.C. § 1443(a)(1)
12 and (a)(2), and 16 U.S.C. § 1437(c) and (d); the CWA, 33 U.S.C. §§ 1251, *et seq.*, including sections
13 33 U.S.C. § 1321(b)(6) and (7), as amended by OPA; 33 U.S.C. §§ 1901-12 (Act to Prevent Pollution
14 from Ships); the International Convention for the Prevention of Pollution from Ships of 1973
15 (MARPOL); and/or the Protocol of 1978 Relating to the International Convention for the Prevention
16 of Pollution from Ships (MARPOL Protocol); CERCLA, 42 U.S.C. § 9601, *et seq.*; the Rivers and
17 Harbors Act of 1899, 33 U.S.C. § 406, *et seq.*, and the general maritime law.

18 11. The United States reserves, and this Consent Decree is without prejudice to, all rights
19 against the Defendants with respect to all matters not expressly included within Paragraph 10.
20 Notwithstanding any other provisions of this Consent Decree, the United States reserves all rights
21 against the Settling Defendants with respect to:

22 a. Claims based on a failure by the Settling Defendants to meet a requirement of this
23 Consent Decree;

24 b. Liability for any other costs incurred or to be incurred by the United States that are
25 not within the definition of Damages;

26 c. Liability for Damages arising out of releases or threatened releases of hazardous
27 substances other than during the Release Incident;

1 d. Liability arising from any disposal of hazardous substances by the Settling Defendants
2 after the lodging of this Consent Decree; and

3 e. Criminal liability.

4 12. Special Reservations. Notwithstanding any other provision of this Consent Decree,
5 the United States reserves the right to institute proceedings against the Defendants in this action or
6 in a new action seeking recovery of Response Costs, Damages, or injunctive relief based on: (i)
7 conditions caused by the Incident, unknown to Plaintiff as of the date of lodging of this Consent
8 Decree; or (ii) information received by Plaintiff after the date of lodging of this Consent Decree, and
9 such conditions or information indicate that the Incident has resulted in injury to, destruction of, or
10 loss of Natural Resources of a type or future persistence that was unknown to Plaintiff as of the date
11 of lodging of this Consent Decree, or that these previously unknown conditions or new information
12 indicate that the Response Actions taken to date are not protective of human health or the
13 environment.

14 13. Effective upon Entry of the Consent Decree, Defendants, and each of them, and any
15 of Defendants' successors, assigns, subrogees, and subrogors hereby covenant not to sue and agree
16 not to assert any claims or causes of action of any nature or kind against the United States with
17 respect to any and all claims or causes of action arising out of, relating to, or pertaining to this
18 Decree or to the Incident, including, but not limited to, claims or causes of action arising out of,
19 relating to, or pertaining to the Defendants' Private Action, and any claims against the Hazardous
20 Substance Superfund established under CERCLA or the Oil Liability Trust Fund established under
21 OPA, and any claims for contribution under CERCLA or OPA.

22 14. This Decree does not limit or affect the rights of Plaintiff or Defendants against any
23 third parties, not party to this Decree, nor does it limit the rights of third parties, not party to this
24 Decree, against Defendants, nor does it limit the rights of the Defendants amongst themselves.

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

27 16. ALAN CARPENTER and TRACY RAGSDALE CARPENTER have filed an action

1 against MARITIME LOGISTICS, INC. ("The Defendants' Private Action"), and MARITIME
2 LOGISTICS, INC., has counterclaimed against ALAN CARPENTER and TRACY RAGSDALE
3 CARPENTER in The Defendants' Private Action, said action pertaining to claims by and between
4 the parties in The Defendants' Private Action with respect to, *inter alia*, the towage and sinking of
5 P/C ALBION and the Incident. This Decree shall not be construed as, or utilized as, any express or
6 implied admission of liability, responsibility, collateral estoppel, or *res judicata* by any of the parties
7 in The Defendants' Private Action *vis-a-vis* each other with respect to any and all claims and causes
8 of action that are or potentially could be asserted by and between the said parties in any claim, suit
9 or *fora*, including, but not limited to, in The Defendants' Private Action, said parties in The
10 Defendants' Private Action each expressly denying any and all liability *vis-a-vis* each other.

11 **VIII. COSTS**

12 17. Plaintiff shall be entitled to collect the costs (including reasonable attorneys' fees)
13 incurred in any action necessary to collect any portion of the amounts due under Section VI or any
14 stipulated penalty due but not paid under Section VI, above.

15 18. Subject to Paragraph 17, each Party shall bear its own attorneys fees and costs in this
16 action.

17 **IX. NOTICES**

18 19. Unless otherwise specified herein, whenever notifications, submissions, or
19 communications are required by this Consent Decree, they shall be made in writing and addressed
20 as follows:

21 **To the United States:**

22 R. Michael Underhill
23 Attorney in Charge, West Coast Office
24 Torts Branch, Civil Division
25 U.S. Department of Justice
26 7th Floor Federal Bldg., Room 7-5395
27 P.O. Box 36028
28 450 Golden Gate Avenue
San Francisco, California 94102-3463
Fax: 415-436-6632

Chief, Environmental Enforcement Section

1 Attn: Steve O'Rourke
2 United States Department of Justice
3 P.O. Box 7611
4 Washington, D.C. 20044
5 Fax: 202-514-4180

6 Lisa Symons
7 Damage Assessment and Resource Protection Coordinator
8 National Marine Sanctuary Program
9 1305 East-West Hwy., SSMC #4, #11606
10 Silver Spring, MD 20910
11 Fax: 301-713-4306

12 Kurt Zimmerman
13 U.S. Dept. of Commerce
14 National Oceanic and Atmospheric Administration Office of the General Counsel
15 501 W. Ocean Blvd.
16 Suite 4470
17 Long Beach, CA 90802
18 Fax: 562-980-4065

19 To Defendants:

20 JOSEPH A. WALSH II
21 Keesal, Young & Logan
22 400 Oceangate
23 P.O. Box 1730
24 Long Beach, CA 90801-1730
25 Fax: 436-7416

26 MARILYN RAIA
27 Bullivant Houser Bailey, PC
28 601 California St, Fl 18
San Francisco CA 94108-2823
Fax: 415-352-2701

Attorneys for Defendants MARITIME LOGISTICS, INC. , *in personam*,
and M/V MICHAEL UHL, *in rem*

ALAN NAKAZAWA
Cogswell Nakazawa & Chang
444 Ocean Blvd. Suite 1250
Long Beach, CA 90802-4449
Fax: 562-951-3933

ROBERT J. WOLFE
Engstrom, Lipscomb & Lack
10100 Santa Monica Blvd., 16th Floor
Los Angeles, CA 90067
Fax: 310-552-9434

Attorneys for Defendants ALAN CARPENTER and
TRACY RAGSDALE CARPENTER, *in personam*

1 20. Any Party may, by written notice to the other Parties, change its designated notice
2 recipient or notice address provided above.

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

5 **X. EFFECTIVE DATE**

6 22. The Effective Date of this Decree shall be the date of the Entry of this Decree by the
7 Court.

8 **XI. RETENTION OF JURISDICTION**

9 23. The Court shall retain jurisdiction over this case until termination of this Decree, for
10 the purpose of effectuating or enforcing compliance with the terms of this Decree.

11 **XII. MODIFICATION**

12 24. The terms of this Decree may be modified only by a subsequent written agreement
13 signed by all the Parties. Where the modification constitutes a material change to any term of this
14 Decree, it shall be effective only upon approval by the Court.

15 **XIII. PUBLIC PARTICIPATION**

16 25. This Decree shall be lodged with this Court for a period of not less than thirty (30)
17 days to allow the opportunity for public notice and comment. The Plaintiffs reserve the right to
18 withdraw from or withhold their consent to this Decree if the comments from the public regarding
19 the Decree disclose facts or considerations indicating that the Decree is inappropriate, improper, or
20 inadequate. Defendants consent to Entry of this Decree without further notice.

21 26. If for any reason the Court should decline to approve this Consent Decree in the form
22 presented, this agreement is voidable at the sole discretion of any Party and the terms of the
23 agreement may not be used as evidence in any litigation between the Parties.

24 **XIV. SIGNATORIES/ SERVICE**

25 27. Each undersigned representative of Defendants, together with the Dept. Of Justice,
26 Torts Branch, Civil Division, and the Environment and Natural Resources Divisions of the
27 Department of Justice, certifies that he or she is fully authorized to enter into the terms and

1 conditions of this Decree and to execute and legally bind the Party or Parties he or she represents to
2 this document.

3 28. This Decree may be signed in counterparts, and its validity shall not be challenged
4 on that basis.

5 29. Defendants agree not to oppose the Entry of this Decree by the Court or to challenge
6 any provision of the Decree, unless the consent of Plaintiff has been withdrawn or withheld under
7 the circumstances set forth in Paragraph 25 above, or Plaintiff has notified Defendants in writing that
8 Plaintiff no longer supports or agrees to the Entry of this Decree.

9 30. Should Plaintiff, after Entry of this Decree, commence an action in this Court or any
10 other court of competent jurisdiction to enforce any of the terms of this Decree, then, with respect
11 to such action and only with respect to such action, Defendants agree to accept service of process
12 by mail of such action and to waive the formal service requirements set forth in Rules 4 and 5 of the
13 Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not
14 limited to, service of a summons.

15 **XV. INTEGRATION**

16 31. This Decree constitutes the final, complete, and exclusive agreement and
17 understanding among the Parties with respect to the settlement embodied in the Decree and
18 supersedes all prior agreements and understandings, whether oral or written, concerning the
19 settlement embodied herein. No other document, nor any representation, inducement, agreement,
20 understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall
21 it be used in construing the terms of this Decree.

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XIX. FINAL JUDGMENT

32. Upon approval and Entry of this Decree by the Court, this Decree shall constitute a final judgment of the Court, in accordance with Rules 54 and 58 of the Federal Rules of Civil Procedure, as among the Parties.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____.

UNITED STATES DISTRICT JUDGE

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1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United
2 States of America v. Maritime Logistics, Inc., et al.:

3 FOR THE UNITED STATES OF AMERICA:

4 PETER KEISLER
5 Assistant Attorney General
6 SCOTT N. SCHOOLS
7 Acting United States Attorney
8 Northern District of California

9 Date: 8/18/07

10 R. MICHAEL UNDERHILL (State Bar No. 104986)
11 Attorney in Charge, West Coast Office
12 Torts Branch, Civil Division
13 U.S. Department of Justice
14 7th Floor Federal Bldg., Room 7-5395
15 P.O. Box 36028, 450 Golden Gate Avenue
16 San Francisco, California 94102-3463

17 Attorneys for the United States

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28 CONSENT DECREE

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United
2 States of America v. Maritime Logistics, Inc., et al.

3
4 Date: _____

5 ELLEN M. MAHAN
6 Deputy Section Chief
7 Environmental Enforcement Section
8 Environment and Natural Resources Division
9 U.S. Department of Justice
10 Washington, D.C.

11 Date: 8/17/07

12 STEVE O'ROURKE
13 Environmental Enforcement Section
14 Environment and Natural Resources Division
15 U.S. Department of Justice
16 Washington, D.C.

17 Attorneys for the United States

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28 CONSENT DECREE

FROM : MARITIME LOGISTICS...
09/09/2007 16:34 FAX

PHONE NO. : 8057728867
BULLIVANT HOUSER

Sep. 10 2007 09:31AM P2

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United
2 States of America v. Maritime Logistics, Inc., et al.

3
4 For Defendants MARITIME LOGISTICS, INC., *in*
5 *personam*, and M/V MICHAEL UHL, *in rem*

6
7 By: FRANK LOVING
8 President, Maritime Logistics, Inc.

9
10 Approved as to form:

11
12 KEESAL, YOUNG & LOGAN

13
14 I JOSEPH A. WALSH II

15
16 BULLIVANT HOUSER BAILEY, PC

17
18 By: MARILYN RAIA

19
20 *Norman Runnberg*
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28 CONSENT DECREE

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United
2 States of America v. Maritime Logistics, Inc., et al.

3
4 For Defendant ALAN CARPENTER, in personam

5
6 By: ALAN CARPENTER

7
8 For Defendant TRACY RAGSDALE CARPENTER,
9 in personam

10
11 By: TRACY RAGSDALE CARPENTER

12
13
14 Approved as to form:

15 COGSWELL NAKAZAWA & CHANG

16
17 By: ALAN NAKAZAWA

18
19 ENGSTROM, LIPSCOMB & LACK

20
21 By: ROBERT J. WOLFE

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28 CONSENT DECREE

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United
2 States of America v. Maritime Logistics, Inc., et al.:

3
4 For Defendant ALAN CARPENTER, *in personam*

5
6 By: _____
7 ALAN CARPENTER

8
9 For Defendant TRACY RAGSDALE CARPENTER,
10 *in personam*

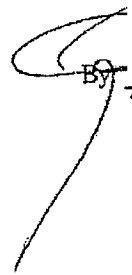
11 By: _____
12 TRACY RAGSDALE CARPENTER

13
14 Approved as to form:

15 COGSWELL NAKAZAWA & CHANG

16
17  By: _____
18 ALAN NAKAZAWA

19 ENGSTROM, LIPSCOMB & LACK

20
21  By: _____
22 ROBERT J. WOLFE

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28 CONSENT DECREE

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