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DEPT OF COMMERCE-NOAA  
**RECEIVED**  
SEP 17 1998 SEP 15 1998  
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OFFICE OF GENERAL COUNSEL OF CALIFORNIA

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16 (continued next page)

17 UNITED STATES DISTRICT COURT  
18 NORTHERN DISTRICT OF CALIFORNIA  
19 SAN FRANCISCO DIVISION

20 'In the Matter ) Civil No. C-97-1380 JSB  
21 of )  
22 The Complaint of the United )  
States of America, as owner ) PARTIAL CONSENT JUDGMENT  
23 of the SS CAPE MOHICAN ) AND DECREE  
(O.N. 536672), for ) [PURSUANT TO FRCP 54(b)]  
24 exoneration from )  
25 or limitation of liability )

26  
27  
28 PARTIAL CONSENT JUDGMENT AND DECREE  
C-97-1380 JSB

*Party. us DOJ to serve all parties*

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9 Telephone: (415) 436-6644

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Counterclaimant United States of America  
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1 This Partial Consent Judgment and Decree and Settlement  
2 Agreement ("Decree") is entered into pursuant to Rule 54(b) of the  
3 Federal Rules of Civil Procedure by Petitioner and Counterclaimant  
4 United States of America ("United States"); Claimant and  
5 Crossclaimant People of the State of California ex rel. California  
6 Department of Fish and Game, California Regional Water Quality  
7 Control Board - San Francisco Bay Region, and Department of Parks  
8 and Recreation ("State"); the District Attorney for the City and  
9 County of San Francisco ("District Attorney"); Claimant/Cross-  
10 Defendant/Counterclaim-Defendant San Francisco Drydock, Inc. ("San  
11 Francisco Drydock") and its interested underwriters Marine Office  
12 of America Corp. as attorney in fact for Continental Insurance  
13 Company, and Pacific Mutual Marine Office and New York Marine &  
14 General Insurance Company ("Interested Underwriters"); and OMI Ship  
15 Management, Inc., as agent of the United States within the meaning  
16 and terms of 46 U.S.C. § 745, which is made a party for the purpose  
17 of obtaining the benefit of all satisfactions of claims and  
18 releases contained herein, and for the purposes of Sections 13 and  
19 14 (collectively, "the Parties").

20 **INTRODUCTION**

21 A. On October 28, 1996, fuel oil in a stabilization tank on  
22 the SS CAPE MOHICAN flowed from the vessel into a drydock operated  
23 by San Francisco Drydock and overflowed from the drydock into San  
24 Francisco Bay (the "Oil Spill"). It is alleged that the oil  
25 dispersed to various parts of the Bay, the Bay shoreline, the  
26 Pacific Ocean, and the coastline outside of San Francisco Bay.

1 B. On April 17, 1997, the United States, as owner of the SS  
2 CAPE MOHICAN, commenced this action, No. C-97-1380 JSB, by filing  
3 a petition for exoneration from or limitation of liability. San  
4 Francisco Drydock, denying any liability, filed a claim in this  
5 action against the United States for response costs, loss of use,  
6 and contribution.

7 C. Denying any liability, the United States, on behalf of  
8 the Department of Commerce, the Department of the Interior, the  
9 Department of Transportation, the Department of the Navy, and the  
10 Oil Spill Liability Trust Fund ("Fund"), filed a counterclaim in  
11 this action against San Francisco Drydock asserting claims under  
12 the Park System Resources Protection Act, 16 U.S.C. §§ 19jj -  
13 19jj-4, the National Marine Sanctuaries Act, 16 U.S.C. §§ 1431-  
14 1445b, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2701-2761, and  
15 maritime law, insofar as they may apply, for response costs and  
16 damages for injuries to park system resources and natural resources  
17 under the trusteeship of the United States, and for contribution.

18 D. The State filed a claim against the United States and a  
19 crossclaim against San Francisco Drydock asserting claims under the  
20 Oil Pollution Act of 1990, 33 U.S.C. §§ 2701-2761; California  
21 Government Code Sections 8670.56.5 and 8670.66; California Water  
22 Code Sections 13350 and 13385; California Fish and Game Code  
23 Sections 5650, 5655, 12014, 12015, and 12016; and California  
24 Harbors and Navigation Code Sections 151; for response costs, costs  
25 incurred in assessing the damage to natural resources under the  
26 trusteeship of the State, damages for injuries to the natural  
27

1 resources under the trusteeship of the State, and civil penalties.

2 E. The San Francisco District Attorney's Office filed an  
3 action in the Superior Court in and for the City and County of San  
4 Francisco against San Francisco Drydock under California Business  
5 and Professions Code Section 17200, alleging San Francisco  
6 Drydock's actions resulting in the Oil Spill constituted unfair  
7 business practices within the meaning of that section.

8 F. The United States Department of Transportation, Maritime  
9 Administration, pursuant to separate agreements with the United  
10 States Department of Interior and the National Oceanic and  
11 Atmospheric Administration, will reimburse the latter two  
12 organizations in the amount of \$175,000 for the services they  
13 provided in determining and quantifying the effects of the Oil  
14 Spill.

15 G. The Federal and State Natural Resource Trustees are joint  
16 trustees over the natural resources affected by the Oil Spill.

17 H. The State and Federal Natural Resource Trustees have  
18 evaluated and propose to carry out certain kinds of projects to  
19 Restore Natural Resources and/or their services alleged to have  
20 been injured by the Oil Spill. To implement the necessary  
21 Restoration Projects, the Natural Resource Trustees have entered,  
22 or will enter into, a Memorandum of Understanding ("MOU").

23 I. The State, the San Francisco District Attorney, and the  
24 United States agree that settlement of this matter is in the public  
25 interest. The Parties agree that entry of this Decree without  
26 further litigation is the most appropriate means of resolving this  
27

1 matter.

2 J. The Parties have consented to the entry of this Decree  
3 without trial in order to settle certain claims, counterclaims, and  
4 crossclaims asserted by the Parties.

5 K. The United States and San Francisco Drydock and its  
6 Interested Underwriters further agree by entry of this Decree that  
7 all third party claims will be resolved or tried as to issues of  
8 provability and amount only, the liability of each to be as  
9 provided herein.

10 NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED as  
11 follows:

12  
13 **JURISDICTION**

14 1. This Court has jurisdiction over the subject matter of  
15 this action pursuant to 46 U.S.C. §§ 183-190; Supplemental  
16 Admiralty Rule F of the Federal Rules of Civil Procedure; 28 U.S.C.  
17 §§ 1331, 1333, 1345, and 1367; 16 U.S.C. § 19jj-2; 16 U.S.C.  
18 §§ 1437(i) and 1443 (c); and 33 U.S.C. § 2717 and 1321(n). Venue  
19 is proper in this Court pursuant to Supplemental Admiralty Rule F  
20 of the Federal Rules of Civil Procedure. The Court has personal  
21 jurisdiction over the Parties to this Decree.

22 **PARTIES BOUND**

23 2. This Decree shall apply to and be binding upon the United  
24 States, the State, the District Attorney, and San Francisco Drydock  
25 and its Interested Underwriters, and as applicable inure to the  
26 benefit of their present and former officers, directors, employees,

1 agents, the CAPE MOHICAN, her crew and ship manager, OMI Ship  
2 Management, Inc., its present and former officers, directors,  
3 employees, agents, and its successors in interest, said OMI Ship  
4 Management, Inc., being an agent of the United States within the  
5 meaning and terms of 46 U.S.C. § 745.

6 DEFINITIONS

7 3. Whenever the following terms are used in this Decree,  
8 they shall have the following meanings:

9 (a) "Natural Resource" and "Natural Resources" mean  
10 land, fish, wildlife, biota, air, water, ground water, drinking  
11 water supplies, and other such resources belonging to, managed by,  
12 held in trust by, appertaining to, or otherwise controlled by the  
13 United States (including "park system resources" as defined at 16  
14 U.S.C. § 19jj(d) and the resources of the fishery conservation zone  
15 established by the Magnuson Fishery Conservation and Management Act  
16 of 1976, 16 U.S.C. §§ 1801 et seq. and resources of the Gulf of the  
17 Farallons National Marine Sanctuary) and/or the State of California  
18 and/or the services provided by such resources to other resources  
19 and/or humans.

20 (b) "Natural Resource Trustees" or "Trustees" means  
21 those federal and state agencies and/or officials designated or  
22 authorized pursuant to the Federal Oil Pollution Act of 1990, the  
23 Park System Resources Protection Act, the National Marine  
24 Sanctuaries Act, and/or state law to act as Trustees for the  
25 Natural Resources managed by, controlled by, or appertaining to the  
26 United States or the State of California. Specifically, as used in  
27

1 this Decree the Trustees are the California Department of Fish and  
2 Game, the California Department of Parks and Recreation, the  
3 Secretary of the United States Department of the Interior; and the  
4 United States Department of Commerce, National Oceanic and  
5 Atmospheric Administration.

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

10 SETTLEMENT PAYMENT BY SAN FRANCISCO DRYDOCK

11 4. After entry of this Decree as a final order of the Court,  
12 the United States shall make all reasonable efforts to immediately  
13 obtain the payment amounts specified in Paragraphs 7, 8, and 9,  
14 below, from the Judgment Appropriation Fund. As soon as the United  
15 States' funding is available for disbursement, San Francisco  
16 Drydock or its Interested Underwriters shall immediately pay a  
17 total of \$7,756,646.43 — with Marine Office of America Corp. as  
18 attorney in fact for Continental Insurance Company, and Pacific  
19 Mutual Marine Office and New York Marine & General Insurance  
20 Company paying items 4(a) through 4(o), below, totalling  
21 \$7,506,646.43; and San Francisco Drydock paying items 4(p) through  
22 4(s), below, totalling \$250,000 — as follows:

23 (a) \$3,445,000 by certified or cashier's check to the  
24 Department of the Interior, on behalf of the State and Federal  
25 Trustees for Natural Resources Restoration projects selected by  
26 them. The check shall be made payable to Secretary of the Interior  
27



1 and personally delivered to an authorized agent for the Federal  
2 government or sent by certified mail to:

3 Chief, Division of Finance  
4 United States Fish and Wildlife Service  
4401 North Fairfax Drive, Room 380  
5 Arlington, VA 22203. ---

6 The check shall reflect that it is a payment to the "Natural  
7 Resources Damage Assessment and Restoration Fund, Account No.  
8 14X5198/19jj - CAPE MOHICAN Oil Spill." The Department of the  
9 Interior will assign these funds a special project number to allow  
10 the funds to be maintained as a segregated account within the  
11 Department of the Interior Natural Resource Damage Assessment and  
12 Restoration Fund, Account No. 14X5198/19jj (the "CAPE MOHICAN NRD  
13 Account").

14 (i) The Department of the Interior shall, in  
15 accordance with law, manage and invest funds in the  
16 CAPE MOHICAN NRD Account and any return on  
17 investments or interest accrued on the Account for  
18 use by the Natural Resources Trustees in connection  
19 with Restoration of Natural Resources impacted by  
20 the Oil Spill. The Department of the Interior  
21 shall not make any charge against the CAPE MOHICAN  
22 NRD Account for any investment or management  
23 services provided.

24 (ii) The Department of the Interior shall hold all  
25 funds in the CAPE MOHICAN NRD Account, including  
26 return on investments or accrued interest, subject  
27 to the provisions of this Decree and the MOU

1 entered into between the Natural Resource Trustees.

2 (iii) The Natural Resources Trustees commit to the  
3 expenditure of the funds set forth in this subpart  
4 "(a)" for the design, implementation, permitting (as  
5 necessary), monitoring, and oversight of  
6 Restoration projects. The Natural Resource  
7 Trustees presently plan to use said funds to  
8 Restore and enhance wetland, rocky intertidal, and  
9 sandy beach and/or dune habitat; Restore and  
10 enhance habitat to benefit birds affected by the  
11 Oil Spill; Restore and enhance habitat or take  
12 other measures to benefit marine aquatic species  
13 that were affected by the Oil Spill; and Restore  
14 and enhance public areas and public services that  
15 were affected by the Oil Spill.

16 (iv) The details for specific projects will be  
17 contained in a Restoration plan proposal or  
18 proposals to be developed by the Natural Resource  
19 Trustees. The final Restoration plan will be  
20 prepared and implemented after providing public  
21 notice, opportunity for public input, and  
22 consideration of the public comment. The Trustees  
23 retain the ultimate authority and responsibility to  
24 use the funds in the CAPE MOHICAN Natural Resources  
25 Damages Account to Restore Natural Resources in  
26 accordance with applicable law, this Decree, and  
27

1 the MOU between the Trustees.

2 (b) \$180,000 by trust check, certified check, cashier's  
3 check, or money order payable to the California Department of Parks  
4 and Recreation, on behalf of the State and Federal Trustees for  
5 Restoration projects selected by them that Restore and enhance  
6 public areas or public services that were affected by the Oil  
7 Spill. The check or money order shall be personally delivered to  
8 an authorized agent for the State or sent by certified mail to:

9 The California Department of Parks and Recreation  
10 Attn: Laura Reimche, Staff Counsel  
11 1416 9th Street, Room 1404-6  
12 Sacramento, CA 95814

13 The check or money order shall reflect that it is a payment to the  
14 State Parks Contingent Fund. The Department of Parks and Recreation  
15 shall place these funds in a segregated project account.

16 (i) The Department of Parks and Recreation shall  
17 manage and hold such funds until disbursements are  
18 approved by the Natural Resources Trustee Council  
19 created by the MOU between the Trustees. The  
20 Department of Parks shall not make any charge  
21 against the segregated project account for any  
22 investment or account management services provided.

23 (ii) The details for specific projects will be  
24 contained in a Restoration plan proposal or  
25 proposals to be developed by the Natural Resource  
26 Trustees. The final Restoration plan will be  
27 prepared and implemented after providing public  
28 notice, opportunity for public input, and

1 consideration of the public comment. The Trustees  
2 retain the ultimate authority and responsibility to  
3 use the funds in the segregated project account to  
4 Restore Natural Resources in accordance with  
5 applicable law, this Decree, and the MOU between  
6 the Trustees.

7 (c) \$50,000 by trust check, certified check, cashier's  
8 check, or money order payable to the Department of Fish and Game,  
9 Office of Spill Prevention and Response for costs associated with  
10 wildlife rehabilitation. The check or money order shall be  
11 personally delivered to an authorized agent for the State or sent  
12 by certified mail to:

13 The Department of Fish and Game  
14 Office of Spill Prevention and Response  
15 ATTN: E.V. Toffoli and K. Verrue-Slater, Staff Counsels  
16 1700 K Street, Suite 250  
17 Sacramento, CA 95814.

18 The check or money order shall reflect that it is a payment to the  
19 Oil Spill Response Trust Fund created pursuant to Government Code  
20 Section 8670.46.

21 (d) \$400,000 to the San Francisco Bay Natural Resource  
22 Protection Trust created by this Decree (see Exhibit A which is  
23 incorporated herein by reference). The trust check, certified  
24 check, cashier's check, or money order shall be made payable to the  
25 National Fish and Wildlife Foundation and personally delivered to  
26 an authorized agent for the State or sent by certified mail to:

27 The National Fish and Wildlife Foundation  
28 c/o Eric Hammerling  
116 Montgomery St., Suite 203  
San Francisco, CA 94105.

1 The check or money order shall reflect that it is to be deposited  
2 into the San Francisco Bay Natural Resource Protection Trust fund  
3 account established by the National Fish and Wildlife Foundation on  
4 behalf of the San Francisco Bay Natural Resource Protection Trust.  
5 The District Attorney and the California Department of Fish and  
6 Game Office of Spill prevention and Response shall administer the  
7 San Francisco Bay Natural Resource Protection Trust in accordance  
8 with the terms of the Trust Indenture (Exhibit A).

9 (e) \$188,832.47 by certified check or cashier's check to  
10 the Department of the Interior for response costs and injuries to  
11 historic park service resources. The check shall be made payable  
12 to Secretary of the Interior and be personally delivered to an  
13 authorized agent for the Federal government or sent by certified  
14 mail to:

15 Chief, Division of Finance  
16 United States Fish and Wildlife  
17 4401 North Fairfax Drive, Room 380  
18 Arlington, VA 22203.

19 The check shall reflect that it is a payment to the "Natural  
20 Resources Damage Assessment and Restoration Fund, Account No.  
21 14X5198/19jj - CAPE MOHICAN Oil Spill Response Costs and Historic  
22 Park Resources."

23 (f) \$120,630.06 for response costs by certified check  
24 payable to "NOAA/Department of Commerce," and bearing a notation  
25 "CAPE MOHICAN Response Costs," personally delivered to an  
26 authorized agent for the Federal government or sent by certified  
27 mail to:

28 Patricia Kreager

1 Hazardous Materials Response and Assessment Division  
2 BIN C15700  
3 7600 Sand Point Way, NE  
4 Seattle, WA 98115.

5 (g) \$1,638,093.04 by trust check, certified check,  
6 cashier's check, or money order payable to the Department of Fish  
7 and Game, Office of Spill Prevention and Response for response  
8 costs. The check or money order shall be personally delivered to  
9 an authorized agent for the State or sent by certified mail to:

10 The Department of Fish and Game  
11 Office of Spill Prevention and Response  
12 ATTN: E.V. Toffoli and K. Verrue-Slater, Staff Counsels  
13 1700 K Street, Suite 250  
14 Sacramento, CA 95814.

15 The check or money order shall reflect that it is a cost  
16 reimbursement payment to the Oil Spill Response Trust Fund created  
17 pursuant to Government Code Section 8670.46.

18 (h) \$2,130.79 by trust check, certified check, cashier's  
19 check, or money order payable to the California Office of Emergency  
20 Services. The check or money order shall be personally delivered  
21 to an authorized agent for the State or sent by certified mail to:

22 Office of Emergency Services  
23 Accounting Section  
24 2800 Meadowview Road  
25 Sacramento, CA 95832.

26 The check or money order shall reflect that it is a cost  
27 reimbursement payment regarding the Cape Mohican oil spill.

28 (i) \$2,855.86 by trust check, certified check, cashier's  
check, or money order payable to the California Department of Parks  
and Recreation for response costs. The check or money order shall  
be personally delivered to an authorized agent for the State or

1 sent by certified mail to:

2           The California Department of Parks and Recreation  
3           Attn: Laura Reimche, Staff Counsel  
4           1416 9th Street, Room 1404-6  
5           Sacramento, CA 95814.

6 The check or money order shall reflect that it is a cost  
7 reimbursement payment to the State Parks Contingent Fund.

8           (j) \$6,580.00 by trust check, certified check, cashier's  
9 check, or money order payable to the California Regional Water  
10 Quality Control Board - San Francisco Bay Region. The check or  
11 money order shall be personally delivered to an authorized agent  
12 for the State or sent by certified mail to:

13           Regional Water Quality Control Board, San Francisco Bay  
14           Region  
15           2101 Webster St., Suite 500  
16           Oakland, CA 94612.

17 The check or money order shall reflect that it is a cost  
18 reimbursement payment regarding the Cape Mohican oil spill.

19           (k) \$53,900.00 by trust check, certified check,  
20 cashier's check, or money order payable to the Regents of the  
21 University of California(a direct payment of State assessment  
22 costs). The check or money order shall be personally delivered to  
23 an authorized agent for the State or sent by certified mail to:

24           Regents of the University of California  
25           Cashier's Office  
26           173 Mrak Hall  
27           Davis, CA 95616.

28 The check or money order shall reflect that it is a payment  
regarding Cape Mohican Spill invoice # 18602-1.

(l) \$4,424.86 by trust check, certified check, cashier's  
check, or money order payable to the Point Reyes Bird Observatory

1 (a direct payment of State assessment costs). The check or money  
2 order shall be personally delivered to an authorized agent for the  
3 State or sent by certified mail to:

4 Point Reyes Bird Observatory  
5 Attn: Connie Blackstone  
6 490 Shoreline Highway  
7 Stinson Beach, CA 94970.

8 The check or money order shall reflect that it is a payment  
9 regarding the Cape Mohican oil spill.

10 (m) \$1,194,719.90 by certified check, cashier's check,  
11 or money order payable to the U.S. Coast Guard. The check or money  
12 order shall be personally delivered to an authorized agent for the  
13 Federal government or sent by certified mail to:

14 U.S. Coast Guard - Oil Pollution  
15 Re: FPN 117002  
16 P.O. Box 640545  
17 Pittsburgh, PA 15264-0545.

18 (n) \$44,479.45 by certified check, cashier's check, or  
19 money order payable to the DFAS Operating Location, Charleston.  
20 The check or money order should be personally delivered to an  
21 authorized agent for the Federal government or sent by certified  
22 mail to:

23 DFAS Operating Location, Charleston  
24 Disbursing (Code FD)  
25 P.O. Box 118055  
26 Charleston, SC 29423-8055.

27 The check or money order must refer to SUPSALV Billing Numbers  
28 N6834297BL01022 & N6834297BL07023.

(o) \$175,000 by trust check, certified check, cashier's  
check, or money order payable to the Department of Fish and Game,  
Office of Spill Prevention and Response for damage assessment



1 costs. The check or money order shall be personally delivered to  
2 an authorized agent for the State or sent by certified mail to:

3           The Department of Fish and Game  
4           Office of Spill Prevention and Response  
5           ATTN: E.V. Toffoli and K. Verrue-Slater, Staff Counsels  
6           1700 K Street, Suite 250  
7           Sacramento, CA 95814.

8 The check or money order shall reflect that it is a cost  
9 reimbursement payment to the Oil Spill Response Trust Fund created  
10 pursuant to Government Code Section 8670.46.

11           (p) \$125,000 by trust check, certified check, cashier's  
12 check, or money order payable to the Department of Fish and Game,  
13 Office of Spill Prevention and Response. The check or money order  
14 shall be personally delivered to an authorized agent for the State  
15 or sent by certified mail to:

16           The Department of Fish and Game  
17           Office of Spill Prevention and Response  
18           ATTN: E.V. Toffoli and K. Verrue-Slater, Staff Counsels  
19           1700 K Street, Suite 250  
20           Sacramento, CA 95814.

21 The check or money order shall reflect that it is a payment to the  
22 Environmental Enhancement Fund created pursuant to Government Code  
23 Section 8670.70.

24           (q) \$50,000 by trust check, certified check, cashier's  
25 check, or money order payable to the Department of Fish and Game,  
26 Office of Oil Spill Prevention and Response. The check or money  
27 order shall be personally delivered to an authorized agent for the  
28 State or sent by certified mail to:

          The Department of Fish and Game  
          Office of Spill Prevention and Response  
          ATTN: E.V. Toffoli and K. Verrue-Slater, Staff Counsel  
          1700 K Street, Suite 250

1 Sacramento, CA 95814.

2 The check or money order shall reflect that it is a payment to the  
3 Oil Spill Prevention and Administration Fund created pursuant to  
4 Government Code Section 8670.38.

5 (r) \$25,000 by trust check, certified check, cashier's  
6 check, or money order payable to District Attorney of the City and  
7 County of San Francisco and to the City and County of San  
8 Francisco. The check or money order shall be personally delivered  
9 to an authorized agent for the District Attorney or sent by  
10 certified mail to:

11 Greg Barge  
12 Assistant District Attorney  
13 732 Brannan Street  
San Francisco, CA 94103.

14 This amount does not represent a fine or penalty and is in full  
15 settlement of the matters alleged in the complaint on file as civil  
16 action number 995-413 in the Superior Court in and for the City and  
17 County of San Francisco.

18 (s) \$50,000 by trust check, certified check, cashier's  
19 check, or money order payable to the State Water Resources Control  
20 Board Cleanup and Abatement Account for civil liability penalty.  
21 The check or money order shall be personally delivered to an  
22 authorized agent for the State or sent by certified mail to:

23 State Water Pollution Cleanup and Abatement Account  
24 Water Resources Control Board  
25 901 P. Street, P.O. Box 100  
26 Sacramento, CA 95812,

27 copy to:

28 Regional Water Quality Control Board, S.F. Bay Region  
2101 Webster St., Suite 500

1           Oakland, CA 94612.

2     The check or money order shall reflect that it is for payment of a  
3     civil liability penalty regarding the Cape Mohican oil spill.

4           5.     The receipt of the payments (which must include the  
5     clearance of any and all payments made by check) as specified in  
6     Paragraph 4 of this Decree, is in full satisfaction of all claims  
7     of the State, United States, and District Attorney for response  
8     costs, natural resource damages, and civil penalties arising out of  
9     the Oil Spill under the Oil Pollution Act of 1990, 33 U.S.C. §§  
10    2701-2761; California Government Code Sections 8670.56.5 and  
11    8670.66; California Water Code Sections 13350 and 13385; California  
12    Fish and Game Code Sections 5650, 5655, 12014, 12015, and 12016;  
13    California Harbors and Navigation Code Sections 151; California  
14    Business and Professions Code Section 17200, the Park System  
15    Resources Protection Act, 16 U.S.C. §§ 19jj - 19jj-4, the National  
16    Marine Sanctuaries Act, 16 U.S.C. §§ 1431-1445b, the Clean Water  
17    Act, 33 U.S.C. § 1321, the Refuse Act (Section 13 of the Rivers and  
18    Harbors Act) 33 U.S.C. § 407, and maritime law, insofar as they may  
19    apply. Such claims are, upon payment as required above (including  
20    the clearance of any and all checks), dismissed with prejudice and  
21    without costs, except that within 15 days after entry of this  
22    Decree as a final order of this Court, the District Attorney for  
23    the City and County of San Francisco shall file in San Francisco  
24    Superior Court a separate stipulated final judgment resolving in  
25    full the action filed by the District Attorney in that Court.

26           6.     Effective upon entry of this Decree, San Francisco  
27

1 Drydock releases the State from, and covenants not to sue or take  
2 any civil action against the State for any and all civil claims  
3 that arise from, or are based on, the Oil Spill.

4 SETTLEMENT PAYMENT BY THE UNITED STATES

5 7. The United States shall pay \$3,665,823.21 to Marine  
6 Office of America Corp. as attorney in fact for Continental  
7 Insurance Company, without interest and without costs, in  
8 satisfaction of any and all claims by San Francisco Drydock or its  
9 Interested Underwriters as contribution for one half of said  
10 payments referred to in Subparagraphs "4(a)" through "4(n),"  
11 inclusive. If San Francisco Drydock or its Interested Underwriters  
12 make the payments required by Paragraph 4 of this Decree by  
13 personal delivery to authorized agents of the United States, the  
14 State, and the District Attorney, then the United States shall  
15 immediately instruct that the payment of the \$3,665,823.21 be made  
16 by wire transfer and the United States, the State, and the District  
17 Attorney will hold the payments received pursuant to Paragraph 4  
18 pending confirmation that the United States' payment of  
19 \$3,665,823.21 has been received.

20 8. The United States shall pay \$4,127,220.41 to Marine  
21 Office of America Corp. as attorney in fact for Continental  
22 Insurance Company, and \$25,000 to San Francisco Drydock, without  
23 interest and without costs, in satisfaction of any and all claims  
24 by San Francisco Drydock or its Interested Underwriters for one  
25 half of the response costs incurred by San Francisco Drydock in  
26 relation to the Oil Spill. If San Francisco Drydock or its  
27

1 Interested Underwriters make the payments required by Paragraph 4  
2 of this Decree by personal delivery to authorized agents of the  
3 United States, the State, and the District Attorney, then the  
4 United States shall immediately instruct that the payment of the  
5 \$4,127,220.41 be made by wire transfer and the United States, the  
6 state, and the District Attorney will hold the payments received  
7 pursuant to Paragraph 4 pending confirmation that the United  
8 States' payment of \$4,127,220.41 has been received.

9 9. The United States shall pay \$327,574.44 to Marine Office  
10 of America Corp. as attorney in fact for Continental Insurance  
11 Company, without interest and without costs, in satisfaction of any  
12 and all claims by San Francisco Drydock or its Interested  
13 Underwriters for one half of the previously paid claims of third  
14 parties and administrative costs incurred by San Francisco Drydock  
15 in relation to the Oil Spill. If San Francisco Drydock or its  
16 Interested Underwriters make the payments required by Paragraph 4  
17 of this Decree by personal delivery to authorized agents of the  
18 United States, the State, and the District Attorney, then the  
19 United States shall immediately instruct that the payment of the  
20 \$327,574.44 be made by wire transfer and the United States, the  
21 State, and the District Attorney will hold the payments received  
22 pursuant to Paragraph 4 pending confirmation that the United  
23 States' payment of \$327,574.44 has been received.

24 10. As to all other valid third party claims filed herein and  
25 not included in the payment provided for in Paragraph 9, and  
26 pursuant to Paragraph K herein, the United States and San Francisco  
27

1 Drydock shall be liable for one half of the provable damages for  
2 each such provable claim and a judgment entered thereon.

3 11. As to all other third party claims not filed herein and  
4 not included in the payment provided for in Paragraph 9, the United  
5 States and San Francisco Drydock reserve all of their rights and  
6 defenses as against each other and as against said third parties  
7 but shall cooperate to defend against such claims and, where  
8 appropriate, resolve such claims as against each other whenever  
9 possible through negotiations and Alternative Dispute Resolution.

10 12. All other claims of San Francisco Drydock (or its  
11 Interested Underwriters) and the United States as against each  
12 other for contribution, response costs, and loss of use will be  
13 resolved with each party being liable for 50% of provable damages,  
14 said damages to be determined by agreement or trial, as necessary.

15 **RESERVATION OF RIGHTS**

16 13. Except as expressly stated in this Decree, each Party  
17 reserves against any person not a Party to this Decree all rights,  
18 claims, or defenses available to it arising from or relating to the  
19 Oil Spill.

20 14. Nothing in this Decree creates, nor shall it be construed  
21 as creating, any claim in favor of any person not a Party to this  
22 Decree. Nothing in this Decree shall be construed as limiting,  
23 barring, or otherwise prejudicing claims for contribution and  
24 indemnification arising from this settlement against any person or  
25 entity not a Party to this Decree; provided, however, that such  
26 claims for contribution or indemnity shall be dismissed if the  
27

1 person or entity against whom the claim is made seeks contribution  
2 from another Party to this Decree.

3 15. The satisfaction and dismissal set forth in Paragraph 5  
4 above shall not apply to claims for criminal liability brought by  
5 the United States or to claims based on a failure of San Francisco  
6 Drydock to satisfy the requirements of this Decree.

7 NOTICES

8 16. If written notice is required to be given by one Party to  
9 another for any reason, it shall be directed to the individuals and  
10 addresses specified below, unless the individuals specified or  
11 their successors give notice, in writing, to the other Parties that  
12 notices should be directed to a different individual or address.  
13 All notices shall reference the civil action settled through this  
14 Decree, its civil action numbers, and the United States Department  
15 of Justice file numbers, ENRD 90-5-1-1-4407 and Civil 62-338.

16 Notice to the United States:

17 Chief, Environmental Enforcement Section  
18 Environment and Natural Resources Division  
19 U.S. Department of Justice  
20 P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044

21 Robert R. Klotz  
22 Senior Attorney  
23 Environmental Enforcement Section  
U.S. Department of Justice  
301 Howard Street, Suite 870  
San Francisco, CA 94105

24 Philip A. Berns  
25 Attorney in Charge, West Coast Office  
26 Torts Branch, Civil Division  
Warren A. Schneider  
27 Assistant Attorney in Charge  
Jeanne M. Franken

1 Trial Attorney  
2 Torts Branch, Civil Division  
3 U.S. Department of Justice  
4 10-4640 Federal Bldg., P.O. Box 36028  
5 450 Golden Gate Avenue  
6 San Francisco, CA 94102-3463

7 Notice to the State:

8 Administrator, California Office of  
9 Spill Prevention and Response  
10 1700 K Street, Suite 250  
11 Sacramento, California 95814

12 Executive Officer  
13 California Regional Water Control Board,  
14 San Francisco Bay Region  
15 2101 Webster Street, 5th Floor  
16 Oakland, California 94612

17 Ken Alex  
18 Supervising Deputy Attorney General  
19 California Attorney General's Office  
20 2101 Webster Street, 12th Floor  
21 Oakland, California 94612-3049

22 Notice to the San Francisco District Attorney:

23 Greg Barge  
24 San Francisco District Attorneys Office  
25 732 Brannan Street  
26 San Francisco, CA 94103

27 Notice to San Francisco Drydock

28 D. Carl Hanson  
29 President  
30 San Francisco Drydock, Inc.  
31 Box 7644  
32 San Francisco, CA 94120

33 Notice to San Francisco Drydock's Interested Underwriters:

34 Michael Chalos  
35 Chalos and Brown  
36 300 East 42nd Street, 3rd Floor  
37 New York, New York 10017

38 Notice to OMI Ship Management, Inc.

39 William Hogg  
40 President  
41 OMI Ship Management, Inc.  
42 7 Penn Plaza  
43 30 7th Avenue, Suite 1128  
44 New York, N.Y. 10001





1 void.

2 CONTINUING JURISDICTION

3 20. The Court retains jurisdiction to enforce the terms of  
4 this Consent Decree and Settlement Agreement and to enforce the  
5 Memorandum of Understanding.

6 ENTIRE AGREEMENT

7 21. This Consent Decree contains the entire agreement of the  
8 parties hereto with respect to the subject matter hereof and  
9 supersedes all prior agreements, understandings, whether oral or  
10 written.

11 COUNTERPARTS

12 22. The Parties agree that this Decree may be executed in  
13 counterparts.

14 FEDERAL RULE OF CIVIL PROCEDURE 54(b)

15 23. After final approval of this Decree by the United States  
16 and the State pursuant to Paragraph 19, there is no just reason for  
17 delay and, pursuant to Rule 54(b) of the Federal Rules of Civil  
18 Procedure, entry of this Decree is directed.

19  
20 Dated this 15 day of September, 1998.

21  
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23  
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25  
26   
27 UNITED STATES DISTRICT JUDGE

1 WE HEREBY CONSENT to the entry of this Decree (subject to the  
2 public comment provisions of 28 C.F.R. § 50.7 and Paragraph 19 of  
3 this Decree):

4  
5  
6 FOR THE UNITED STATES OF AMERICA:

7 By: 

8 LOIS J. SCHIFFER  
9 Assistant Attorney General  
10 Environment and Natural Resources Division  
11 United States Department of Justice

12 By: 

13 ROBERT R. KLOTZ  
14 Senior Attorney  
15 Environmental Enforcement Section  
16 Environment and Natural Resources Division  
17 United States Department of Justice

18 Of Counsel:

19 Charles McKinley, Esq.  
20 Office of the Solicitor  
21 U.S. Department of Interior

22 Katherine Pease, Esq.  
23 NOAA Office of General Counsel  
24  
25  
26  
27

1 WE HEREBY CONSENT to the entry of this Decree (subject to the  
2 Environment and Natural Resources Division's decision to seek entry  
3 of this Decree after reviewing any public comment submitted  
4 pursuant to 28 C.F.R. § 50.7 and Paragraph 19 of this Decree):

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

6 FRANK W. HUNGER  
7 Assistant Attorney General  
8 Civil Division  
9 United States Department of Justice

10 By: 

11 PHILIP A. BERNS  
12 Attorney in Charge, West Coast Office  
13 Torts Branch, Civil Division  
14 WARREN A. SCHNEIDER  
15 Assistant Attorney in Charge

16 By: 

17 JEANNE M. FRANKEN  
18 Trial Attorney  
19 Torts Branch, Civil Division  
20 U.S. Department of Justice

1 WE HEREBY CONSENT to the entry of this Decree (subject to the  
2 public comment provisions of Paragraph 19 of this Decree):

3 FOR THE STATE OF CALIFORNIA DEPARTMENT OF FISH AND GAME, CALIFORNIA  
4 REGIONAL WATER QUALITY CONTROL BOARD FOR THE SAN FRANCISCO BAY  
5 REGION, AND CALIFORNIA DEPARTMENT OF PARKS AND RECREATION:

6 DANIEL E. LUNGREN, Attorney General  
7 of the State of California

8 RODERICK E. WALSTON  
9 Chief Assistant Attorney General

10 CHARLES W. GETZ, IV

11 THEODORA BERGER

12 Assistant Attorneys General

13 KEN ALEX State Bar No. 111236

14 Supervising Deputy Attorney General

15 MICHAEL NEVILLE

16 MARC MELNICK

17 Deputy Attorneys General

18  
19  
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25  
26  
27  
28

By: Ken Alex

KEN ALEX

Supervising Deputy Attorney General

2101 Webster Street, 12th Floor

Oakland, California 94612-3049

Telephone: (510) 286-1219

Of Counsel:

E.V. Toffoli, Esq.

Katherine Verrue-Slater, Esq.

Harold M. Thomas, Esq.

California Department of Fish and Game

Office of Spill Prevention and Response


1 WE HEREBY CONSENT to the entry of this Decree:  
2 FOR THE DISTRICT ATTORNEY'S OFFICE FOR THE CITY AND COUNTY OF SAN  
3 FRANCISCO:  
4

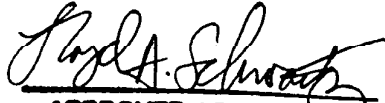
5  
6 By: *Terance Hallinan*  
7 TERANCE HALLINAN  
8 District Attorney  
9 San Francisco District Attorney's Office  
10 850 Bryant Street, Suite 300  
11 San Francisco, CA 94103  
12 Telephone (415) 553-1752  
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1 WE HEREBY CONSENT to the entry of this Decree:

2 FOR SAN FRANCISCO DRYDOCK AND ITS INTERESTED UNDERWRITERS MARINE  
3 OFFICE OF AMERICA CORP. AS ATTORNEY IN FACT FOR CONTINENTAL  
4 INSURANCE COMPANY, AND PACIFIC MUTUAL MARINE OFFICE AND NEW YORK  
5 MARINE & GENERAL INSURANCE COMPANY:

6 By:

7   
8 D. CARL HANSON  
9 President  
10 San Francisco Drydock, Inc.

  
Lloyd A. Schwartz  
11 **APPROVED AS TO FORM**  
12 **GENERAL COUNSEL**

13 By:

14 MICHAEL CHALOS, ESQ.  
15 Chalos and Brown  
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1 WE HEREBY CONSENT to the entry of this Decree:

2 FOR SAN FRANCISCO DRYDOCK AND ITS INTERESTED UNDERWRITERS MARINE  
3 OFFICE OF AMERICA CORP. AS ATTORNEY IN FACT FOR CONTINENTAL  
4 INSURANCE COMPANY, AND PACIFIC MUTUAL MARINE OFFICE AND NEW YORK  
5 MARINE & GENERAL INSURANCE COMPANY:  
6

7 By:

8 D. CARL HANSON  
9 President  
10 San Francisco Drydock, Inc.

11 By:

12 Michael A. Chalos  
13 MICHAEL CHALOS, ESQ.  
14 Chalos and Brown

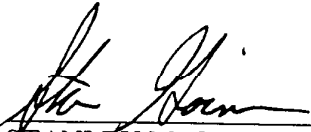
15 As Attorneys for Interested Underwriters  
16 300 East 142nd St.  
17 New York, N.Y. 10017  
18 (212) 661-5440  
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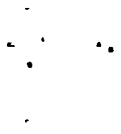
WE HEREBY CONSENT to the entry of this Decree:

**FOR OMI SHIP MANAGEMENT, INC.**

By: 

STANLEY M. GORINSON  
Preston Gates Ellis & Rouvelas Meeds LLP  
1735 New York Avenue, N.W.  
Suite 500  
Washington, D.C. 20006  
(202) 628-1700

Counsel to OMI Ship Management, Inc.,  
which is agent for the United States within the meaning and  
terms of 46 U.S.C. § 745



---

**TRUST INDENTURE  
FOR  
SAN FRANCISCO BAY NATURAL RESOURCES PROTECTION TRUST**

The City and County of San Francisco, acting by and through its District Attorney, and the California Department of Fish and Game, acting by and through its Office of Spill Prevention and Response, hereby create a Trust pursuant to the Partial Consent Judgement and Decree and Settlement Agreement referenced below. The Trust is governed by the terms of this Trust Indenture.

**I. RECITALS**

On or about the date this Trust Indenture was executed, in the Matter of the Complaint of the United States of America, as owner of the SS Cape Mohican for exoneration from or limitation of liability, Action No. C-97-1380, the following entities entered into a Partial Consent Judgment and Decree and Settlement Agreement ("Consent Decree"): the United States of America ("United States"), as Petitioner and Counterclaimant; San Francisco Drydock, Inc. (SFDI), as Claimant/Cross-Defendant/ Counterclaim Defendant; the People of the State of California ex rel the California Department of Fish and Game Office of Spill Prevention and Response (OSPR), the California Regional Water Quality Control Board, and the Department of Parks and Recreation, as Claimants and Crossclaimants; and the People of the State of California in and for the City and County of San Francisco, by and through its District Attorney. This Trust, entitled the San Francisco Bay Natural Resources Protection Trust (hereinafter the "NRPT" or the "Trust"), shall become effective upon entry of the Consent Decree as an order of the United States District Court.

Pursuant to paragraph 4(d) of the Consent Decree, SFDI shall pay a total of \$400,000 to the NRPT.

**II. SCOPE OF TRUST**

The NRPT is hereby created pursuant to the Consent Decree and shall be administered to pay for projects and actions which will enhance and protect natural resources including fish and wildlife in or around, or affected by or having an effect on, San Francisco Bay. Such projects and actions may include, but are not limited to, fish and wildlife resource restoration projects; training and education related to fish and wildlife resources, protection, and laws; funding projects and non-profit organizations whose purpose includes protection of fish and wildlife resources, and laws protecting the same; and funding to projects to increase the efficacy of efforts to deter destruction of fish and wildlife or their habitat.

**III. TRUSTEES**

The NRPT shall be managed and its operations conducted by two Trustees, one appointed by the Administrator of the OSPR and the second by the District Attorney. The trustees must act unanimously. However, if the Trustees reach an impasse on any issue and are unable to resolve any dispute informally, their respective department heads shall attempt, in good faith, to resolve any and all conflicts.

Attachment to Cape Mohican CD  
C-97-1380 EDL

The OSPR and the District Attorney hereby appoint as Trustees:

- a. The Administrator of the OSPR, in his capacity both as Administrator and as Chief Deputy Director of the Department of Fish and Game, acting by and through his legal counsel (currently, Eugene V. Toffoli).
- b. The District Attorney of the City and County of San Francisco, acting by and through his Chief Assistant District Attorney (currently, Richard B. Iglehart).

The Trustees shall have full charitable Trustees' power under the laws of the State of California and pursuant to the terms of this indenture, including but not limited to, managing and disbursing funds consistent with the scope of the Trust as set forth in section II above. The Trustees, in their discretion, may accept additional contributions of funds to the Trust, which then become part of the Trust estate held, managed, administered and distributed by the Trustees as provided in this Indenture.

The Trustees may conduct the business of the Trust at such times and places as they determine, including telephonically or by other electronic means. Any decision to disburse Trust funds shall be reflected in writing.

The Trustees shall serve without bond and shall not be personally liable for any losses, damages or injuries to the Trust or to third parties unless they are shown to have personally benefitted from such losses, damages or injuries, and then only to the extent of such personal benefit, and such liability of the Trustees shall be several and not joint. Nothing in this Indenture shall create any right or benefit, substantive or procedural, enforceable against the Trust, its Trustees, their agents or employers, the City and County of San Francisco, or the State of California or any of its agencies.

The Trustees may conduct Trust business during the normal office hours of their respective employers and shall receive no compensation for services from the Trust, except for payment of reasonable and necessary expenses incurred on behalf of the Trust.

#### IV. HOLDING AND DISBURSEMENT OF FUNDS

The Trustees may, but are not required to, engage and use the services of an Agent to hold, invest, manage, and disburse funds in accordance with the terms of this Indenture, the directions of the Trustees, and the terms of any agreement entered into between the Trustees and such Agent as is now or may be appointed in the future.

#### V. NRPT ADVISORY GROUP

The Trustees may, in their discretion, establish an NRPT Advisory Group for purposes of advising the Trustees regarding selection and management of restoration projects, reviewing proposals for such projects, and reviewing the progress and efficacy of any projects or activities funded or proposed to be funded in whole or in part by the Trust. The formation, composition, and scope of activities of such Advisory Group shall be as specified by the Trustees in writing. Volunteerism shall be favored and encouraged in the Advisory Group, but the Trustees may, in their discretion, pay reasonable compensation from the Trust when necessary. The Trustees may also, in their discretion, cause the Trust to pay reasonable expenses incurred on its behalf by the Advisory Group or any of its members.

Attachment to Cape Mohican CD  
C-97-1380 EDL

The Trustees shall consult with the California Regional Water Quality Control Board - San Francisco Bay Region on water quality issues, if any, associated with restoration and environmental enhancement projects funded in whole or in part by the monies deposited into the NRPT pursuant to the Consent Decree.

#### VI. AMENDMENTS

This Trust Indenture may be amended only by the Trustees, acting unanimously and in writing. No such amendment may alter the charitable, public benefit nature of this Trust.

#### VII. NOTICES

Notices under this Agreement shall be made in writing and delivered to:

E.V. Toffoli  
Staff Counsel III Supervisor  
Office of Spill Prevention and Response  
California Department Of Fish and Game  
1700 K Street, Suite 250  
Sacramento, CA 95814  
Phone: (916) 334-9786  
Fax: (916) 324-5662

Richard B. Iglehart  
Chief Assistant District Attorney  
San Francisco District Attorneys Office  
850 Bryant Street, Suite 300  
San Francisco, CA 94103  
Phone: (415) 553-1752  
Fax: (415) 553-1737

#### VIII. EFFECTIVE DATE

The NRPT shall become effective upon approval and entry of the Consent Decree.

#### IX. TERMINATION

The Trust shall terminate when all the funds subject to the Trust have been disbursed and the parties agree to termination in writing.

#### X. SEVERABILITY

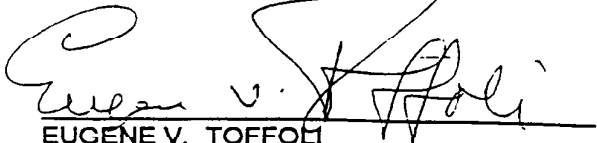
If any provision of this Indenture, or the application thereof to any person or circumstance is held to be invalid, illegal or unenforceable, the remainder of this Indenture and the application of any such provision to other persons or circumstances shall be deemed severable and shall not be affected.

Attachment to Cape Mohican CD  
- C-97-1380 EDL -

IN WITNESS WHEREOF, the parties through their authorized representatives accept this indenture and agree to be bound by its terms.


DATED: April 27, 1998

CALIFORNIA DEPARTMENT OF FISH AND GAME  
Office of Spill Prevention and Response

By:   
EUGENE V. TOFFOLI  
Senior Staff Counsel

DATED: MAY 4, 1998 1998

DISTRICT ATTORNEY  
CITY AND COUNTY OF SAN FRANCISCO

By:   
RICHARD B. IGLEHART  
Chief Assistant District Attorney

Attachment to Cape Mohican CD  
- C-97-1380 EDL -

1 LOIS J. SCHIFFER  
Assistant Attorney General  
2 Environment and Natural Resources Division  
ROBERT R. KLOTZ State Bar No. 114991  
3 Senior Lawyer  
Environmental Enforcement Section  
4 Environment and Natural Resources Division  
United States Department of Justice  
5 301 Howard Street, Suite 870  
San Francisco, California 94105  
6 Telephone: (415) 744-6491

7 FRANK W. HUNGER  
Assistant Attorney General  
8 PHILIP A. BERNS  
Attorney in Charge, West Coast Office  
9 Torts Branch, Civil Division

JEANNE M. FRANKEN  
10 Trial Attorney  
Torts Branch, Civil Division  
11 U.S. Department of Justice  
10-4640 Federal Building, P.O. Box 36028  
12 450 Golden Gate Avenue  
San Francisco, California 94102-3463  
13 Telephone: (415) 436-6644

14 ROBERT S. MUELLER, III State Bar No. 59775  
United States Attorney  
15 Northern District of California  
P.O. Box 36055  
16 450 Golden Gate Avenue, 10th Floor  
San Francisco, California 94102

17 Attorneys for Petitioner and  
18 Counterclaimant United States of America

19 UNITED STATES DISTRICT COURT  
20 NORTHERN DISTRICT OF CALIFORNIA  
21 SAN FRANCISCO DIVISION

22 In the Matter of ) Civil No. C97-1380 EDL  
23 )  
24 The Complaint of the United States ) CERTIFICATE OF SERVICE  
of America, as owner of the SS ) OF PARTIAL  
25 CAPE MOHICAN (O.N. 536672), for ) CONSENT JUDGMENT AND  
exoneration from or limitation of ) DECREE  
26 liability )  
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I, Sharon Cipparrone hereby certify and declare:

1. I am over the age of 18 years and am not a party to this case.

2. My business address is United States Department of Justice, 301 Howard Street, Suite 870, San Francisco, CA 94105.

3. I am familiar with my employer's mail collection and processing practices; know that said mail is collected and deposited with the United States Postal Service on the same day it is deposited in interoffice mail; and know that postage thereon is fully prepaid.

4. Following said practice, on September 15, 1998, I served a true copy of the document entitled:

PARTIAL CONSENT JUDGMENT AND DECREE,  
along with this

CERTIFICATE OF SERVICE OF PARTIAL  
CONSENT JUDGMENT AND DECREE,

by placing them in an addressed sealed envelope with postage fully prepaid, and depositing it in regularly maintained interoffice mail to the following:

Ken Alex  
Supervising Deputy Attorney General  
State of California  
Department of Justice  
2101 Webster Street, 12th Floor  
Oakland, California 94612-3049

Gregory Barge  
Assistant District Attorney  
Office of the District Attorney  
732 Brannan Street  
San Francisco, California 94103



1 Michael G. Chalos, Esq.  
Chalos & Brown, PC  
2 300 East 42nd Street, Suite 315  
New York, New York 10017-5982  
3  
4 Peter A. Lindh, Esq.  
Walsh, Donovan, Lindh & Keech LLP  
5 595 Market Street, Suite 2000  
San Francisco, California 94105-2831  
6  
7 C. Carl Hanson  
President  
8 San Francisco Drydock, Inc.  
P.O. Box 7644  
San Francisco, California 94120  
9  
10 William A.G. Hogg  
President  
11 OMI Ship Management, Inc.  
7 Pen Plaza  
12 30 7th Avenue, Suite 1128  
New York, New York 10001  
13  
14 Stanley M. Gorinson, Esq.  
Preston Gates Ellis & Rouvelas Meeds LLP  
1735 New York Avenue, N.W, Suite 500  
Washington, D.C. 20006-5209  
15  
16 Charles McKinley, Esq.  
U.S. Department of the Interior  
Office of the Solicitor  
17 600 Harrison Street, Suite 545  
San Francisco, California 94107-1373  
18  
19 Katherine Pease, Esq.  
U.S. Department of Commerce  
NOAA, Office of General Counsel  
20 Long Beach Federal Building  
501 West Ocean Boulevard, Suite 4470  
Long Beach, California 90802-4213  
21  
22 Katherine Verrue-Slater/Vivian S. Murai  
Staff Counsel  
Department of Fish and Game  
23 State of California  
P.O. Box 944209  
24 Sacramento, CA 94244-2090  
25  
26 Lloyd Schwartz  
Southwest Marine, Inc.  
P.O. Box 13308  
27 San Diego, California 92170  
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R. Scott Erlewine, Esq.  
Phillips & Erlewine LLP  
One Embarcadero Center, Suite 2350  
San Francisco, California 94111

Philip A. Berns  
Attorney in Charge  
Jeanne M. Franken  
Trial Attorney  
U.S. Department of Justice  
Torts Branch, Civil Division  
P.O. Box 36028  
450 Golden Gate Avenue, 10th Floor  
San Francisco, CA 94012-3463

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on September 15, 1998 in San Francisco, CA.

Sharon Cipparrone  
SHARON CIPPARRONE