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14 Attorneys for Plaintiffs

15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA

17 UNITED STATES OF AMERICA,)

18 Plaintiff,)

19 v.)

20 APEX OIL COMPANY, et al.,)

21 Defendants.)

22 STATE OF CALIFORNIA,)

23 Plaintiff,)

24 v.)

25 APEX OIL COMPANY, et al.,)

26 Defendants.)

RECEIVED

AUG 29 1994

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
SAN FRANCISCO

ORIGINAL
FILED

AUG 31 1994

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CASE NUMBER:

NO. C 89-0246 WHO

CONSOLIDATED WITH

NO. C 89-0250 WHO

[proposed] Consent Decree
and Settlement Agreement

1 C. On January 27, 1989, the United States of America,
2 on behalf of the United States Department of Commerce, the United
3 States Department of the Interior, and the United States Coast
4 Guard commenced an action in the United States District Court for
5 the Northern District of California by filing a complaint naming
6 as defendants, G.N.P. Barge & Tank Co.; Apex Oil Company; Apex R.
7 E. & T., Inc., d/b/a Apex Towing Company; Goldstein Oil Co.;
8 Novelly Oil Co.; GNP Barge & Tanker Company; and the West of
9 England Ship Owners Mutual Insurance Association (Luxembourg).
10 The United States' complaint alleged civil claims arising out of
11 the Oil Spill against the named defendants pursuant to Section
12 311(f) of the Clean Water Act, 33 U.S.C. § 1321(f), and Title III
13 of the Marine Protection, Research, and Sanctuaries Act) (now the
14 National Marine Sanctuaries Act), 16 U.S.C. § 1431 et seq. In
15 its complaint, the United States asserted claims for
16 (1) costs incurred by the United States in connection with the
17 clean-up of the Oil Spill, (2) costs incurred in assessing the
18 damages to natural resources under the trusteeship of the United
19 States caused by the Oil Spill, (3) damages for injuries to the
20 natural resources under the trusteeship of the United States that
21 were adversely affected by the Oil Spill, and (4) a civil
22 penalty. The United States' action was assigned Civil Action No.
23 C 89-0246.

24 D. Also on January 27, 1989, the State, on behalf of
25 the California Department of Fish and Game, the Regional Water
26 Quality Control Board, San Francisco Bay Region, and the Deputy

1 Secretary for the California Resources Agency commenced a
2 separate action in the United States District Court for the
3 Northern District of California by filing a complaint against
4 defendants G.N.P. Barge & Tank Co.; Apex Oil Company; Apex R. E.
5 & T., Inc., d/b/a Apex Towing Company; Goldstein Oil Co.; Novelly
6 Oil Co.; GNP Barge & Tanker Company; and the West of England Ship
7 Owners Mutual Insurance Association (Luxembourg). The State's
8 complaint alleged civil claims arising out of the Oil Spill
9 against the named defendants pursuant to Section 311(f) of the
10 Clean Water Act, 33 U.S.C. § 1321(f); California Water Code
11 Sections 13350(a), (b) and (e), and 13385(b)(1); California
12 Harbors and Navigation Code Sections 151 and 293; California Fish
13 and Game Code Sections 2014, 5655, 12015, and 12016. In its
14 complaint, the State asserted claims for (1) costs incurred by
15 the State in connection with the clean-up of the Oil Spill, (2)
16 costs incurred in assessing the damage to natural resources under
17 the trusteeship of the State covered by the Oil Spill, (3)
18 damages for injuries to the natural resources under the
19 trusteeship of the State that were adversely affected by the Oil
20 Spill, and (4) various civil penalties. The States' action was
21 assigned Civil Action No. C. 89-0250.

22 E. On June 10, 1991, pursuant to an Order of this
23 Court, both the United States and the State amended their
24 complaints to add as defendants Gary Parker, Samuel R. Goldstein,
25 and Paul A. Novelly.

1 F. Settling Defendants answered the complaints and
2 amended complaints, and at all times disputed, and continue to
3 dispute, the substantive claims and allegations made by
4 Plaintiffs in their pleadings, including allegations related to
5 fault, responsibility, liability, causation, and damages.

6 G. The Parties now agree that it is in their best
7 interests to avoid the costs and risks of further litigation and
8 believe that resolution of this dispute without further
9 litigation is appropriate. The Plaintiffs have determined, and
10 by entering this Decree the Court finds, that settlement of this
11 matter as provided for in this Decree is fair, reasonable, and in
12 the public interest.

13 H. During the pendency of this action, the United
14 States and the State, through their designated Natural Resource
15 Trustees, proposed certain projects to Restore Natural Resources
16 alleged to have been injured as a direct result of the Oil Spill.
17 The United States and the State agree that the proposed projects
18 identified in Attachment No. 1 hereto are reasonable and
19 appropriate measures to Restore the affected Natural Resources.
20 To implement these Restoration Projects, the Natural Resource
21 Trustees entered into a Memorandum of Understanding which became
22 effective on July 29, 1994, the date it was signed by the
23 California Department of Fish and Game (the "Memorandum of
24 Understanding"). The United States and the State intend to
25 implement these Restoration projects in accordance with this
26 Decree, the Memorandum of Understanding, and all applicable laws.

1 If for any reason subsequent to the entry of this Decree the
2 Trustees determine that either of the proposed restoration
3 projects are not feasible, practicable, or in the public
4 interest, then they may make such other use of the proceeds of
5 this settlement as is consistent with the terms of this Decree,
6 the Memorandum of Understanding, and as authorized by law. By
7 entering into this Decree, Settling Defendants neither endorse,
8 nor express any approval of, the Restoration projects
9 contemplated, proposed, or selected by Plaintiffs. Despite the
10 inclusion of a description of certain restoration projects in
11 this Decree or its Attachments, Settling Defendants have had, and
12 will have, no role in the selection or implementation of any
13 Restoration project funded with proceeds from this settlement.
14 Settling Defendants have had no role in the drafting of
15 Attachment No. 1 or the Memorandum of Understanding.

16 I. The United States and State Natural Resource
17 Trustees are co-equal joint trustees over some or all of the
18 resources affected by the Oil Spill. The United States and the
19 State have agreed to resolve their respective claims to the
20 proceeds of this settlement in the manner set forth in this
21 Decree, and in accordance with the Memorandum of Understanding.

22 J. The Parties recognize that this Decree is a
23 settlement of a contested matter. Participation in the
24 settlement, including but not limited to the payment or
25 acceptance of any consideration, does not constitute or represent
26 an admission of law or fact by any Party regarding fault,

1 responsibility, liability, causation, or damages asserted by any
2 Party. There are no findings of fact or conclusions of law
3 express or implied in this Decree and nothing in this Decree
4 shall be construed to be, or to represent, an adjudication of any
5 claim or an admission of liability. This Decree is without
6 prejudice to the rights and defenses of the Parties hereto to any
7 claims or causes of action against Non-Settling Parties.

8 NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, and
9 DECREED as follows:

10 I. JURISDICTION

11 1. This Court has jurisdiction over the subject
12 matter and over the parties to this action pursuant to 28 U.S.C.
13 §§ 1331, 1333, 1345, 1367, and 33 U.S.C. §§ 1319 and 1321; and 16
14 U.S.C. § 1443(c). Venue is proper in this Court pursuant to 28
15 U.S.C. § 1391(b). The complaints and the amended complaints
16 herein allege claims upon which relief may be granted.

17 II. PARTIES BOUND

18 2. This Decree shall apply to and be binding upon and
19 inure to the benefit of the United States, the State, and the
20 Settling Defendants, and as applicable, their present and former
21 officers, directors, employees, and agents.

22 III. DEFINITIONS

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

25 (a) "Natural Resource" and "Natural Resources" mean
26 land, fish, wildlife, biota, air, water, ground water,

1 drinking water supplies, and other such resources belonging
2 to, managed by, held in trust by, appertaining to, or
3 otherwise controlled by the United States (including the
4 resources of the fishery conservation zone established by
5 the Magnuson Fishery Conservation and Management Act of
6 1976, 16 U.S.C. §§ 1801 et seq. and resources of the Gulf of
7 the Farallons National Marine Sanctuary) and the State of
8 California.

9 (b) "Natural Resource Trustees" or "Trustees" means
10 those federal and state agencies designated or authorized
11 pursuant to the Clean Water Act, the Marine Protection,
12 Research and Sanctuaries Act, and state law to act as
13 Trustees for the natural resources owned by the public.
14 Specifically, as used in this Decree the Trustees are the
15 United States Department of the Interior, Fish and Wildlife
16 Service, the United States Department of Commerce, National
17 Oceanic and Atmospheric Administration, and the State of
18 California Resources Agency, Department of Fish and Game.

19 (c) "Non-Settling Parties" means all persons and
20 entities who are not Parties to this Decree.

21 (d) "Party" or "Parties" mean the Settling Defendants,
22 and each of them, the United States, including its
23 Departments, Agencies, and subdivisions, and the State.

24 (e) "Restore" or "Restoration" mean any action to
25 restore to its pre-spill condition any Natural Resource
26 injured, lost, or destroyed as a result of the Oil Spill and
27

1 the services provided by that Natural Resource, or which
2 restores, replaces, rehabilitates, or acquires the
3 equivalent of, the injured, lost, or destroyed Natural
4 Resource and affected services.

5 (f) "Settling Defendants" means Apex Oil Company, Apex
6 R. E. & T., Inc. dba Apex Towing Company, Novelly Oil Co.,
7 Goldstein Oil Co., G.N.P. Barge & Tank Co., Gary Parker,
8 Samuel R. Goldstein, Paul A. Novelly, GNP Barge & Tanker
9 Company, and West of England Ship Owners Mutual Insurance
10 Association (Luxembourg).

11 **IV. SETTLEMENT PAYMENT BY SETTLING DEFENDANTS**

12 4. The Settling Defendants shall pay to the
13 Plaintiffs jointly the total sum of \$6,400,000 (the "Settlement
14 Amount") in the manner set forth in Paragraphs 5, 6, and 7 of
15 this Decree. The allocation of the Settlement Amount set forth
16 below was determined solely by Plaintiffs.

17 **V. DISTRIBUTION OF SETTLEMENT PROCEEDS**

18 5. Within 15 days of the entry of this Decree by the
19 Court Settling Defendants shall tender the following payments to
20 each of the entities identified below in the amount and manner
21 specified. All payments under this Paragraph and Paragraphs 6
22 and 7 shall be accompanied by correspondence referencing this
23 action and this Consent Decree, and notice of such payments shall
24 be given to the United States and the State in accordance with
25 Section XI (Notices) by sending a copy of the correspondence that
26 accompanies each tendered payment.

1 (a) The Department of the Interior the sum of \$97,500 (as
2 reimbursement for damage assessment costs). Payment
3 shall be made by certified check made payable to
4 Secretary of the Interior and delivered to Chief,
5 Division of Finance, U.S. Fish and Wildlife Service,
6 4401 North Fairfax Drive, Room 380, Arlington, VA
7 22203. The check shall reflect that it is a payment to
8 the "Natural Resource Damage Assessment and Restoration
9 Fund, Account No. 14X5198 -- Assessment Cost
10 Reimbursement" and reference the "Apex Houston Oil
11 Spill."

12 (b) The National Oceanic and Atmospheric Administration the
13 sum of \$450,570 (as reimbursement for damage assessment
14 costs and payment into the MPRSA response and damage
15 assessment fund pursuant to 16 U.S.C. § 1443(d)).
16 Payment shall be made by certified check made payable
17 to NOAA, Department of Commerce. The check shall
18 indicate that the payment is for "reimbursement of
19 damage assessment costs for the Apex Houston Case."
20 The check shall be delivered to Chief, Damage
21 Assessment Center, NOS, NOAA, Room 10218, 1305 East
22 West Highway, Silver Spring, MD 20910.

23 (c) The United States Coast Guard the sum of \$41,500
24 (\$36,500 as reimbursement for cleanup costs and \$5,000
25 as a civil penalty under federal law). Payment shall
26 be made by certified or cashier's check made payable to
27

1 the United States Department of Justice, Civil Division
2 and delivered to Jeanne M. Franken, U.S. Department of
3 Justice, Civil Division, Torts Branch, P.O. Box 36028,
4 San Francisco, CA 94102-3463.

5 (d) The State of California Department of Fish and Game the
6 sum of \$144,000 (as reimbursement for damage assessment
7 and cleanup costs). Payment shall be made by certified
8 check made payable to "The Fish and Wildlife Pollution
9 Cleanup Abatement Account, Fish and Game Preservation
10 Fund" and delivered to Stephen L. Sawyer, Staff
11 Counsel, Office of Oil Spill Prevention and Response,
12 1700 K Street, Suite 250, Sacramento, California 95814.

13 (e) The Regional Water Quality Control Board for the San
14 Francisco Bay Region the sum of \$250,000 (as a civil
15 penalty under the California Water Code). Payment
16 shall be made through two separate certified checks,
17 one check in the amount of \$200,000 made payable to
18 "California Department of Justice, Pilarcitos Creek
19 Restoration Fund," and a second check in the amount of
20 \$50,000 made payable to "State Water Pollution Cleanup
21 and Abatement Account." Both checks shall be delivered
22 to Michael W. Neville, Deputy Attorney General,
23 Attorney General's Office, 455 Golden Gate Avenue,
24 Suite 6200, San Francisco, CA 94102-3658.

25 6. Within 15 days of the entry of this Decree
26 Settling Defendants shall tender to the Department of the

1 Interior, Fish and Wildlife Service a certified check in the
2 amount of \$4,916,430. The check shall be made payable to
3 Secretary of the Interior and be delivered to Chief, Division of
4 Finance Division, United States Fish and Wildlife Service, 4401
5 North Fairfax Drive, Room 380, Arlington, VA, 22203 (phone (703)
6 358-1742). The check shall reflect that it is a payment to the
7 "Natural Resource Damage Assessment and Restoration Fund, Account
8 No. 14X5198 -- Murre Recolonization Project" and reference the
9 "Apex Houston Oil Spill." The Department of the Interior will
10 assign these funds a special project number to allow the funds to
11 be maintained as a segregated account within the Department of
12 the Interior Natural Resource Damage Assessment and Restoration
13 Fund, Account No. 14X5198 (the "Recolonization Account"). The
14 Department of the Interior shall, in accordance with law, manage
15 and invest funds in the Recolonization Account, and segregate in
16 the Recolonization Account any return on investments or interest
17 accrued for use by the Natural Resource Trustees in connection
18 with Restoration projects connected to the Oil Spill. The
19 Department of the Interior shall not make any charge against the
20 Recolonization Account for any investment or management services
21 provided. The Department of the Interior shall hold all funds in
22 the Murre Recolonization Account, including return on investments
23 or accrued interest, subject to the provisions of this Decree and
24 the Memorandum of Understanding.

25 7. Within 15 days of the later of entry of this Decree
26 or receipt of written instructions specified in this Paragraph,

1 Settling Defendants shall (a) establish with The National Fish
2 and Wildlife Foundation a trust agreement in the form of the
3 Habitat Acquisition Trust attached hereto as Attachment 2 and,
4 (b) transfer into the Habitat Acquisition Trust \$500,000.
5 Transfer of funds to the Habitat Acquisition Trust shall be made
6 in accordance with written instructions provided by Plaintiffs to
7 Settling Defendants. Settling Defendants shall not have, nor be
8 held responsible for, any duties or liabilities arising from or
9 associated with the existence, establishment, funding, or
10 management of the Habitat Acquisition Trust beyond those duties
11 stated in this paragraph. Upon transfer of funds to the Trustee
12 of the Habitat Acquisition Trust as provided in this paragraph,
13 Settling Defendants shall have no further obligations, fiduciary,
14 financial or otherwise, with respect to the Trust. The Habitat
15 Acquisition Trust shall be used to implement "Habitat Acquisition
16 Project" described in Attachment No. 1.

17 **VI. TRUSTEE USE OF FUNDS**

18 8. If subsequent to the entry of this Decree, the Trustees
19 unanimously determine that the Recolonization Project is
20 infeasible, impractical or otherwise not in the public interest,
21 the Trustees may, by unanimous consent (1) consistent with law,
22 transfer the money in the Murre Recolonization Account to the
23 Habitat Acquisition Trust, or (2) use the money for any other
24 restoration project(s) that addresses the injuries caused by the
25 Oil Spill alleged in this action or otherwise meets the
26 requirements of 16 U.S.C. § 1443(d)(2) and applicable state law.

1 9. If, after two years from the date of entry of this
2 Decree, the Trustees determine that it is infeasible or
3 impractical to acquire or obtain protection for appropriate
4 Marbled Murrelet habitat near the areas affected by the Oil Spill
5 alleged in this action, then the Trustees may by unanimous
6 consent use money in the Habitat Acquisition Trust (1) to
7 purchase or improve other seabird habitat (including buffer
8 zones), or (2) for any other restoration project(s) or habitat
9 acquisition, provided that any expenditure of money shall address
10 injuries caused by the Oil Spill alleged in this action or
11 otherwise meet the requirements of 16 U.S.C. § 1443(d)(2) and
12 applicable state law..

13 VII. RELEASES AND COVENANTS NOT TO SUE

14 10. Effective upon entry of the Decree, the
15 establishment of the Habitat Acquisition Trust, and the receipt
16 of Settling Defendants' payments as specified in Paragraphs 5, 6,
17 and 7 of this Decree, the United States and the State release the
18 Settling Defendants from (a) any and all civil claims raised by
19 the complaints or amended complaints filed in this action,
20 (b) all claims for damages to Natural Resources, known or
21 unknown, arising out of the Oil Spill, and (c) all claims arising
22 out of the Oil Spill advanced in the bankruptcy proceedings
23 styled In Re Apex Oil Company, et al., United States Bankruptcy
24 Court, Eastern District of Missouri, Docket No. 87-03804-BKC-BSS.
25 Except as provided in Section X (Reservation of Rights), the
26 United States and the State covenant not to take or pursue any

1 judicial or administrative actions against Settling Defendants
2 (including Settling Defendants' present and former partners,
3 directors, officers and/or employees) for any civil claims
4 arising out of the Oil Spill. The United States and the State
5 will notify Settling Defendants when all payments referenced in
6 Paragraphs 5, 6, and 7 have been received.

7 11. Effective upon Entry of this Decree, Settling
8 Defendants release the United States and the State from any and
9 all claims arising out of the Oil Spill or this litigation,
10 including but not limited to all claims for attorneys' fees and
11 costs. For the purposes of this paragraph, "United States" and
12 "State" includes present and former employees.

13 VIII. DISMISSAL OF ACTIONS AND CLAIMS

14 12. Upon entry of this Consent Decree as an Order of
15 the Court this Decree shall become effective and constitute a
16 final judgment between and among the United States and the State,
17 on the one hand, and Settling Defendants, on the other hand.
18 Upon Settling Defendants' satisfaction of all requirements under
19 this Decree and the receipt of all payments required by
20 Paragraphs 5, 6, and 7, each of the claims for relief brought by
21 the United States and the State against each of the Settling
22 Defendants in this action shall be dismissed with prejudice,
23 without an award of costs or attorneys' fees to any Party. The
24 United States and the State agree to execute necessary documents
25 reasonably requested to withdraw claims arising out of the Oil
26 Spill advanced in the bankruptcy proceedings styled In Re Apex

1 Oil Company, et al., United States Bankruptcy Court, Eastern
2 District of Missouri, Docket No. 87-03804-BKC-BSS.

3 IX. THIRD PARTY LITIGATION

4 13. The Parties agree that they will not tender each
5 other to any third party as direct defendants in any action
6 relating to or arising from the Oil Spill pursuant to Rule 14 of
7 the Federal Rules of Civil Procedure.

8 X. RESERVATION OF RIGHTS

9 14. Except as expressly stated in this Decree, each
10 Party reserves against any person not a Party to this Decree all
11 rights, claims, or defenses available to it arising from or
12 relating to the Oil Spill.

13 15. Nothing in this Decree creates, nor shall it be
14 construed as creating, any claim in favor of any person not a
15 Party to this Decree. Nothing in this Decree shall be construed
16 as limiting, barring, or otherwise prejudicing claims for
17 contribution and indemnification arising from this settlement
18 against any person not a Party to this Decree.

19 16. The covenants not to sue, releases, and
20 dismissals in Paragraphs 10 through 12 above shall apply only to
21 civil claims arising out of the Oil Spill as alleged in the
22 complaints and amended complaints of the United States and the
23 State or this litigation, and shall not apply to claims based on
24 a failure of a Party to satisfy the requirements of this Decree.

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Notice to the United States:

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

Notice to the State:

Administrator, California Office of
Oil Spill Prevention and Response
1700 K. Street
Suite 250
Sacramento, CA 95814

Executive Officer
California Regional Water Control Board,
San Francisco Bay Region
2101 Webster Street
5th Floor
Oakland, CA 94612

- 17 -

1 Mary E. Hackenbracht
California Attorney General's Office
2 2101 Webster Street
12th Floor
3 Oakland, CA 94612

4 Michael W. Neville
California Attorney General's Office
5 455 Golden Gate Avenue
Suite 6200
6 San Francisco, CA 94102-3658

7 Notice to Settling Defendants

8 John D. Giffin
Eric Swett
9 Keesal, Young & Logan
Four Embarcadero Center
10 San Francisco, CA 94111

11 Eugene J. O'Connor, Jr.
Freehill, Hogan & Mahar
12 80 Pine Street
New York, New York 10005

13 Neil Miller
14 General Counsel
Apex Oil Company
15 8182 Maryland Ave.
St. Louis, MO 63105-3721

16
17 XII. REPRESENTATIVES

18 18. Each undersigned representative of the Settling
19 Defendants certifies that he or she is fully authorized to enter
20 into the terms and conditions of this Decree and to execute and
21 legally bind her or his respective Parties to this Decree.

22 XIII. MODIFICATION

23 19. Minor modifications not materially altering this
24 Decree may be effected by the written agreement of the Parties.
25 No other modifications of this Decree may be made unless the
26 Parties agree in writing to the modification and the Court
27 approves of the requested modification. Notwithstanding the

1 foregoing, the Settling Defendants and their attorneys have no
2 obligations with respect to this Decree and the settlement of
3 this case beyond those explicitly set forth herein.

4 XIV. CONTINUING JURISDICTION

5 20. The Court retains jurisdiction to enforce the
6 terms of this Decree and Settlement Agreement and to supervise
7 and enforce the Habitat Acquisition Trust. Notwithstanding the
8 foregoing, participation by one or more of the Settling
9 Defendants in the present settlement and in the establishment or
10 funding of the Habitat Acquisition Trust shall not be deemed to
11 subject Settling Defendants to in personam jurisdiction, or to
12 create subject matter jurisdiction, for any other claim or any
13 other action against Settling Defendants.

14 XV. MISCELLANEOUS

15 21. The Parties agree that this Decree may be
16 executed in counterpart.

17
18 Dated and entered this _____ day of AUG 31 1994, 1994.

19
20
21 WILLIAM H. ORRICK

22 HONORABLE WILLIAM H. ORRICK
23 UNITED STATES DISTRICT JUDGE

1 WE HEREBY CONSENT to the entry of this Decree:
2 FOR THE UNITED STATES OF AMERICA:
3

4 By: 

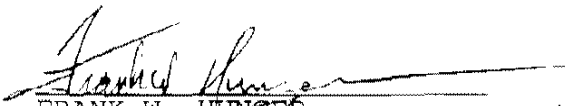
5 LOIS J. SCHIFFER
6 Acting Assistant Attorney General
7 Environment and Natural Resources Division
8 United States Department of Justice

9 BY:  8/26/94

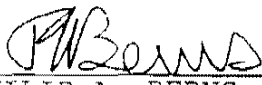
10 PHILLIP A. BROOKS
11 JAMES L. NICOLL, Jr.
12 ROBERT R. KLOTZ
13 JAMES R. MacAYEAL
14 Attorneys
15 United States Department of Justice
16 Environment and Natural Resources Division
17 Environmental Enforcement Section
18 Ben Franklin Station, P.O. Box 7611
19 Washington, D.C. 20044
20 Telephone: (202) 514-3637
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1 FOR THE UNITED STATES OF AMERICA CONTINUED:

2
3
4 BY:


FRANK W. HANGER
Assistant Attorney General
Civil Division
United States Department of Justice

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6
7
8 BY:


PHILIP A. BERNs
Attorney in Charge
JEANNE FRANKEN
U.S. Department of Justice
Torts Branch, Civil Division
P.O. Box 36028
450 Golden Gate Avenue, 10th Floor
San Francisco, CA 94012-3463
(415) 556-3140

1 FOR THE STATE OF CALIFORNIA DEPARTMENT OF FISH AND GAME,
2 CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD FOR THE SAN
3 FRANCISCO BAY REGION, AND THE DEPUTY SECRETARY FOR THE
4 CALIFORNIA RESOURCES AGENCY

4 DANIEL E. LUNGREN, Attorney General,
5 for the State of California
6 DOUGLAS NOBLE
7 Acting Assistant Attorney General

8 BY:

Michael W. Neville August 25, 1994
9 MARY E. HACKENBRACHT
10 MICHAEL W. NEVILLE
11 Deputy Attorneys General
12 2101 Webster Street, 12th Floor
13 Oakland, California 94612-3049
14 Telephone: (510) 286-1356
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1 FOR THE SETTLING DEFENDANTS:

2 Apex Oil Company, Apex R. E. & T., Inc. dba Apex Towing Company,
3 Novelty Oil Co., Goldstein Oil Co., and G.N.P. Barge
& Tank Co.

4
5 By: 

John D. Giffin
Eric Swett
KEESAL, YOUNG, & LOGAN
Suite 1500
Four Embarcadero Center
San Francisco, CA 94111
Telephone: (415) 398-6000

6
7
8
9 West of England Ship Owners Mutual
10 Insurance Association (Luxembourg)

11
12 By: _____

Eugene J. O'Connor, Jr.
FREEHILL, HOGAN & MAHAR
80 Pine Street
New York, New York 10005
Telephone: (212) 425-1900

13
14
15 Samuel R. Goldstein

16
17 By: _____

Lewis R. Mills
PEPER, MARTIN, JENSEN, MAICHEL & HETLAGE
720 Olive Street, 24th Floor
St. Louis, MO 63101
Telephone: (314) 421-3850

18
19
20
21 Paul A. Novelty and GNP Barge & Tanker Company

22
23 By: _____

Allen S. Boston
LEWIS, RICE & FINGERSH
800 N. Broadway, Suite 2000
St. Louis, MO 63102-2147
Telephone: (314) 444-7600

24
25
26
27
28 Consent Decree and
Settlement Agreement

1 FOR THE SETTLING DEFENDANTS:


2 Apex Oil Company, Apex R. E. & T., Inc. dba Apex Towing Company,
3 Novelly Oil Co., Goldstein Oil Co., and G.N.P. Barge
& Tank Co.

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10 Insurance Association (Luxembourg)

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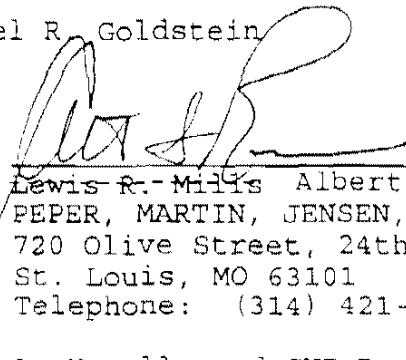
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28 Consent Decree and
Settlement Agreement

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1 FOR THE SETTLING DEFENDANTS (con't):

2 Gary Parker

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