

1 PETER D. KEISLER  
 Assistant Attorney General  
 Civil Division  
 2 THOMAS L. SANSONETTI  
 Assistant Attorney General  
 Environment & Natural Resources Division  
 3 U.S. Department of Justice  
 Washington, D.C. 20530  
 4 KAREN J. IMMERGUT  
 United States Attorney  
 District of Oregon  
 5 HERBERT C. SUNDBY, OSB 72257  
 Assistant United States Attorney  
 Chief, Civil Division  
 6 PHILIP A. BERNS  
 Attorney in Charge, West Coast Office  
 7 R. MICHAEL UNDERHILL  
 Assistant Attorney in Charge  
 8 Torts Branch, Civil Division, U.S. Department of Justice  
 P.O. Box 36028, 450 Golden Gate Avenue, Room 7-5395  
 9 San Francisco, California 94102-3463  
 Telephone: (415) 436-6648  
 10 Facsimile: (415) 436-6632  
 E-mail: [mike.underhill@usdoj.gov](mailto:mike.underhill@usdoj.gov)  
 11 REGINA R. BELT, Trial Attorney  
 Environmental Enforcement Section  
 12 Environment & Natural Resource Division  
 U.S. Department of Justice  
 13 801 B Street, Suite 504  
 Anchorage, Alaska 99501-3657  
 14 Telephone: (907) 271-3456  
 Facsimile: (907) 271-5827  
 15 E-mail: [regina.belt@usdoj.gov](mailto:regina.belt@usdoj.gov)

16 Attorneys for United States of America

17 UNITED STATES DISTRICT COURT

18 DISTRICT OF OREGON

19 GREEN ATLAS SHIPPING S.A., TMM CO., LTD., and )  
 20 THE BRITANNIA STEAM SHIP INSURANCE )  
 21 ASSOCIATION LIMITED, foreign corporations, )  
 22 )  
 23 Plaintiffs, )  
 24 )  
 25 v. )  
 26 )  
 27 UNITED STATES OF AMERICA, )  
 28 )  
 Defendant. )

No. CV01-156 KI  
In Admiralty

**CONSENT DECREE  
AND JUDGMENT**

1 UNITED STATES OF AMERICA, )  
 )  
2 Counterclaimant, )  
 )  
3 v. )  
 )  
4 GREEN ATLAS SHIPPING S.A. and TMM CO., LTD, )  
5 *in personam*, )  
 )  
6 Counterclaim Defendants. )  
7 )

8 UNITED STATES OF AMERICA, )  
 )  
9 Third Party Plaintiff, )  
 )  
10 v. )  
 )  
11 TAIHEIYO KAIUN CO., LTD, )  
12 SHIPOWNERS INSURANCE AND )  
13 GUARANTEE CO., LTD., and )  
14 BENJAMIN MORTEL MORGADO, )  
15 *in personam*, )  
 )  
16 Third Party Defendants. )  
 )

17 **I. BACKGROUND**

18 On February 4, 1999, the M/V *New Carissa* initially ran aground in the Pacific Ocean near  
19 Coos Bay, Oregon. In the ensuing weeks, the vessel broke apart and discharged oil into the Pacific  
20 Ocean and the surrounding environment. (These events shall be referred to herein as “the Incident”.)  
21 The *New Carissa* was owned by Green Atlas Shipping S.A. (“Green Atlas”), managed and operated  
22 by TMM Co., Ltd. (“TMM”), and insured by The Britannia Steamship Insurance Association, Ltd.  
23 (“Britannia”). In February of 2001, these three entities filed this action against the United States,  
24 alleging that the Incident was caused by the defendant's negligence. Plaintiffs' complaint prayed for  
25 damages of approximately \$96 million.  
26  
27  
28

1           The United States answered the complaint and denied liability. The United States also  
2 asserted counterclaims against Green Atlas and TMM, alleging damages of approximately \$7 million  
3 for pollution removal and response costs pertaining to the Incident. Green Atlas and TMM filed  
4 Replies to the United States' counterclaims, denying liability. The United States also filed a third-  
5 party complaint against Benjamin Morgado ("Morgado"), the Master of the *New Carissa*, and  
6 Shipowners Insurance and Guarantee Co., Ltd. ("SIGCo"), the latter having provided evidence of  
7 financial responsibility pertaining to the *New Carissa* pursuant to the provisions of the Oil Pollution  
8 Act of 1990, 33 U.S.C. § 2716. By later amendment of the third-party complaint, Taiheiyo Kaiun  
9 Co., Ltd. ("Taiheiyo") was added as a third-party defendant. The United States' action against the  
10 third-party defendants asserted, *inter alia*, damages for the Government's pollution removal and  
11 response costs pertaining to the Incident. All third-party defendants answered and denied liability.  
12 Third-party defendant Taiheiyo also filed counterclaims against the United States, said pleading  
13 alleging liability upon the same bases as the plaintiffs' complaint. The United States filed a Reply  
14 to Taiheiyo's counterclaims, denying liability.  
15  
16  
17

18           Prior to the filing of the United States' answer to the complaint, the Court entered a stipulated  
19 Order whereby, among other things, claims of the United States for natural resource damages  
20 pertaining to the Incident were not required to be asserted as compulsory counterclaims in its answer.  
21 The Order also provided that neither plaintiffs nor the United States were to seek discovery from the  
22 other pertaining to natural resource damages pending further orders of the Court.  
23

24           The Parties, by entering into this Consent Decree and Judgment, do not admit the allegations  
25 made against them in the pleadings herein, nor do they admit any liability to one another arising out  
26 of the transactions and occurrences alleged in those pleadings.  
27  
28

1 The Parties recognize, and the Court by entering this Consent Decree and Judgment finds,  
2 that this Consent Decree and Judgment has been negotiated in good faith and that implementation  
3 of this Consent Decree and Judgment will avoid prolonged and complicated litigation between the  
4 Parties, and that this Consent Decree and Judgment is fair, reasonable, and in the public interest.

5  
6 NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

7 **II. JURISDICTION**

8 Plaintiffs and Taiheiyo have alleged subject matter jurisdiction of their respective claims and  
9 action against the United States pursuant to, *inter alia*, the Suits in Admiralty Act ("SIAA"), 46  
10 U.S.C. §§ 741-752. The United States has alleged subject matter jurisdiction of its counterclaims  
11 and third-party claims and action pursuant to 28 U.S.C. §§ 1331, 1333, and 1345, and 33 U.S.C. §§  
12 1321 and 2717. The parties agree that this is a case of admiralty and maritime jurisdiction within  
13 the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Solely and exclusively for the  
14 purposes of this Consent Decree and Judgment herein and settlement of the underlying complaint,  
15 counterclaims, and third-party claims, the parties waive all objections and defenses that they may  
16 have to jurisdiction of the Court or to venue in this District. The parties shall not challenge the terms  
17 of this Consent Decree and Judgment or this Court's jurisdiction to enter and enforce this Consent  
18 Decree and Judgment.  
19  
20

21 **III. PARTIES BOUND**

22 This Consent Decree and Judgment applies to and is binding upon the United States, Green  
23 Atlas, TMM, Britannia, Morgado, Taiheiyo, and SIGCo. As hereinafter used in this Consent Decree  
24 and Judgment, the United States shall include its agencies, said latter term to include, but not be  
25 limited to, the United States Coast Guard, National Pollution Funds Center, and the United States'  
26  
27  
28

1 agents, representatives, and employees acting in their official capacity. As hereinafter used in this  
2 Consent Decree and Judgment, Green Atlas, TMM, Britannia, Morgado, Taiheiyo, and SIGCo shall  
3 include, as applicable, said parties' respective agents, representatives, employees, insurers, re-  
4 insurers, heirs, successors, guarantors, and assigns.

#### 5 6 **IV. PAYMENT BY THE UNITED STATES**

7 The complaint and action of plaintiffs Green Atlas, TMM, and Britannia against the United  
8 States, and the counterclaims and action of third-party defendant Taiheiyo against the United States,  
9 have been compromised and settled by and between the parties hereto. Accordingly, based upon the  
10 undersigned consents of counsel, it is hereby

11  
12 ORDERED, ADJUDGED, AND DECREED that plaintiffs Green Atlas, TMM, and Britannia  
13 collectively recover of and from defendant, United States of America, the total sum of \$4,000,000  
14 (Four Million Dollars and Zero Cents), without interest and without costs, in full and final settlement  
15 of their complaint and action against defendant United States, the foregoing settlement and this  
16 Consent Decree and Judgment herein entered against the United States in the amount of \$4,000,000  
17 (Four Million Dollars and Zero Cents) to include any and all claims and causes of action that said  
18 plaintiffs had, have, or in the future could have against the United States, pertaining to, or in any  
19 manner relating to, the Incident; it is further

20  
21 ORDERED, ADJUDGED, AND DECREED that the United States shall pay by FedWire  
22 Electronic Funds Transfer ("EFT") to Robins Kaplan Miller & Ciresi LLP Client Trust Account, the  
23 foregoing sum specified in the immediately preceding paragraph (*i.e.*, \$4,000,000) in accordance  
24 with instructions from Robins Kaplan Miller & Ciresi LLP. Such payment received by Robins  
25 Kaplan Miller & Ciresi LLP Client Trust Account after 4:00 p.m. (Central time) will be credited on  
26  
27  
28

1 the next business day. Said payment shall include references to the M/V New Carissa.

2 ORDERED, ADJUDGED, AND DECREED that, as part of the foregoing settlement and this  
3 Consent Decree and Judgment herein, and upon the fulfillment of all of the terms of this settlement,  
4 including the condition that the United States makes such payment required by Section IV herein  
5 (*i.e.*, \$4,000,000), the counterclaims and action of third-party defendant Taiheiyo shall be dismissed  
6 with prejudice, said dismissal with prejudice including any and all claims and causes of action  
7 against the United States that Taiheiyo had, has, or in the future could have, pertaining to, or in any  
8 manner relating to, the Incident; and it is further  
9

10 ORDERED, ADJUDGED, AND DECREED that, as part of the foregoing settlement and this  
11 Consent Decree and Judgment herein, and upon the fulfillment of all of the terms of this settlement,  
12 including the condition that the United States makes such payment required by Section IV herein  
13 (*i.e.*, \$4,000,000), any and all potential claims and causes of action that third-party defendants  
14 Morgado and SIGCo had, have, or in the future could have, if any, against the United States  
15 pertaining to, or in any manner relating to, the Incident, shall be dismissed with prejudice.  
16  
17

#### 18 **V. PAYMENTS BY GREEN ATLAS AND TMM**

19 **A.** The counterclaims and action of the United States against plaintiffs Green Atlas and  
20 TMM, and the third-party complaint and action of the United States against third-party defendants  
21 Morgado, SIGCo, and Taiheiyo have been compromised and settled by and between the parties  
22 hereto. Accordingly, based upon the undersigned consents of counsel, it is hereby  
23

24 ORDERED, ADJUDGED, AND DECREED that the United States shall recover from Green  
25 Atlas and TMM, collectively, the sum of \$6,500,000 (Six Million, Five Hundred Thousand Dollars  
26 and Zero Cents), without interest and without costs, in full and final settlement of the United States'  
27  
28

1 counterclaims and action against counterclaim defendants Green Atlas and TMM, the foregoing  
2 settlement and this Consent Decree and Judgment herein entered against Green Atlas and TMM in  
3 the amount of \$6,500,000 (Six Million, Five Hundred Thousand Dollars and Zero Cents) to include  
4 any and all claims and causes of action (other than claims for natural resource damages and civil  
5 administrative penalty and administrative actions, said claims for natural resource damages and civil  
6 administrative penalty and administrative actions to be treated separately in Sections V(B), VI and  
7 VII below) that the United States had, has, or in the future could have against Green Atlas and TMM,  
8 pertaining to, or in any manner relating to, the Incident; it is further  
9

10           ORDERED, ADJUDGED, AND DECREED that, as part of the foregoing settlement and this  
11 Consent Decree and Judgment herein, and upon the fulfillment of all of the terms of this settlement,  
12 including the condition that the United States receives such payments required by Section V(A)  
13 herein (*i.e.*, \$6,500,000), Section V(B) herein (*i.e.*, \$4,000,000), and that the conditions in Section  
14 VIII herein are satisfied, the third-party complaint of the United States against Morgado, SIGCo, and  
15 Taiheiyo shall be dismissed with prejudice, said dismissal with prejudice including any and all civil  
16 claims and causes of action (other than claims for natural resource damages and civil administrative  
17 penalty and administrative actions, said claims for natural resource damages and civil administrative  
18 penalty and administrative actions to be treated separately in Sections V(B), VI and VII below) that  
19 the United States had, has, or in the future could have against Morgado, SIGCo, and Taiheiyo  
20 pertaining to, or in any manner relating to, the Incident; and it is further  
21  
22

23           ORDERED, ADJUDGED, AND DECREED that within ten days after the United States  
24 makes the payment required by Section IV above, and upon the condition that the United States  
25 makes the said payment required by Section IV above, Green Atlas and TMM shall pay by FedWire  
26  
27  
28

1 Electronic Funds Transfer (“EFT”) to the United States the foregoing sum specified in the  
2 immediately preceding paragraph (*i.e.*, \$6,500,000) in accordance with instructions from the  
3 Department of Justice, Torts Branch, Civil Division. Such payment received by the Department of  
4 Justice after 4:00 p.m. (Eastern time) will be credited on the next business day. Said payment shall  
5 include references to DOJ Case Number 62-361. Green Atlas and TMM shall be liable for post-  
6 judgment interest on any amount not received by the United States by the date specified above, such  
7 post-judgment interest to begin accruing on the said tenth day after the United States makes the  
8 payment required by Section IV above, and such interest to be calculated in accordance with the  
9 provisions of 28 U.S.C. § 1961.  
10

11  
12 **B.** All past, present and future claims of the United States against Green Atlas, TMM,  
13 Britannia, Morgado, SIGCo, and Taiheiyo for natural resource damages pertaining to, or in any  
14 manner relating to, the Incident have been compromised and settled by and between the parties  
15 hereto. Accordingly, based upon the undersigned consents of counsel, it is hereby

16  
17 ORDERED, ADJUDGED, AND DECREED that, in addition to the \$6,500,000 payment  
18 specified in Section V, Subpart A, above, and expressly conditioned upon the United States' payment  
19 of \$4,000,000 specified in Section IV above, the United States shall recover from Green Atlas and  
20 TMM, collectively, the additional sum of \$4,000,000 (Four Million Dollars and Zero Cents), without  
21 interest and without costs, in full and final settlement of the United States' past, present and future  
22 claims for natural resource damages against Green Atlas, TMM, Britannia, Morgado, SIGCo, and  
23 Taiheiyo pertaining to, or in any manner relating to, the Incident; it is further

24  
25 ORDERED, ADJUDGED, AND DECREED that within ten days after the United States  
26 makes the payment required by Section IV above, and upon the condition that the United States  
27



1 makes the said payment required by Section IV above, Green Atlas and TMM shall pay by FedWire  
2 Electronic Funds Transfer ("EFT") to the United States the foregoing sum specified in the  
3 immediately preceding paragraph (*i.e.*, \$4,000,000), said payment to be made in accordance with  
4 instructions from the Financial Litigation Unit of the United States Attorney's Office for the District  
5 of Oregon. Any payments received by the Department of Justice after 4:00 p.m. (Eastern time) will  
6 be credited on the next business day. Said payment shall include references to DOJ Case Number  
7 90-5-1-1-07301 and to USAO File Number 2001V00130. Green Atlas and TMM shall be liable for  
8 post-judgment interest on any amount not received by the United States by the date specified above,  
9 such interest to begin accruing on the said tenth day after the United States makes the payment  
10 required by Section IV above, and such interest to be calculated in accordance with the provisions  
11 of 28 U.S.C. § 1961; and it is further  
12

13  
14           ORDERED, ADJUDGED, AND DECREED that, because the aforementioned sum to be  
15 paid pursuant to Section V, Subsection B, above, is not intended to be representative of the full  
16 amount of natural resource damages claimed by the United States, nothing in this Consent Decree  
17 and Judgment shall be construed to preclude any agency of the United States from presenting a claim  
18 and recovering additional amounts from the Oil Spill Liability Trust Fund for uncompensated natural  
19 resource damages. In no event, however, shall any such claim by, or payment to, any agency of the  
20 United States, give rise to any right to, or claim by, the United States for further compensation for  
21 natural resource damages from Green Atlas, TMM, Britannia, Taiheiyo, Morgado or SIGCo  
22 pertaining to, or in any manner relating to, the Incident, all such past, present and future claims  
23 expressly having been resolved pursuant to the terms and provisions of this Consent Judgment and  
24 Decree.  
25  
26  
27  
28

1 **VI. CIVIL ADMINISTRATIVE PENALTY**  
2 **AND ADMINISTRATIVE ACTIONS**

3 Civil administrative penalty and administrative actions pertaining to, or in any manner  
4 relating to, the Incident, if any, against Green Atlas, TMM, Britannia, Morgado, SIGCo, and  
5 Taiheiyo have been compromised and settled by and between the parties hereto. Accordingly, based  
6 upon the undersigned consents of counsel, it is hereby  
7

8 ORDERED, ADJUDGED, AND DECREED that, as part of the foregoing settlement and this  
9 Consent Decree and Judgment herein, and subject to the conditions that the United States receives  
10 such payments required by Section V(A) herein (*i.e.*, \$6,500,000), Section V(B) herein (*i.e.*,  
11 \$4,000,000), and that the conditions in Section VIII herein are satisfied, any and all civil  
12 administrative penalty and administrative actions which the United States had, has, or in the future  
13 could have under the following statutes, or any section of the Code of Federal Regulations  
14 implementing the civil administrative penalty and administrative action provisions of said statutes,  
15 against Green Atlas, TMM, Britannia, Morgado, SIGCo, and Taiheiyo, pertaining to, or in any  
16 manner relating to, the Incident, shall be deemed settled and, if pending, shall be dismissed with  
17  
18  
19 prejudice:

- 20 i. Federal Water Pollution Control Act/Clean Water  
21 Act, 33 U.S.C. § 1251, *et seq.*, as amended by the Oil  
22 Pollution Act of 1990;
- 23 ii. Marine Mammal Protection Act, 16 U.S.C. § 1361, *et*  
24 *seq.*;
- 25 iii. Endangered Species Act, 16 U.S.C. § 1531, *et seq.*;
- 26 iv. Bald and Golden Eagle Protection Act, 16 U.S.C. §  
27 668, *et seq.*;
- 28

- 1 v. Marine Protection, Research, and Sanctuaries Act,  
2 Ocean Dumping Provisions, 33 U.S.C. § 1401, *et seq.*;
- 3 vi. 46 U.S.C. §§ 2301-2303, 46 U.S.C. § 2306, 46 U.S.C.  
4 §§ 6101-6103, 46 U.S.C. § 8702;
- 5 vii. Rivers and Harbors Act, 33 U.S.C. § 401, *et seq.*;
- 6 viii. National Marine Sanctuaries Act, 16 U.S.C. § 1431,  
7 *et seq.*;
- 8 ix. Clean Air Act, 42 U.S.C. § 7401, *et seq.*;
- 9 x. CERCLA, 42 U.S.C. § 9601, *et seq.*;
- 10 xi. Ports and Waterways Safety Act, 33 U.S.C. § 1236;
- 11 xii. Act to Prevent Pollution from Ships ("MARPOL"), 33  
12 U.S.C. § 1901, *et seq.*

13 **VII. COVENANTS NOT TO SUE BY UNITED STATES**

14 As part of the foregoing settlement and this Consent Decree and Judgment herein, and subject  
15 to the conditions that the United States receives such payments required by Section V(A) herein (*i.e.*,  
16 \$6,500,000), Section V(B) herein (*i.e.*, \$4,000,000), and that the conditions in Section VIII herein  
17 are satisfied, the United States covenants not to sue Green Atlas, TMM, Britannia, Morgado,  
18 Taiheiyo, or SIGCo on any civil claim or civil cause of action that the United States had, has or in  
19 the future could have pertaining to or in any manner relating to the Incident, including claims for  
20 natural resource damages resulting from the Incident.

22 **VIII. CONTINUED COOPERATION**

23 As part of the foregoing settlement, TMM and Green Atlas have identified to the United  
24 States a certain parcel of land which, pursuant to representations/opinions of persons retained as  
25 experts by TMM and Green Atlas, may be suitable as habitat for the restoration of marbled murrelets  
26  
27  
28

1 injured as a result of the Incident. For the six-month period beginning on February 13, 2004, TMM  
2 and Green Atlas shall fully cooperate with the United States in acquiring said parcel if, at the sole  
3 discretion of the United States, the United States determines that such acquisition is warranted. The  
4 purchase price of said parcel, and any acquisition related expenses, if so purchased, shall be the sole  
5 responsibility of the United States and, conversely, the purchase price of said parcel, and any  
6 acquisition related expenses and/or taxes shall not be the responsibility of plaintiffs, counterclaim  
7 defendants, or third-party defendants. If, following identification to the United States of said parcel  
8 of land, the acquisition of the said parcel does not occur for any reason, including, but not limited  
9 to, the United States' decision not to buy the said parcel or the seller's decision not to sell the said  
10 parcel, this Consent Decree and Judgment nevertheless shall remain in full force and effect.  
11  
12

13 **IX. RELATED LITIGATION**

14 The appellate rights and recoveries, if any, of the parties in *State of Oregon v. Green Atlas,*  
15 *TMM, and Taiheiyo Kaiun Co., Ltd.,* Case No. 01CV0383 (State of Oregon, County of Coos), are  
16 and shall remain the sole and exclusive property of said state court parties. Defendants in the federal  
17 court litigation captioned *Max & Lily Clausen, et al., v. Green Atlas, TMM, Taiheiyo, et al.,* Civil  
18 No. 00-6078-TC (D. Oregon) (the "Clausen case"), agree to make all payments, if any, required by  
19 any final, non-appealable judgment entered in the said Clausen case.  
20

21 **X. COSTS AND FEES**

22 Each of the parties herein shall bear its own costs, attorneys' fees, disbursements, and  
23 expenses.  
24

25 //

26 //

1 **XI. EFFECTIVE DATE**

2 The effective date of this Consent Decree and Judgment shall be the date upon which this  
3 Consent Decree and Judgment, after its execution by the Court, is entered on the Clerk's docket.  
4

5 **XII. RETENTION OF JURISDICTION**

6 This Court retains jurisdiction over both the subject matter of this Consent Decree and  
7 Judgment and the Settling Parties for the duration of the performance of the terms and provisions  
8 of this Consent Decree and Judgment for the purpose of enabling any of the Parties to apply to the  
9 Court at any time for such further order, direction, and relief as may be necessary or appropriate for  
10 the construction or modification of this Consent Decree and Judgment, or to effectuate or enforce  
11 compliance with its terms.  
12

13 **XIII. SIGNATORIES**

14 Each undersigned representative of a Settling Party to this Consent Decree and Judgment  
15 certifies that he or she is fully authorized to enter into the terms and conditions of this Consent  
16 Decree and Judgment and to execute and legally bind such Party to this document.  
17

18 **XIV. FINAL JUDGMENT**

19 Upon approval and entry of this Consent Decree and Judgment by the Court, this Consent  
20 Decree and Judgment shall constitute a final judgment between and among the United States, Green  
21 Atlas, TMM, Britannia, Morgado, Taiheiyo, and SIGCo in accordance with its terms. The Court  
22 finds that there is no just reason for delay and therefore enters this judgment as a final judgment  
23 under Federal Rules of Civil Procedure 54 and 58.  
24

25 //

26 //

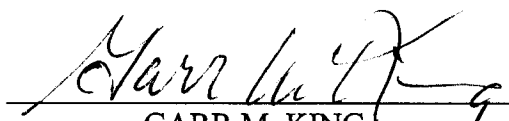
27

28

**XV. DISMISSAL**

1  
2 Within ten (10) days after the completion of all terms of this Consent Judgment and Decree  
3 herein, each of the parties shall file and serve such dismissals with prejudice of any and all such  
4 claims, counterclaims, third-party claims and actions ordered dismissed pursuant to the terms of this  
5 Consent Decree and Judgment herein.  
6

7 SO ORDERED THIS 7 DAY OF June, 2004.

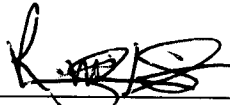
8  
9  
10   
11 GARR M. KING  
12 UNITED STATES DISTRICT JUDGE  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree and Judgment in the matter of  
2 *Green Atlas Shipping et al. v. United States of America*, No. CV01-156 KI (D. Oregon):  
3

4 FOR THE UNITED STATES OF AMERICA:

5  
6 Date: June 3, 2007

7 PETER D. KEISLER  
8 Assistant Attorney General  
9 KAREN J. IMMERGUT  
10 United States Attorney  
11 HERBERT C. SUNDBY, OSB 72257  
12 Assistant United States Attorney  
13 Chief, Civil Division  
14 PHILIP A. BERNS  
15 Attorney in Charge  
16 West Coast Office  
17 Torts Branch, Civil Division

18   
19 \_\_\_\_\_  
20 R. MICHAEL UNDERHILL  
21 Assistant Attorney in Charge  
22 Torts Branch, Civil Division  
23 U.S. Department of Justice

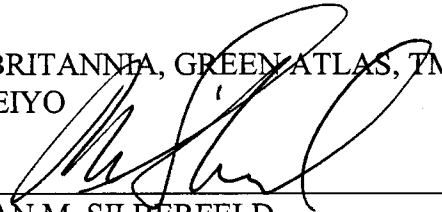
24 Date: May 27, 2007  
25 Acting

26 Kelly A Johnson  
27 ~~THOMAS L. SANSONETTI~~  
28 Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice  
Washington, D.C. 20530

29 Regina R. Belt  
30 \_\_\_\_\_  
31 REGINA R. BELT, Trial Attorney  
32 Environmental Enforcement Section  
33 Environment and Natural Resources Division  
34 U.S. Department of Justice  
35 801 B St., Suite 504  
36 Anchorage, AK 99501-3657

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR BRITANNIA, GREEN ATLAS, TMM, AND  
TAIHEIYO



---

ROMAN M. SILBERFELD  
Admitted Pro Hac Vice  
[Rmsilberfeld@rkmc.com](mailto:Rmsilberfeld@rkmc.com)  
Robins, Kaplan, Miller & Ciresi LLP  
2049 Century Park East #3700  
Los Angeles, California 90067  
Telephone: (310) 552-0130  
Facsimile: (310) 229-5800



**FOR SHIPOWNERS INSURANCE AND  
GUARANTEE CO., LTD.**



---

**RICHARD L. JARASHOW**  
**McGuire Woods, LLP**

**Attorneys for Shipowners Insurance and Guarantee Co.,  
Ltd.**

Richard L. Jarashow  
rjarashow@mcguirewoods.com  
McGuire Woods, LLP  
Park Avenue Tower  
65 East 55th Street  
New York, NY 10022-3219  
Telephone: (212) 418-0661  
Fax: (212) 715-6272

FOR BENJAMIN M MORGADO

A handwritten signature in black ink, appearing to read "Dean D. DeChaine", written over a horizontal line.

DEAN D. DeCHaine

Oregon State Bar No. 64025

dean.dechaine@millernash.com

Miller Nash LLP

111 S.W. Fifth Avenue, Suite 3400

Portland, Oregon 97204

Telephone: (503) 224-5858

FAX: (503) 224-0155

Of Attorneys for Benjamin M. Morgado

FOR BRITANNIA, GREEN ATLAS, TMM, AND  
TAIHEYO



---

EUGENE J. O'CONNOR

Admitted Pro Hac Vice

oconnor@frc-law.com

Fowler, Rodriguez & Chalos

366 Main Street

Port Washington, New York 11771

Telephone: (516) 767-3600

Facsimile: (516) 767-3605

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28