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

19 UNITED STATES OF AMERICA, *ex rel.*, )  
20 ARTHUR R. JAHR, III, et al., ANTHONY )  
SMITH, & DONALD K. WADSWORTH et al., )  
21 Plaintiffs, )  
22 v. )  
23 TETRA TECH EC, INC. )  
24 Defendant. )  
25 )

CASE NO: 3:13-CV-3835 JD  
RELATED ACTIONS: 3:16-CV-1106 JD  
3:16-CV-1107 JD

26 PARTIAL CONSENT DECREE  
27  
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**I. BACKGROUND**

1  
2 A. The United States of America (“United States” or “Plaintiff”), on behalf of the  
3 Department of the Navy (“DON”), filed a Second Amended Complaint against Tetra Tech EC,  
4 Inc. (“Tetra Tech EC” or “Settling Defendant”) in this matter pertaining to Settling Defendant’s  
5 activities at the Hunters Point Naval Shipyard Superfund Site (“Site” or “HPNS”). ECF 372.

6 B. Hunters Point is located in southeast San Francisco on a peninsula that extends  
7 east into the San Francisco Bay. Hunters Point was established as a commercial shipyard in  
8 1870. The Navy operated the shipyard from 1940 to 1974 and, during that time, it used Hunters  
9 Point to house the Naval Radiological Defense Laboratory and to decontaminate ships. In 1989,  
10 Hunters Point was placed on the National Priorities List (“NPL”) under the Comprehensive  
11 Environmental Response, Compensation and Liability Act (“CERCLA”), requiring a long-term  
12 cleanup plan. In 1991, the Base Realignment and Closure Commission (“BRAC”) recommended  
13 Hunters Point for closure.

14 C. The Navy, as the lead cleanup agency for HPNS, hired Tetra Tech EC to  
15 investigate radiological contamination at certain parcels of the Site and to perform the selected  
16 remedial work to address radiological contamination in those parcels. During the process of site  
17 investigation and remediation, Tetra Tech EC engaged in the process of surveying and sampling  
18 in a manner that the United States alleges resulted in the disposal of contaminated soil into  
19 trenches and other locations on the Site. Tetra Tech EC denies the United States’ allegations.

20 D. The Navy alleges it is required to complete the investigation and cleanup to  
21 comply with statutory and regulatory standards and alleges it cannot do so relying on Tetra Tech  
22 EC’s work. Accordingly, the Navy alleges that oversight agencies, the United States  
23 Environmental Protection Agency and California Department of Public Health, required the  
24 Navy to undertake a new site investigation and cleanup at the Site. This incurred response costs  
25 and will continue to incur response costs into the future as the investigation continues. Tetra  
26 Tech EC denies the Navy’s allegations.

27 E. The Second Amended Complaint asserted claims under the False Claims Act, 31  
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1 U.S.C. §§ 3729-33, common law causes of action including breach of contract and, as the Fifth  
2 Claim for Relief, a claim under Section 107 of CERCLA, as amended.

3 F. The Fifth Claim for Relief in the Second Amended Complaint, the CERCLA  
4 claim, seeks reimbursement of response costs incurred or to be incurred for response actions  
5 taken at or in connection with the release or threatened release of hazardous substances at the  
6 Site.

7 G. In its Fifth Claim for Relief, the United States alleges that Tetra Tech EC is liable  
8 pursuant to Sections 107(a)(2) and (4) as an operator of a facility at the time of the disposal of  
9 hazardous substances and as a transporter of hazardous substances for disposal. The United  
10 States alleges that, among other things, Tetra Tech EC disposed of soils that were contaminated  
11 with radionuclides above action levels in trenches in various locations at the Site. Tetra Tech EC  
12 denies the United States' allegations.

13 H. The Settling Defendant filed a Counterclaim against DON pursuant to Section  
14 113(f) of CERCLA, as amended, seeking contribution, equitable allocation of response costs  
15 incurred at the Site, equitable contribution, equitable indemnity, and declaratory relief. ECF 382.  
16 The Settling Defendant alleges that the Navy owned, operated, and contaminated Hunters Point  
17 during its operations at the Site. According to the Settling Defendant, the Counterclaim sought  
18 to include the United States, as the alleged entity responsible for contaminating Hunters Point, in  
19 an equitable allocation of the United States' alleged CERCLA costs. The Navy denies Tetra  
20 Tech EC's allegations.

21 I. This Consent Decree resolves only the Fifth Claim for Relief in the Second  
22 Amended Complaint and the Counterclaim asserted by Tetra Tech EC in its Answer and  
23 Counterclaim. It is styled as a "partial" consent decree because the First through Fourth Claims  
24 for Relief in the Second Amended Complaint are not addressed herein.

25 J. The United States and the Settling Defendant have negotiated this Consent Decree  
26 as part of a settlement to resolve the disputes between them in this action.

27 K. The Settling Defendant does not admit any liability to the United States arising  
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1 out of the transactions or occurrences alleged in the Second Amended Complaint, and the United  
2 States does not admit any liability to Settling Defendant arising out of the transactions or  
3 occurrences alleged in the Settling Defendant’s Counterclaim against the United States.

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

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

14 **II. JURISDICTION**

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

21 **III. PARTIES BOUND**

22 2. This Consent Decree is binding upon the United States and upon Settling  
23 Defendant and its successors and assigns. Any change in ownership or corporate or other legal  
24 status, including but not limited to, any transfer of assets or real or personal property, shall in no  
25 way alter the status or responsibilities of Settling Defendant under this Consent Decree.

26 **IV. DEFINITIONS**

27 3. Unless otherwise expressly provided in this Consent Decree, terms used in this  
28

1 Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA  
2 shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms  
3 listed below are used in this Consent Decree or its appendices, the following definitions shall  
4 apply:

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

7 “Consent Decree” shall mean this Consent Decree and any appendices attached hereto. In  
8 the event of conflict between this Consent Decree and any appendix, the Consent Decree shall  
9 control.

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

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

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

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

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

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

21 “Parties” shall mean the United States and Settling Defendant.

22 “Plaintiff” shall mean the United States.

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

24 “Settling Defendant” shall mean Tetra Tech EC.

25 “Site” shall mean Hunters Point Naval Shipyard Superfund Site as generally shown on  
26 the map included in Appendix A.

27 “United States” shall mean the United States of America and each department, agency,  
28

1 and instrumentality of the United States, including DON.

2 **V. STATEMENT OF PURPOSE**

3 4. By entering into this Consent Decree, the mutual objective of the Parties is for  
4 Settling Defendant to make a cash payment to resolve its alleged civil liability with regard to the  
5 Site under Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), as provided in  
6 the Covenants by Plaintiff in Section VIII, subject to the Reservations of Rights by United States  
7 in Section IX.

8 **VI. PAYMENT OF RESPONSE COSTS**

9 5. Payment by Settling Defendant of Response Costs. Within 30 days after the  
10 Effective Date, Settling Defendant shall pay to DON \$40,000,000 (forty million dollars) plus an  
11 additional sum for Interest on that amount calculated from the date of lodging through the date of  
12 payment, pursuant to instructions to be provided by Plaintiff after the Effective Date.

13 6. Settling Defendant shall make payment by Fedwire Electronic Funds Transfer  
14 (“EFT”) in accordance with instructions provided to Settling Defendant by the Financial  
15 Litigation Unit (“FLU”) of the U.S. Attorney’s Office for the Northern District of California  
16 after the Effective Date. The payment instructions provided by the FLU will include a  
17 Consolidated Debt Collection System (“CDCS”) Number, and DJ Number 90-11-3-12345,  
18 which shall be used to identify all payments required to be made in accordance with this Consent  
19 Decree. The FLU will provide the payment instructions to:

20 Andrew Bolt  
21 1230 Columbia Street, Suite 750  
22 San Diego, CA 92101  
[Andrew.Bolt@tetrattech.com](mailto:Andrew.Bolt@tetrattech.com)  
23 619-471-3510

24 on behalf of Settling Defendant. Settling Defendant may change the individual to receive  
25 payment instructions on their behalf by providing written notice of such change to DOJ and  
26 DON in accordance with Section XIV (Notices and Submissions).

27 7. **Deposit of Payment.** The total amount to be paid pursuant to Paragraph 5 shall be  
28 deposited into the DON BRAC Account.

1           8.     **Notice of Payment.** At the time of payment, Settling Defendant shall send to  
2 DON and DOJ, in accordance with Section XIV (Notices and Submissions), a notice of this  
3 payment including references to the CDCS Number, and DJ Number 90-11-3-12345.

4                   **VII.    FAILURE TO COMPLY WITH CONSENT DECREE**

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

8           **10.    Stipulated Penalty**

9           a.     If any amounts due under Paragraph 5 (Payment by Settling Defendant for  
10 Response Costs) are not paid by the required date, Settling Defendant shall be in violation of this  
11 Consent Decree and shall pay, as a stipulated penalty, in addition to the Interest required,  
12 \$25,000 per violation per day that such payment is late.

13           b.     Stipulated penalties are due and payable within 30 days after the date of  
14 the demand for payment of the penalties by DON. Settling Defendant shall make all payments as  
15 set forth in Paragraph 7, except that the transmittal letter shall state that the payment is for  
16 stipulated penalties.

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

23           11.    If the United States brings an action to enforce this Consent Decree, Settling  
24 Defendant shall reimburse the United States for all costs of such action, including but not limited  
25 to costs of attorney time.

26           12.    Payments made under this Section shall be in addition to any other remedies or  
27 sanctions available to Plaintiff by virtue of Settling Defendant's failure to comply with the  
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1 requirements of this Consent Decree.

2 13. Notwithstanding any other provision of this Section, the United States may, in its  
3 unreviewable discretion, waive payment of any portion of the stipulated penalties that have  
4 accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse  
5 Settling Defendant from payment as required by Section VI (Payment of Response Costs) or  
6 from performance of any other requirements of this Consent Decree.

7 **VIII. COVENANTS BY UNITED STATES**

8 14. **Covenants for Settling Defendant by United States.** Except as specifically  
9 provided in Section IX (Reservation of Rights by United States), the United States covenants not  
10 to sue or to take administrative action against Settling Defendant pursuant to Sections 106 and  
11 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to the Site. With respect to  
12 present and future liability, these covenants shall take effect upon the Effective Date. These  
13 covenants are conditioned upon the satisfactory performance by Settling Defendant of its  
14 obligations under this Consent Decree. These covenants extend only to Settling Defendant and  
15 do not extend to any other person.

16 **IX. RESERVATIONS OF RIGHTS BY UNITED STATES**

17 15. The United States reserves, and this Consent Decree is without prejudice to, all  
18 rights against Settling Defendant with respect to all matters not expressly included within  
19 Paragraph 14 (Covenants for Settling Defendant by United States). Notwithstanding any other  
20 provision of this Consent Decree, the United States reserves all rights against Settling Defendant  
21 with respect to:

22 a. liability for failure of Settling Defendant to meet a requirement of this  
23 Consent Decree;

24 b. criminal liability;

25 c. liability for damages for injury to, destruction of, or loss of natural  
26 resources, and for the costs of any natural resource damage assessments;

27 d. liability based on Settling Defendant's transportation, treatment, storage,  
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1 or disposal, or arrangement for transportation, treatment, storage, or disposal of a hazardous  
2 substance or a solid waste at or in connection with the Site, after signature of this Consent  
3 Decree by Settling Defendant; and

4 e. liability arising from the past, present, or future disposal, release or threat  
5 of release of a hazardous substance, pollutant, or contaminant outside of the Site.

6 **X. COVENANTS BY SETTLING DEFENDANT**

7 16. Covenants by Settling Defendant. With the exception of the following Contract  
8 Disputes Act (“CDA”) claims: (1) ASBCA Docket Nos. 62449 and 62450, and (2) future CDA  
9 claims limited to the recovery of costs under FAR 31.205-47 or otherwise allowable incurred in  
10 connection with the defense of pending non-intervened claims asserted by Relators with respect  
11 to Hunters Point, Settling Defendant covenants not to sue and agrees not to assert any claims or  
12 causes of action against the United States or its employees, with respect to the Site and this  
13 Consent Decree, including but not limited to:

14 a. any direct or indirect claim for reimbursement from the EPA Hazardous  
15 Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111,  
16 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other  
17 provision of law;

18 b. any claim arising out of response actions at or in connection with the Site,  
19 including any claim under the United States Constitution, the California Constitution, the Tucker  
20 Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or

21 c. any claim pursuant to Sections 107 or 113 of CERCLA, 42 U.S.C.  
22 §§ 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law relating to the  
23 Site.

24 17. Except as provided in Paragraph 23 (res judicata and other defenses), the  
25 covenants in this Section shall not apply in the event the United States brings a cause of action or  
26 issues an order pursuant to any of the reservations in Section IX (Reservations of Rights by  
27 United States), other than in Paragraph 15.a (liability for failure to meet a requirement of the  
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1 Consent Decree) or 15.b (criminal liability), but only to the extent that Settling Defendant’s  
2 claims arise from the same response action or response costs that the United States is seeking  
3 pursuant to the applicable reservation.

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

7 **XI. EFFECT OF SETTLEMENT/CONTRIBUTION**

8 19. Nothing in this Consent Decree shall be construed to create any rights in, or grant  
9 any cause of action to, any person not a Party to this Consent Decree. Except as provided in  
10 Section X (Covenants by Settling Defendant), each of the Parties reserves any and all rights  
11 (including, but not limited to, under Section 113 of CERCLA, 42 U.S.C. § 9613), defenses,  
12 claims, demands, and causes of action that it may have with respect to any matter, transaction, or  
13 occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this  
14 Consent Decree diminishes the right of the United States, pursuant to Section 113(f)(2) and (3)  
15 of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional  
16 response costs or response action and to enter into settlements that give rise to contribution  
17 protection pursuant to Section 113(f)(2).

18 20. The Parties agree, and by entering this Consent Decree this Court finds, that this  
19 Consent Decree constitutes a judicially-approved settlement pursuant to which the Settling  
20 Defendant has, as of the Effective Date, resolved liability to the United States within the  
21 meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and is entitled, as of the  
22 Effective Date, to protection from contribution actions or claims as provided by Section  
23 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in  
24 this Consent Decree. The “matters addressed” in this Consent Decree are all response actions  
25 taken or to be taken and all response costs incurred or to be incurred, at or in connection with the  
26 Site, by the United States or any other person, except for the State; provided, however, that if the  
27 United States exercises rights under the reservations in Section IX (Reservations of Rights by  
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1 United States), other than in Paragraph 15.a (liability for failure to meet a requirement of the  
2 Consent Decree) or 15.b (criminal liability), the “matters addressed” in this Consent Decree will  
3 no longer include those response costs or response actions.

4 21. The Parties further agree, and by entering this Consent Decree this Court finds,  
5 that the complaint filed by the United States in this action is a civil action within the meaning of  
6 Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this Consent Decree constitutes  
7 a judicially-approved settlement pursuant to which the Settling Defendant has, as of the Effective  
8 Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of  
9 CERCLA, 42 U.S.C. § 9613(f)(3)(B).

10 22. The Settling Defendant shall, with respect to any suit or claim brought by it for  
11 matters related to this Consent Decree, notify DON and DOJ in writing no later than 60 days  
12 prior to the initiation of such suit or claim. The Settling Defendant also shall, with respect to any  
13 suit or claim brought against it for matters related to this Consent Decree, notify DON and DOJ  
14 in writing within 10 days after service of the complaint or claim upon it. In addition, the Settling  
15 Defendant shall notify DON and DOJ within 10 days after service or receipt of any Motion for  
16 Summary Judgment, and within 10 days after receipt of any order from a court setting a case for  
17 trial, for matters related to this Consent Decree. This Paragraph shall not apply to existing  
18 ongoing civil litigation in the United States District Court for the Northern District of California  
19 related to Hunters Point, as listed in footnote 1.<sup>1</sup>

20 23. In any subsequent administrative or judicial proceeding initiated by the United  
21 States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling  
22 Defendant shall not assert, and may not maintain, any defense or claim based upon the principles  
23 of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses  
24 based upon any contention that the claims raised by the United States in the subsequent

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26 <sup>1</sup> *Pennington v. Tetra Tech et al.*, Case No. 3:18-cv-05330-JD; *Kevin Abbey v. Tetra Tech, et al.*, Case No. 3:19-cv-  
27 07510-JD; *Bayview Hunters Point Residents v. Tetra Tech et al.*, Case No. 3:19-cv-01417-JD; *Five Point Holdings*  
28 *v. Tetra Tech et al.*, Case No. 3:20-cv-01481-JD; *CPHP Development v. Tetra Tech et al.*, Case No. 3:20-cv-01485-  
JD; *Tetra Tech EC, Inc., v. CH2M Hill, Inc., et al.*, Case No. 3:20-cv-04704-JD.

1 proceeding were or should have been brought in the instant case; provided, however, that nothing  
2 in this Paragraph affects the enforceability of the Covenants by Plaintiff set forth in Section VIII.

3 **XII. ACCESS TO INFORMATION**

4 24. The Parties acknowledge that significant discovery has occurred in this matter and  
5 the United States has access to such discovery. Settling Defendant shall provide to DON, upon  
6 request, copies of all unproduced records, reports, documents, and other information (including  
7 records, reports, documents and other information in electronic form) (hereinafter referred to as  
8 “Records”) within their possession or control or that of their contractors or agents relating to  
9 activities at the Site, including, but not limited to, sampling, analysis, chain of custody records,  
10 manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other  
11 documents or information regarding the Site.

12 25. **Privileged and Protected Claims**

13 a. Settling Defendant may assert that all or part of a Record is privileged or  
14 protected as provided under federal law, provided they comply with Paragraph 25.b, and except  
15 as provided in Paragraph 25.c.

16 b. If Settling Defendant asserts a claim of privilege or protection, they shall  
17 provide DON with the following information regarding such Record: its title; its date; the name,  
18 title, affiliation (e.g., company or firm), and address of the author, each addressee, and of each  
19 recipient; a description of the Record’s contents; and the privilege or protection asserted. If a  
20 claim of privilege or protection applies only to a portion of a Record, Settling Defendant shall  
21 provide the record to DON in redacted form to mask the privileged or protected information  
22 only. Settling Defendant shall retain all Records that they claim to be privileged or protected  
23 until DON has had a reasonable opportunity to dispute the privilege or protection claim and any  
24 such dispute has been resolved in the Settling Defendant’s favor.

25 c. Settling Defendant may make no claim of privilege or protection  
26 regarding:

27 (i) any data regarding the Site, including but not limited to, all  
28

1 sampling, analytical, monitoring, hydrogeologic, scientific, chemical,  
2 radiological, or engineering data, or the portion of any other Record that  
3 evidences conditions at or around the Site; or

4 (ii) the portion of any Record that Settling Defendant is required to  
5 create or generate pursuant to this Consent Decree.

6 26. **Business Confidential Claims.** Settling Defendant may assert that all or part of a  
7 Record submitted to DON under this Section or Section XIII (Retention of Records) is business  
8 confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA,  
9 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Settling Defendant shall segregate and clearly  
10 identify all Records or parts thereof submitted under this Consent Decree for which Settling  
11 Defendant asserts a business confidentiality claim. Records that Settling Defendant claims to be  
12 confidential business information will be accorded the protection specified in 40 C.F.R. Part 2,  
13 Subpart B. If no claim of confidentiality accompanies Records when they are submitted to DON,  
14 or if DON has notified Settling Defendant that the Records are not confidential under the  
15 standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be  
16 given access to such Records without further notice to Settling Defendant.

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

### 20 XIII. RETENTION OF RECORDS

21 28. Until 10 years after the Effective Date, the Settling Defendant shall preserve and  
22 retain all non-identical copies of Records now in its possession or control, or that come into its  
23 possession or control, that relate in any manner to its alleged liability under CERCLA with  
24 respect to the Site. Settling Defendant must retain, in addition, all Records that relate to the  
25 liability of any other person under CERCLA with respect to the Site. Each of these requirements  
26 shall apply regardless of any corporate retention policy to the contrary.

27 29. At the conclusion of the document retention period, Settling Defendant shall  
28

1 notify DON and DOJ at least 90 days prior to the destruction of any such Records, and, upon  
2 request by DON, except as provided in Paragraph 25 (Privileged and Protected Claims), Settling  
3 Defendant shall deliver such Records to DON.

4 30. The Settling Defendant certifies individually that, to the best of its knowledge and  
5 belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise  
6 disposed of any Records (other than identical copies) relating to its alleged potential liability  
7 regarding the Site since notification of alleged potential liability by the United States or the State  
8 and that it has fully complied with any and all DON requests for information regarding the Site  
9 pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and  
10 9622(e)(3)(B), Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

11 **XIV. NOTICES AND SUBMISSIONS**

12 31. Whenever, under the terms of this Consent Decree, notice is required to be given  
13 or a document is required to be sent by one Party to another, it shall be directed to the individuals  
14 at the addresses specified below, unless those individuals or their successors give notice of a  
15 change to the other Parties in writing. Except as otherwise provided, notice to a Party by email in  
16 accordance with this Section satisfies any notice requirement of this Consent Decree regarding  
17 such Party. Notice and submittals to DON shall be provided both by email and by regular mail.

18 **As to DOJ:** [eescdcopy@usdoj.gov](mailto:eescdcopy@usdoj.gov)  
19 [mailprocessing\\_eds.enrd@usdoj.gov](mailto:mailprocessing_eds.enrd@usdoj.gov)  
20 Re: DJ # 90-11-3-12345

21 **As to DON:** Anthony Megliola  
22 Director, BRAC Program Management Office West  
23 33000 Nixie Way, Building 50  
24 San Diego, CA 92147  
25 [anthony.megliola.civ@us.navy.mil](mailto:anthony.megliola.civ@us.navy.mil)  
26 Michael Tencate  
27 Assistant Director, Affirmative Environmental Claims  
28 Navy Litigation Office  
720 Kennon St SE  
Washington Navy Yard, DC 20374-5013  
[Michael.d.tencate.civ@us.navy.mil](mailto:Michael.d.tencate.civ@us.navy.mil)

1 **As to Settling Defendant:** Davina Pujari  
2 Wilmer Cutler Pickering Hale & Dorr  
3 [Davina.Pujari@wilmerhale.com](mailto:Davina.Pujari@wilmerhale.com)

4 **XV. RETENTION OF JURISDICTION**

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

7 **XVI. INTEGRATION/APPENDIX**

8 33. This Consent Decree and its appendix constitutes the final, complete, and  
9 exclusive Consent Decree and understanding among the Parties with respect to the settlement  
10 embodied in this Consent Decree. The Parties acknowledge that there are no representations,  
11 agreements, or understandings relating to the settlement other than those expressly contained in  
12 this Consent Decree. The following appendix is attached to and incorporated into this Consent  
13 Decree: "Appendix A" is the map of the Site.

14 **XVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

15 34. This Consent Decree shall be lodged with the Court for a period of at least  
16 30 days for public notice and comment. The United States reserves the right to withdraw or  
17 withhold its consent if the comments regarding the Consent Decree disclose facts or  
18 considerations that indicate that this Consent Decree is inappropriate, improper, or inadequate.  
19 Settling Defendant consents to the entry of this Consent Decree without further notice

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

23 **XVIII. SIGNATORIES/SERVICE**

24 36. Each undersigned representative of the Settling Defendant and the Associate  
25 Attorney General, U.S. Department of Justice, or his or her designee, certifies that he or she is  
26 authorized to enter into the terms and conditions of this Consent Decree and to execute and bind  
27 legally such Party to this document.



1 37. The Settling Defendant agrees not to oppose entry of this Consent Decree by this  
2 Court or to challenge any provision of this Consent Decree, unless the United States has notified  
3 Settling Defendant in writing that it no longer supports entry of the Consent Decree.

4 38. The Settling Defendant shall identify, on the attached signature page, the name  
5 and address of an agent who is authorized to accept service of process by mail on behalf of that  
6 Party with respect to all matters arising under or relating to this Consent Decree. Settling  
7 Defendant agrees to accept service in that manner and to waive the formal service requirements  
8 set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this  
9 Court, including but not limited to, service of a summons.

10 **XIX. FINAL JUDGMENT**

11 39. Upon entry of this Consent Decree by the Court, this Consent Decree shall  
12 constitute the final judgment between and among the United States and the Settling Defendant  
13 regarding the Fifth Claim for Relief in the Second Amended Complaint. The Court finds that  
14 there is no just reason for delay and therefore enters this judgment as a final judgment under Fed.  
15 R. Civ. P. 54 and 58.

16  
17 SO ORDERED THIS \_\_\_ DAY OF \_\_\_\_\_, 2025

18  
19  
20 \_\_\_\_\_  
21 JAMES DONATO  
22 United States District Judge  
23  
24  
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27  
28

1 Signature Page for Consent Decree between United States and Tetra Tech EC in the matter of:  
2 UNITED STATES OF AMERICA, *ex rel.*, ARTHUR R. JAHR, III, et al., v. Tetra Tech EC, Inc.  
3 Case No.: 3:13-CV-3835 JD  
4

5 **FOR THE UNITED STATES OF AMERICA**  
6

7  
8 KATHERINE E. KONSCHNIK  
9 Acting Assistant Attorney General  
10 U.S. Department of Justice  
11 Environment and Natural Resources Division  
12 Environmental Enforcement Section  
13 Washington, D.C. 20530

14 Date: 1/17/25



15 ELISE S. FELDMAN  
16 Senior Counsel  
17 U.S. Department of Justice  
18 Environment and Natural Resources Division  
19 Environmental Enforcement Section  
20 450 Golden Gate Avenue  
21 Suite 07-6714  
22 San Francisco, CA 94102

23 STEVE O'ROURKE  
24 KAYCI HINES  
25 SHEILA MCANANEY  
26 Attorneys  
27 U.S. Department of Justice  
28 Environment and Natural Resources Division  
Environmental Enforcement Section  
P.O. Box 7611  
Washington, D.C. 20044

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2 UNITED STATES OF AMERICA, *ex rel.*, ARTHUR R. JAHR, III, et al., v. Tetra Tech EC, Inc.  
3 Case No.: 3:13-CV-3835 JD  
4

5 **FOR THE DEPARTMENT OF THE NAVY**  
6

7  
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9 Dated

15 Jan 2025



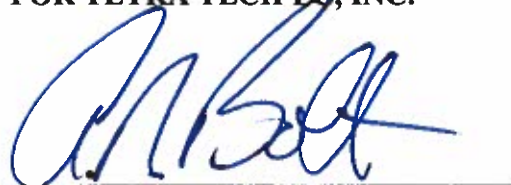
KARNIG H. OHANNESSIAN  
Deputy Assistant Secretary of the Navy  
(Environment and Mission Readiness)  
U.S. Department of the Navy  
1000 Navy Pentagon Way  
Washington, D.C. 20350-1000

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Signature Page for Consent Decree between United States and Tetra Tech EC in the matter of:  
UNITED STATES OF AMERICA, *ex rel.*, ARTHUR R. JAHR, III, et al., v. Tetra Tech EC, Inc.  
Case No.: 3:13-CV-3835 JD

**FOR TETRA TECH EC, INC.**

Dated 1/15/2025



Andrew Bolt  
Tetra Tech EC, Inc.