

EXHIBIT 1

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

GOVERNMENT OF GUAM, :
 :
 Plaintiff and Counter-defendant, :
 :
 v. : Case No. 1:17-cv-2487
 :
 UNITED STATES OF AMERICA : Hon. Jia M. Cobb
 :
 Defendant and Counter-claimant. :

PARTIAL CONSENT DECREE

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA
Case No. 1:17-cv-2487
Hon. Jia M. Cobb
September 22, 2023





OFFICE OF LEGAL COUNSEL

Ukusan 1 Maja Iragan Guahan Office of the Governor

Date: 6/13/23

Time: 10:02 am

Received By: BSA

I. BACKGROUND

A. The Government of Guam (“Guam”) filed a Complaint and an Amended Complaint in this matter on March 2, 2017 and May 19, 2017 (Dkt Nos. 1 and 7), respectively, asserting claims against the United States of America, including, *inter alia*, the Departments of Interior, Defense, Army, Navy, and Air Force (“United States”) pursuant to Sections 107 and 113 of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. §§ 9607 and 9613, and 28 U.S.C. §§ 1331 and 2201, seeking recovery of past and future costs that Guam has incurred or will incur for response actions taken at or in connection with the Ordot Dump in Guam.

B. The United States responded to Guam’s Amended Complaint and counterclaimed against Guam on October 15, 2018 (Dkt No. 39), pursuant to CERCLA Sections 107 and 113, 42 U.S.C. §§ 9607 and 9613, seeking an equitable allocation and recovery of past and future costs the United States has incurred or will incur for response actions taken at or in connection with the Ordot Dump in Guam. Guam responded to the United States’ counterclaim and asserted its own counterclaim on November 5, 2018 (Dkt No. 43), pursuant to CERCLA Section 113, 42 U.S.C. § 9613, seeking an equitable allocation of any costs recovered or recoverable pursuant to United States’ counterclaim. The United States responded to Guam’s counterclaim on November 28, 2018 (Dkt No. 46).

C. The United States and Guam (“Settling Parties”) do not admit any liability arising out of the transactions or occurrences alleged in this matter.

D. The United States and Guam (“Settling Parties”) desire to enter into this Consent Decree to have a full and final resolution of any and all claims that were, could now be, or hereafter have been asserted by either Settling Party against the other in connection with the Matters Addressed, and to avoid the complication and expense of further litigation of such claims.

E. The Settling Parties agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Settling Parties in good faith and at arm’s length, that settlement of Matters Addressed between the Settling Parties without further litigation and without the admission or adjudication of any issue of fact or law will avoid prolonged and complicated litigation between the Settling Parties, and that this Consent Decree is fair, reasonable, in the public interest, and consistent with CERCLA.

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

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9607 and 9613, and also has personal jurisdiction over the Settling Parties. Solely for the purposes of this Consent Decree and the underlying pleadings, the Settling Parties waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District.

III. PARTIES BOUND

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

IV. DEFINITIONS

3. Unless otherwise expressly provided in this Consent Decree, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree, the following definitions shall apply:

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

“Complaint” and “Amended Complaint” shall mean the complaints filed by Guam in this matter on March 2, 2017 and May 19, 2017, Docket Nos. 1 and 7.

“Consent Decree” shall mean this partial Consent Decree and its Appendix A.

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

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

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

“EPA” shall mean the U.S. Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

“Guam” shall mean the Government of Guam and each department, agency, and instrumentality of the Government of Guam.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“Matters Addressed” shall mean any and all claims for Past Response Costs under any provision of federal, state or common law, including but not limited to CERCLA, state statute or regulation, contract, torts, equity or common law that were, could now be, or hereafter could be asserted by the Settling Parties against one another arising out of or in connection with the release or threatened release of Hazardous Substances at the Ordot Dump incurred prior to August 10, 2022.

“National Contingency Plan” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Natural Resource Damages” shall mean damages for injury to, destruction of, or loss of natural resources resulting from a release or threatened release of Hazardous Substances. Natural Resource Damages include the reasonable costs of assessing damages to natural resources, restoring injured resources to their baseline condition, and compensation for the interim loss of injured resources pending recovery.

“Ordot Dump” shall mean the Ordot Landfill Superfund Site, encompassing approximately 23 acres, located in the municipalities of Ordot Chalan-Pago, Yona, and Asan, Guam, on Lots 3390-R2 and 3434 Ordot Chalan-Pago & Yona; Lot 450-5 Asan; and Lots 37, 38, and 39, Tract 198, Asan; as generally shown on the map included in Appendix A, and any area where Hazardous Substances released from Ordot Dump prior to August 10, 2022 have come to be located.

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

“Past EPA Response Costs” shall mean all costs, including but not limited to direct and indirect costs, incurred by EPA or DOJ on behalf of EPA prior to August 10, 2022 that are related to the cleanup of, response to, or the corrective action or closure associated with a release or threatened release of Hazardous Substances at, from, or related to the Ordot Dump, including accrued Interest on all such costs prior to August 10, 2022.

“Past Response Costs” shall mean all costs, including but not limited to direct and indirect costs, incurred by Guam or the United States (other than Past EPA Response Costs) prior to August 10, 2022 that are related to the cleanup of, response to, or the corrective action or closure associated with a release or threatened release of Hazardous Substances at, from, or related to the Ordot Dump, including accrued Interest on all such costs prior to August 10, 2022.

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

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States.

V. PAYMENT

4. Payment by United States for Past Response Costs.

a. As soon as reasonably practicable after the Effective Date, the United States shall pay to Kelley Drye & Warren LLP f/b/o Treasurer of Guam \$48,900,000.00 (forty-eight million nine-hundred thousand dollars), which shall resolve the United States’ alleged liability to Guam for Matters Addressed. DOJ will request payment of this amount from the United States Department of the Treasury as soon as is practicable after the Effective Date. Such payment shall be made by Automated Clearinghouse (“ACH”) Electronic Funds Transfer into the client trust account at Kelley Drye & Warren LLP in accordance with instructions provided by Guam’s counsel to counsel for the United States.

b. In the event that the payment is not made within one hundred twenty (120) days after the Effective Date, Interest on the unpaid balance shall be due and owing by the United States, with such Interest commencing on one hundred twenty-first (121st) day after the Effective Date and accruing through the date of the payment. In the event that the United States cannot make the payment due to an error in the payment information provided by Guam, any time limits for said payment shall be tolled until the correct account information is transmitted to the United States.

c. The Parties to this Consent Decree recognize and acknowledge that all payment obligations of the United States under this Consent Decree can only be paid from appropriated funds legally available for such purpose. Nothing in this Consent Decree shall be interpreted or construed as a commitment or requirement that the United States obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable federal law, regulation or requirement.

VI. COVENANTS

5. Upon the Effective Date, the Settling Parties forever release, discharge, covenant not to sue, and agree not to assert any claims, causes of action, suits, administrative actions, or demands of any kind whatsoever in law or in equity which either Settling Party may have had, or hereafter have, against the other Settling Party with respect to Matters Addressed, including but not limited to claims under Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607, 9613; Section 7002 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6972; tort claims; and contract claims. The covenants in this paragraph do not apply to any claim or cause of action brought, or order issued, after the Effective Date to the extent such claim, cause of action, or order is within the scope of a reservation under ¶ 7 hereof.

6. The Settling Parties warrant and represent that they have made no assignment or transfer of all or any part of their rights arising out of or relating to Matters Addressed. For purposes of this section, “assignment or transfer” shall not be deemed to include any assignments, transfers, or acquisitions that have occurred prior to or during the course of this litigation; provided, however, that the Settling Parties give written notice of such assignment or transfer before the Effective Date, and that the parties to any such assignment or transfer have acknowledged or agreed, in writing, to be bound by the terms of this Consent Decree.

7. For the sake of clarity, each Settling Party specifically reserves its rights to assert claims against the other Settling Party for Natural Resource Damages, and the covenants in Paragraph 5 do not negate or limit such claims or actions. Notwithstanding any other provisions of this Consent Decree, the Settling Parties also retain all authority and reserves all rights to take any and all future response actions otherwise authorized or required by law at the Ordod Dump.

VII. EFFECT OF SETTLEMENT/CONTRIBUTION

8. This Consent Decree was negotiated and executed by the Settling Parties in good faith and at arms’ length and is a fair and equitable compromise of claims, which were vigorously contested. This Consent Decree shall not constitute or be construed as an admission of liability or adjudication of any issue of fact or law by the Settling Parties. Nor is it an admission or denial of any factual allegations set out in any of the pleadings in this action or an admission of violation of any law, rule, regulation, or policy by the Settling Parties.

9. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Settling Party to this Consent Decree. The Settling Parties expressly reserve any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that they may have against any person not a Settling Party hereto with respect to any matter, transaction, or occurrence relating in any way to the Matters Addressed.

10. The Settling Parties agree, and by entering this Consent Decree this Court finds, that the Settling Parties are entitled under Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and any other applicable provision of law, whether statutory or common law, to protection from claims for contribution arising out of or in connection with the Matters Addressed.

VIII. NOTICES AND SUBMISSIONS

11. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one Settling Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Party in writing. Except as otherwise provided, notice to a Settling Party by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of the Consent Decree regarding such Settling Party.

As to DOJ or the United States:

Chief
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-11-6-20885

Chief
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Enforcement Section
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-5-1-1-06658/1

As to Guam:

Government of Guam
c/o William J. Jackson
Kelley Drye & Warren LLP
515 Post Oak Blvd., Suite 900
Houston, Texas 77027
bjackson@kelleydrye.com

IX. RETENTION OF JURISDICTION

12. This Court shall retain jurisdiction over the Matters Addressed in this Consent Decree for the purpose of interpreting and enforcing the terms of this Consent Decree.

X. SIGNATORIES/SERVICE

13. Each undersigned representative of Guam and the signatory for the DOJ certify that they are fully authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally the Settling Parties to this Consent Decree.

14. The Settling Parties agree not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless either Settling Party has notified the other Settling Party in writing that it no longer supports entry of the Consent Decree. The Settling Parties agree not to challenge the Court's jurisdiction to enter and enforce this Consent Decree.

XI. GENERAL PROVISIONS

15. This Consent Decree constitutes the final, complete and exclusive agreement and understanding among the Settling Parties with respect to the settlement embodied in this Consent Decree. The Settling Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

16. Any paragraph or subparagraph headings or section titles in this Consent Decree are provided solely as a matter of convenience to the reader and shall not be construed to alter the meaning of any paragraph or provisions of this Consent Decree.

17. This Consent Decree shall be governed and interpreted in accordance with federal law.

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

19. This Consent Decree may be executed in original counterparts, all of which together shall be deemed to constitute one Consent Decree. The execution of one counterpart by either Settling Party shall have the same force and effect as if that Settling Party had signed all other counterparts.

20. This Consent Decree shall not be admitted into evidence or admissible as evidence in any action or proceeding other than the above-captioned action in which this Consent Decree is entered, except for the following:

- a. An action, cross-claim, or counterclaim brought by Guam or the United States to enforce this Consent Decree; and
- b. Any proceeding where either Settling Party seeks to establish that it is entitled to protection from claims under this Consent Decree.

XII. FINAL JUDGMENT AS TO MATTERS ADDRESSED

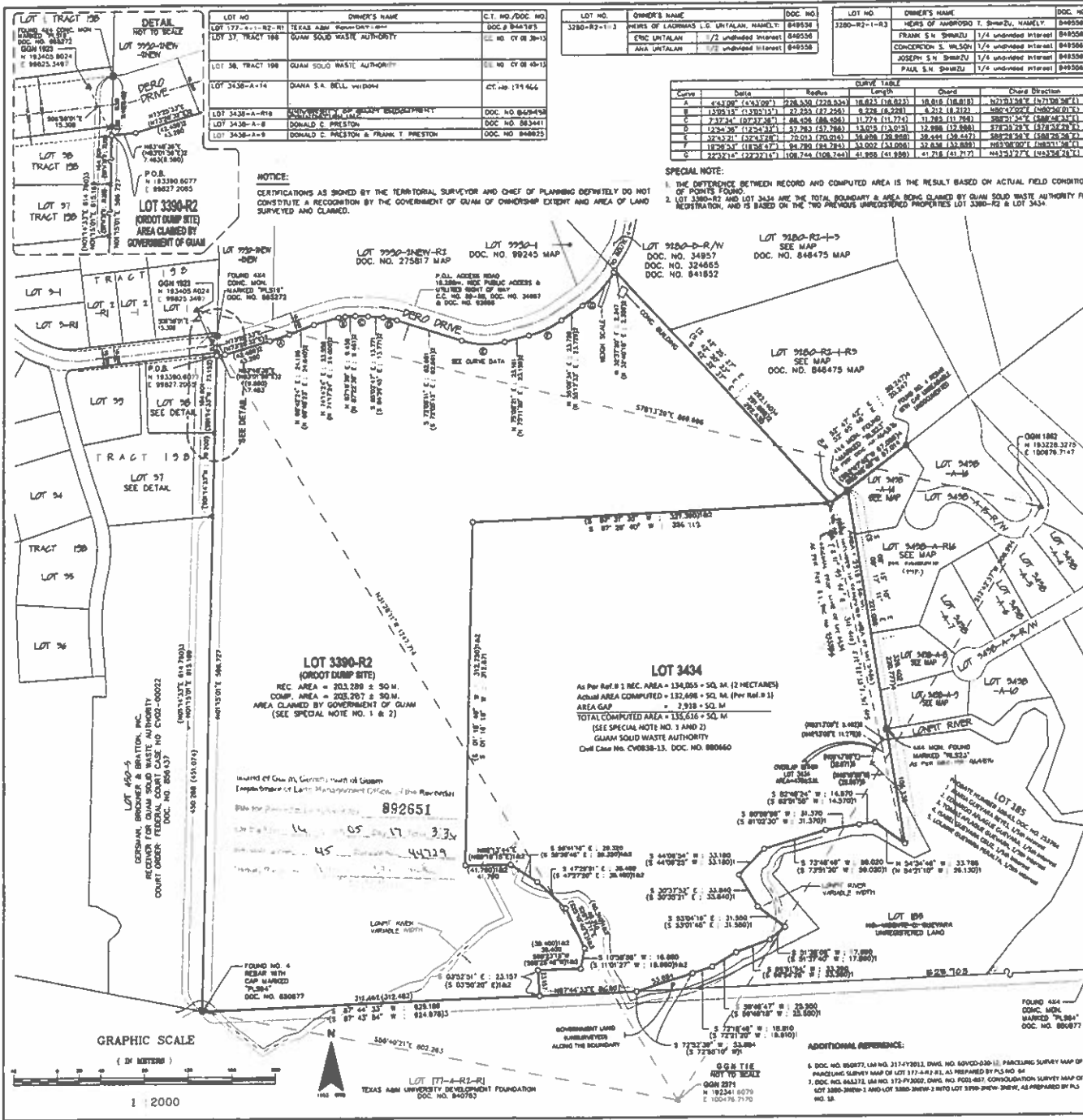
21. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment as to Guam and the United States, for the Matters Addressed. The

Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS ___ DAY OF _____, 2023.

Hon. Jia M. Cobb
United States District Judge

APPENDIX A



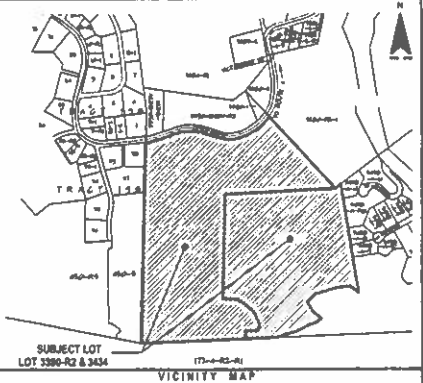
LOT NO.	OWNER'S NAME	DOC. NO.
LOT 177-A-1-R2-R1	TEXAS A&M UNIVERSITY	DOC. # 846185
LOT 37, TRACT 198	GUAM SOLID WASTE AUTHORITY	DOC. NO. 01 08 30-15
LOT 38, TRACT 198	GUAM SOLID WASTE AUTHORITY	DOC. NO. 01 08 30-15
LOT 3430-A-14	DIANA S.A. BELL WIDOW	LOT NO. 174 466
LOT 3430-A-16	UNIVERSITY OF GUAM ENDOWMENT	DOC. NO. 864949
LOT 3430-A-8	DONALD C. PRESTON	DOC. NO. 863441
LOT 3430-A-9	DONALD C. PRESTON & FRANK T. PRESTON	DOC. NO. 848825

LOT NO.	OWNER'S NAME	DOC. NO.
3380-R2-1-3	MRS. DE LA ROSA L.D. UYALAN, NAMED	849558
	ERIC UYALAN / 2 Undivided Interest	849558
	ANA UYALAN / 2 Undivided Interest	849558

LOT NO.	OWNER'S NAME	DOC. NO.
3380-R2-1-3	MRS. DE LA ROSA L.D. UYALAN, NAMED	849558
	FRANK S.H. SHARU / 1/4 Undivided Interest	849558
	CONCEPTION S. WILSON / 1/4 Undivided Interest	849558
	JOSEPH S.H. SHARU / 1/4 Undivided Interest	849558
	PAUL S.H. SHARU / 1/4 Undivided Interest	849558

Curve	Date	Radius	Length	Chord	Chord Direction
A	1/24/2016	153.00'	278.12'	188.21'	181.81' (118.83°)
B	1/24/2016	153.00'	278.12'	188.21'	181.81' (118.83°)
C	7/17/16	107.37'	188.42'	117.74'	111.77' (111.77°)
D	1/24/2016	153.00'	278.12'	188.21'	181.81' (118.83°)
E	1/24/2016	153.00'	278.12'	188.21'	181.81' (118.83°)
F	1/24/2016	153.00'	278.12'	188.21'	181.81' (118.83°)
G	1/24/2016	153.00'	278.12'	188.21'	181.81' (118.83°)

SPECIAL NOTE:
 1. THE DIFFERENCE BETWEEN RECORD AND COMPUTED AREA IS THE RESULT BASED ON ACTUAL FIELD CONDITION OF POINTS FOUND.
 2. LOT 3380-R2 AND LOT 3434 ARE THE TOTAL BOUNDARY AREA BEING CLAIMED BY GUAM SOLID WASTE AUTHORITY FOR REGISTRATION, AND IS BASED ON THE TWO PREVIOUS UNREGISTERED PROPERTIES LOT 3380-R2 & LOT 3434.



LEGEND:
 ● CON MONUMENT AS NOTED
 ○ CON BEAR MONUMENT FOUND
 ■ BEAR MONUMENT FOUND
 ○ AS NOTED
 ○ BEAR FOUND WITH CAP MARKED "PL884"
 ○ AS NOTED
 ○ BEAR FOUND WITH CAP MARKED "PL884"
 ○ AS NOTED
 ○ BEAR FOUND WITH CAP MARKED "PL884"
 ○ AS NOTED

NOTES:
 1. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE IN METERS AND DECIMALS THEREOF, UNLESS OTHERWISE INDICATED.
 2. SURVEY WAS BASED ON FOUND PROPERTY OWNERS AS SHOWN.
 3. SUBJECT LOTS ARE ZONE "A", URBAN RURAL, AS OF APPROVAL OF THIS MAP, 17-27-2016.
 4. NO AS-BUILT ARE AS OF APPROVAL OF THIS MAP.

REFERENCES:
 1. DOC. NO. 128324, L&M NO. 688-PT/PL MAP DATE: 07/28/14, LAND REGISTRATION SURVEY MAP OF LOT 3434, AS APPROVED BY RLS # 27.
 2. DOC. NO. 432888, L&M NO. 461-PT/PL, L&M NO. 16-101 370, REAL ESTATE REQUIREMENTS LAND REGISTRATION OF LOT 3380-R2, CRODT DUMP SITE, AS PREPARED BY RLS # 21.
 3. DOC. NO. 688-37, L&M NO. 143-PT/PL, 0.000, L&M PREPARED BY RLS # 21.
 4. DOC. NO. 688-14, L&M NO. 143-PT/PL, 0.000, REAL ESTATE REQUIREMENT SURVEY MAP OF LOT 400-14, AS PREPARED BY RLS # 21.
 5. DOC. NO. 772, L&M NO. 143-PT/PL, 0.000, AGRICULTURAL SUBDIVISION AND REVENUE MAP OF LOT 3434, PREPARED BY RLS # 24.
 6. L&M NO. 772, L&M NO. 143-PT/PL, LAND REGISTRATION MAP BASIC LOT NO. 143, PREPARED BY RLS # 24, UNREGISTERED.

CERTIFICATION
 APPROVAL PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, DIV. 2, CHAPTER 62, SUBDIVISION LAW

[Signature] 1-27-2016
 DATE

SURVEYOR: EDUARDO TAGUJAN, CHIEF OF PLANNING
 DATE: 1-27-2016

THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH TITLE 21, GUAM CODE ANNOTATED, CHAPTER 62, SUBDIVISION LAW, AND THE SURVEYOR'S SYSTEM AND RECORDS THEREUNDER ON THE DATE SHOWN ABOVE.

[Signature] 1-27-2016
 DATE

TERESA L. SANTOS, P.E., CHIEF OF SURVEYOR/CHIEF OF CADASTRE

1. PROVIDED R. BALASTAS HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY OR UNDER MY DIRECT SUPERVISION, THAT IT IS BASED ON A FIELD SURVEY MADE ON THE 03/03/2016 IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, THAT I AM RESPONSIBLE FOR THE ACCURACY OF ALL DATA AND INFORMATION SHOWN HEREON. I ALSO CERTIFY THAT ALL THE NEIGHBORING ARE OF THE CHARACTER AND NATURE AS SHOWN ON THIS MAP.

EDUARDO TAGUJAN, CHIEF OF PLANNING
 DATE: 1-27-2016
 COPIRATION: 04/30/2016

CHECKED BY:
 EDUARDO TAGUJAN, CHIEF OF PLANNING
 DATE: 1-27-2016

PREPARED BY:
 EDUARDO TAGUJAN, CHIEF OF PLANNING
 DATE: 1-27-2016

REV.	DATE	DESCRIPTION	BY	APPROV.

SATISFACTORY TO & APPROVED BY:
[Signature]
 DATE: 1-27-2016

DAVID WANNING, SPECIAL AUTHORITY, ASSIGNED TO TERRITORIAL SURVEYOR & BRATTON, INC. FOR GUAM SOLID WASTE AUTHORITY, Civil Case No. CV0838-13, DOC. NO. 8800660

LOT 3390-R2 & LOT 3434
 C.T. NO. UNREGISTERED
 REG. ON UNREGISTERED

IN NAME OF GOVERNMENT OF GUAM
 SURVEY DATA

FIELD PRS CREW: 06/03/15
 BOOK NO. 11-023
 AUG. 2015
 COMPUTED DSB: AUG. 2015
 DRAWN: DSB
 RESEARCHED: LAR
 CHECKED: PRS

LAND REGISTRATION SURVEY MAP OF LOT 3390-R2 AND LOT 3434
 MUNICIPALITY OF CHALAN PAGO-CRODT & YONA
 (FORMERLY MUNICIPALITY OF SUALARRAN)
 LAND SQUARE 18 SECTION 3
 SHEET 1 OF 1
 DRAWING NUMBER: PRS011025-LR1
 SCALE: 1:2000

5-14939