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RICHARD W. WIEKING  
CLERK  
U.S. DISTRICT COURT  
NO. DIST OF CA

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

NATURAL RESOURCES DEFENSE  
COUNCIL *et al.*,

Plaintiffs,

v.

MICHAEL O. LEAVITT, Administrator of the  
United States Environmental Protection  
Agency *et al.*,

Defendants.

AMERICAN FARM BUREAU  
FEDERATION *et al.*,

Intervenors.

No. C 99-03701 WHA

**ORDER DENYING PLAINTIFFS'  
MOTION TO ENFORCE CONSENT  
DECREE**

**INTRODUCTION**

On January 24, 2003, this Court approved a modification to the consent decree upon a joint motion of the parties. The modified consent decree set a deadline by which EPA must submit a paper regarding pesticide atrazine to the Scientific Advisory Panel ("SAP"). Now, the parties disagree as to what the modified consent decree required EPA *to include* in its paper to the Scientific Advisory Panel ("SAP") in July 2003.

The parties disagree about two issues: (1) what data needed to be reviewed and (2) how the data needed to be presented to SAP. Plaintiffs contend that the modified consent decree required EPA (1) to review *all* available data on atrazine's relationship to human cancer and (2) *submit the actual data* to SAP for its independent review. Because EPA failed to abide by

1 plaintiffs' interpretation of the modified consent decree, plaintiffs filed this motion to enforce the  
2 modified consent decree.

3 In contrast, EPA argues that it had fully complied with the modified consent decree. It  
4 contends that the modified consent decree required it (1) to review just *newly* available data and  
5 (2) submit a *paper* discussing the *significance of that data*, not the data itself, to SAP. After  
6 careful consideration of the parties' papers, arguments at hearing, and most importantly the  
7 language and circumstance surrounding approval of the modified consent decree, this order finds  
8 EPA's arguments persuasive. Consequently, plaintiffs' motion to enforce the modified consent  
9 decree is **DENIED**.

### 10 STATEMENT

11 A consent decree between the plaintiffs (collectively, "NRDC") and the EPA was  
12 approved on September 25, 2001.<sup>1</sup> The order approving the consent decree emphasized that the  
13 consent decree explicitly preserved EPA's discretion to exercise its scientific judgment and did  
14 not dictate any substantive results (Approving Order 12; *see also* Consent Decree ¶¶ 5, 15,  
15 17-19). It also noted that the consent decree reserved plaintiffs' right to challenge any final  
16 agency actions in a separate suit (Approving Order 12, 27; *see also* Consent Decree ¶ 15). As  
17 such, the approving order declared that the consent decree was directed entirely to timing  
18 (Approving Order 19, 21) ("The consent decree is legal because it does not dictate any  
19 substantive result: it is directed entirely to timing").

20 The consent decree established deadlines for the reassessment and re-registration of  
21 specific pesticides identified in the decree, including Interim RED for atrazine (Consent Decree ¶  
22 8.e). An Interim RED is not a final assessment on whether atrazine will remain registered for use  
23 (*see* Approving Order 10; EPA Opp. 2). It is EPA's preliminary assessment of atrazine before  
24 the necessary data on the cumulative toxic effect of atrazine and other pesticides has been

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26  
27 <sup>1</sup> The original order approving the consent decree ("Approving Order") contains extensive discussion  
28 regarding the facts leading to the consent decree as well as the statutory framework of the Federal Food, Drug,  
and Cosmetics Act ("FFDCA") and the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"). Those  
facts will not be repeated in this order unless deemed relevant to this motion.

1 accumulated and reviewed (Approving Order 10–11). Thus, Interim RED is not a final  
2 regulatory action.

3 The consent decree required EPA to issue an Interim RED for the pesticide atrazine by  
4 August 3, 2002 (Consent Decree ¶ 8.e). The parties conferred and extended that date by two  
5 weeks to August 17, 2002 (Joint Motion for Approval of Agreed-Upon Modification, dated  
6 August 9, 2003, (“Joint Mot.”) ¶ 3). Then, the parties jointly moved for a further extension of  
7 the deadline with their motion for modification of the consent decree (*id.* ¶ 4). In their joint  
8 motion, the parties requested that Paragraph 8.e of the existing consent decree be deleted and  
9 replaced with language that would:

10 require EPA to sign by October 31, 2003, following Scientific  
11 Advisory Panel review, a revised Interim RED considering data  
12 relating to additional specified issues pertinent to atrazine, to the extent  
such data is timely received by the Agency and is not addressed in the  
January 2003 Interim RED (*ibid.*).

13 The parties stated that the modification “will ensure that EPA has adequate time to consider  
14 recently received data” (*id.* ¶ 5).

15 Based on this representation, the proposed order modifying the consent decree  
16 (“Modified Consent Decree”) was approved on January 24, 2003. The Modified Consent  
17 Decree stated, in relevant part (with the presently disputed language italicized):

18 EPA shall sign, on or before October 31, 2003, a revised Interim RED  
19 for atrazine that addresses the following: . . . (2) *to the extent not*  
*addressed in the January 31, 2003 Interim RED, data, received prior*  
*to February 28, 2003, relating to the association between atrazine*  
20 *exposure and the incidence of prostate or other cancer in humans . . . .*  
21 *At least three months prior to signing this Interim RED, EPA shall*  
*develop a paper and submit it to the FIFRA Scientific Advisory Panel*  
22 *(SAP) for review and comment. The EPA paper shall discuss: . . . (3)*  
*other scientific issues concerning atrazine, including the significance*  
23 *of data bearing on the association between atrazine exposure and the*  
*incidence of prostate or other cancer in humans* (Modified Consent  
24 Decree 2–3).

25 This modification required EPA to submit a paper to SAP. SAP was created to provide  
26 independent scientific advice to EPA and serve as the primary scientific peer review for EPA  
27 (NRDC Mot. 4) (citing EPA, *About the Scientific Advisory Panel (SAP)* (Sept. 9, 2003),  
28 attached to NRDC’s motion as Exh. C). One of SAP’s major objectives is to provide

1 recommendations on EPA's analyses, reports, and regulatory actions, including EPA's proposal  
2 to change registration or classification of pesticide (NRDC Mot. Exh. C).

3 As required by the Modified Consent Decree, EPA prepared a paper to the SAP in July  
4 2003.<sup>2</sup> In the paper, EPA decided to predominantly focus on atrazine's association with prostate  
5 cancer and not other types of cancer (NRDC Mot. 4). On July 7, 2003, NRDC sent a letter to  
6 EPA, objecting EPA's narrow focus. NRDC argued that the Modified Consent Decree required  
7 SAP to review all available data on the association between atrazine and "prostate *or other*  
8 *cancer* in humans" (*id.* at 5) (emphasis in original). Thus, NRDC requested that SAP consider  
9 older studies from 1989 to April 2002 and studies published after February 2003 (*id.* at Exh. I;  
10 *see also* CropLife Amicus Br. Exh. C).

11 EPA responded on July 16, 2003, contending that the Modified Consent Decree did not  
12 require SAP to revisit old data previously reviewed by the SAP (NRDC Exh. K). EPA noted  
13 that it had reviewed all of the studies cited in NRDC's letter and nearly all had been included  
14 among the materials provided to the SAP (*ibid.*). Nevertheless, EPA posited that SAP only  
15 needed to review "new, timely-submitted data" received by EPA before February 28, 2003  
16 (*ibid.*). Accordingly, EPA primarily focused on several new studies on the St. Gabriel plant  
17 regarding atrazine and prostate cancer in its paper to SAP (EPA Opp. 7). To that paper, EPA  
18 did attach a memorandum it prepared for the January Interim RED, which contained summaries  
19 and EPA's conclusions regarding several earlier studies on atrazine's relationship to other  
20 cancers (*ibid.*).

## 21 ANALYSIS

22 At the outset, this order notes what is not at issue. This order does not address any  
23 challenge to EPA's conclusions or scientific judgment. The order approving the consent decree  
24 emphasized that the consent decree preserved EPA's discretion to exercise its scientific

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25  
26 <sup>2</sup> Prior to July 2003, EPA proposed to NRDC to forego a SAP review for the October 31, 2003,  
27 revised Interim RED (EPA Opp. 6; NRDC Mot. 4 and Exh. E). EPA contended that a SAP meeting was  
28 unnecessary since newly available studies were inconclusive on atrazine's relationship to prostate cancer  
(NRDC Exh. E). Moreover, given prior assessments of atrazine's relationship to other cancers by SAP in June  
2000 and by EPA in January 2003, EPA saw limited value in reconvening the SAP in July 2003 (EPA Opp. 6).  
NRDC declined the request noting the importance of SAP's review of EPA's data and conclusions (NRDC Mot.  
4 and Exh. F). Consequently, EPA prepared for a meeting of SAP in July 2003.

1 judgment. Moreover, it stated that the consent decree preserved the right to challenge any final  
2 agency action in a separate suit. Thus, the approving order advised that all challenges to EPA's  
3 methodology or assumptions undertaken to meet the deadlines in the consent decree should be  
4 raised in a separate suit challenging the final agency action (*see* Approving Order 27). NRDC  
5 specifically states in its reply that it does not seek to dictate any substantive outcome with this  
6 motion but just seeks an order to enforce the procedural obligations EPA agreed to abide in the  
7 Modified Consent Decree (Reply 5). This order, therefore, only addresses the procedural  
8 requirements outlined in the Modified Consent Decree. EPA will be given due deference as to  
9 scientific judgment.

10 The parties presently disagree about two issues: (1) what data needed to be reviewed  
11 and (2) how the data needed to be presented to SAP. This order finds that the Modified Consent  
12 Decree did not require EPA to consider all available data and submit the data to SAP, as argued  
13 by NRDC. Instead, the order holds that the Modified Consent Decree required EPA to consider  
14 only newly available data not previously addressed by EPA and to submit the significance of  
15 that data to SAP. This determination follows from careful consideration of the disputed  
16 language in light of the entire Modified Consent Decree and the consent decree.

17 The full analysis of the disputed language is discussed below but summarized here.  
18 Regarding the first issue of what data needed to be reviewed by EPA, this order finds that the  
19 Modified Consent Decree did not require EPA to review all available data. This construction is  
20 intimated by the language in two interrelated sections of the Modified Consent Decree. The first  
21 section states that EPA needed to address data "to the extent not addressed in the January 31,  
22 2003 Interim RED" and "received prior to February 28, 2003" for the October Interim RED  
23 (Modified Consent Decree 2). Thus, for the October Interim RED, a plain reading of the text  
24 does not require EPA to review all available data.

25 While directly referring to the October Interim RED, the second section requires EPA to  
26 submit a paper to SAP discussing "the significance of data" (*ibid.*). This reference to the  
27 October Interim RED acts as a modifier to limit the scope of data that EPA needed to discuss in  
28 the paper to SAP. Also, the purpose of SAP is to provide independent review of EPA's analysis

1 of data and proposals. The only reasonable construction, therefore, is to require EPA to evaluate  
2 the same scope of data for SAP as for the October Interim RED.

3 NRDC argues that the clause “significance of data” does not contain any limitations on  
4 “data.” Hence, NRDC contends that EPA needed to review and submit to SAP all available  
5 data. This interpretation, however, focuses on just one clause while ignoring the context. In  
6 light of the entire Modified Consent Decree and the role of SAP, NRDC’s argument is  
7 unpersuasive.

8 As to the second issue raised by the parties, this order finds that EPA did not need to  
9 submit the actual data to SAP. The Modified Consent Decree clearly states that EPA must  
10 submit a paper that discussed “the significance of data” (Modified Consent Decree 2).  
11 Discussion on the significance of data does not require actual submission of data.

#### 12 1. LEGAL STANDARD

13 Both parties agree that this Court has jurisdiction over this dispute and the authority to  
14 enforce the Consent Decree and modifications to it (NRDC Mot. 7; EPA Opp. 10 n.6; *see also*  
15 Consent Decree ¶ 13). “A consent decree, which has attributes of a contract and a judicial act, is  
16 construed with reference to ordinary contract principles.” *See City of Las Vegas v. Clark*  
17 *County*, 755 F.2d 697, 702 (9th Cir. 1985). “[T]he scope of a consent decree must be  
18 determined within its four corners, and not by reference to what might satisfy the purposes of  
19 one of the parties to it.” *United States v. Armour & Co.*, 402 U.S. 673, 682 (1971).

20 If the operative terms of the consent decree are ambiguous, a court may use extrinsic  
21 aids such as “circumstances surrounding the formation of the consent order, any technical  
22 meaning words used may have had to the parties, and any other documents expressly  
23 incorporated in the decree.” *United States v. ITT Continental Baking Co.*, 420 U.S. 223, 238  
24 and n.11 (1975); *San Francisco NAACP v. San Francisco Unified Sch. Dist.*, 896 F.2d 412,  
25 414–15 (9th Cir. 1990). Under California law, one exception to the parol evidence rule is that  
26 extrinsic evidence may be introduced to explain the meaning of ambiguous contractual language  
27 as long as the meaning is reasonably susceptible to that interpretation. *Kabayan v. Yepremian*,  
28 190 B.R. 389, 394 (C.D. Cal. 1995), *aff’d*, 116 F.3d 1295 (9th Cir. 1997); *see also* Cal. Civ.

1 Proc. Code §§ 1856(g), 1860 (West 2003). “The overriding purpose in interpreting a contract is  
2 to give effect to the mutual intent of the parties at the time the contract was made.” *Jeff D. v.*  
3 *Andrus*, 899 F.2d 753, 760 (9th Cir. 1990).

4 **2. CONSTRUCTION OF THE DISPUTED LANGUAGE IN THE**  
5 **MODIFIED CONSENT DECREE**

6 NRDC contends that the consent decree, as modified on January 24, 2003, required EPA  
7 to review and submit to SAP *all* available data, regardless of when the data was published,  
8 concerning the potential for atrazine to cause any form of cancer in humans (Mot. 3–4). Careful  
9 consideration of the disputed language in the Modified Consent Decree cannot support NRDC’s  
10 interpretation.

11 **A. What Data Needed to be Reviewed?**

12 EPA’s duty to SAP is delineated in two interrelated sections in the Modified Consent  
13 Decree. These two sections combined prescribe the scope of data EPA needed to prepare for  
14 SAP. The first section involves the October, revised Interim RED. The Modified Consent  
15 Decree states, in relevant part:

16 EPA shall sign, on or before October 31, 2003, a *revised* Interim RED  
17 for atrazine that addresses the following: . . . (2) to the extent not  
18 addressed in the January 31, 2003 Interim RED, data, received prior to  
February 28, 2003, relating to the association between atrazine  
exposure and the incidence of prostate or other cancer in humans  
(Modified Consent Decree 2) (emphasis added).

19 Thus, for the October 31, 2003, revised Interim RED, the language of the Modified Consent  
20 Decree clearly provides that EPA consider only data not addressed in the prior Interim RED.  
21 Any other construction would also negate the word “revised” for what would the revised  
22 Interim RED be revised from? The Modified Consent Decree further limits the scope of data  
23 EPA needs to consider by requiring it to only consider data received prior to February 28, 2003.

24 The second section, which directly follows the aforementioned sentence, involves the  
25 paper EPA must submit to SAP prior to the October, revised Interim RED. It states in relevant  
26 part:

27 At least three months prior to signing *this revised Interim RED*, EPA  
28 shall develop a paper and submit it to the FIFRA Scientific Advisory  
Panel for review and comment. The EPA paper shall discuss: . . .  
(3) other scientific issues concerning atrazine, including the

1           *significance of data* bearing on the association between atrazine  
2           exposure and the incidence of prostate or other cancer in humans  
3           (Modified Consent Decree 2) (emphasis added).

4           The reference to “this revised Interim RED” acts as a modifier to limit what should have been  
5           included in EPA’s paper. The Modified Consent Decree states that the paper is for SAP to  
6           “review and comment” (*ibid.*). The purpose of SAP is to provide independent recommendation  
7           of EPA’s analysis and proposals regarding regulatory actions such as Interim RED.

8           Considering that EPA is to submit a paper to SAP three months prior to the October Interim  
9           RED, a reasonable inference is that SAP is to review EPA’s analysis for the October Interim  
10          RED. It would be nonsensical to require EPA to review a limited set of data for the October  
11          Interim RED and then require it to review a greater number for SAP for its independent review  
12          and comment. Thus, the only reasonable construction of EPA’s responsibilities in preparing the  
13          paper to SAP is to incorporate the limitations on the data it needed to consider for the October  
14          Interim RED. The Modified Consent Decree affirmatively requires EPA to present data only to  
15          the same extent as for the October Interim RED.

16          The parties’ joint motion to modify the consent decree — to which the proposed order  
17          ultimately approved was attached — supports this interpretation interrelating the October  
18          Interim RED to the EPA paper. *See ITT Continental Baking Co.*, 420 U.S. at 238 and n.11  
19          (holding that courts may consider the circumstances surrounding the formation of consent  
20          decree to interpret it). The parties requested the modification “to ensure that EPA has adequate  
21          time to consider recently received data” (Joint Mot. ¶ 5). The parties, therefore, proposed that  
22          prior provision on atrazine be replaced with the following:

23                   require EPA to sign by October 31, 2003, following Scientific Advisory  
24                   Panel review, a revised Interim RED considering data relating to  
25                   additional specified issues pertinent to atrazine, to the extent such data is  
26                   timely received by the Agency and is not addressed in the January 2003  
27                   Interim RED (*id.* ¶ 4).

28          The parties’ joint rationale advances the construction that EPA needed to review just newly  
29          received data. Moreover, the replacement language suggests that SAP’s review exists to assist  
30          EPA in preparing the October Interim RED. Thus, if the October Interim RED is to consider



1 just new data, timely received by EPA, then the logical interpretation is that SAP reviews just  
2 the data necessary for the October Interim RED.

3 Accordingly, the Modified Consent Decree requires EPA to review only data submitted  
4 to EPA prior to February 28, 2003, that was not addressed in the January Interim RED. The  
5 only data that fits this criteria was the newly available data from St. Gabriel regarding atrazine  
6 and prostate cancer (*see* EPA Opp. 14; NRDC Exh. K; *see also* CropLife Amicus Br. Exh. 3).  
7 NRDC raised for the first time at the hearing that there were actually nine other studies, out of  
8 the fifteen cited in its July 2003 letter, that met this criteria.<sup>3</sup> In its response to NRDC's July  
9 letter, however, EPA stated that it had "reviewed all of the studies cited in your letter and that  
10 nearly all ha[d] been included among the materials provided to the SAP for either the upcoming  
11 meeting or the June 2000 or the June 2003 meetings on atrazine" (NRDC Exh. K). The studies  
12 neither reviewed nor submitted were those that were unpublished or submitted to EPA after  
13 February 28, 2003 (*ibid.*). In their opposition briefs and at the hearing, EPA and Amicus  
14 CropLife affirmed that all the studies highlighted by NRDC, which fall within the timing  
15 requirement of the Modified Consent Decree, had been reviewed by SAP in 2000 or 2003 (*see*  
16 EPA Opp. 14; NRDC Exh. K; CropLife Amicus Br. Exh. 3). NRDC has not proffered any  
17 specific evidence rebutting EPA or CropLife's declarations. On this record, the Court is  
18 hesitant to question EPA's scientific judgment.<sup>4</sup>

19 The St. Gabriel studies are, therefore, the only data required by the Modified Consent  
20 Decree to be submitted to SAP. They addressed atrazine's relationship to prostate cancer.  
21 Then, at the time of SAP review in July 2003, there was no other data on atrazine's effect on  
22 other cancers, which met the timing requirements. Thus, for the October Interim RED, this  
23  
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25 <sup>3</sup> This allegation at the hearing spawned additional submissions by the parties and CropLife. While the  
26 parties were granted leave to each file a short supplemental brief addressing the new allegation of nine studies,  
27 CropLife just filed its supplemental brief without leave. This order does not rely on those supplemental briefs as  
they reiterate the parties' original papers without substantively adding to those papers.

28 <sup>4</sup> The consent decree preserved EPA's discretion as to scientific judgment. The approving order also  
advised challenges to EPA's scientific judgment or methodology to be raised in challenging the final agency  
action since the consent decree was directed solely to timing of re-registration of pesticides.

1 order finds that EPA needed to address newly available data regarding atrazine and prostate  
2 cancer.

3 **B. How is the Data to be Presented to SAP?**

4 NRDC also argues that the actual data should have been presented to SAP under the  
5 Modified Consent Decree. The Modified Consent Decree, however, states that “EPA paper  
6 shall discuss . . . the significance of data bearing on the association between atrazine exposure  
7 and the incidence of prostate or other cancer in humans.” Thus, the Modified Consent Decree  
8 does not require EPA to submit the actual data. It requires EPA to discuss the “significance of  
9 data.”

10 Consequently, this order holds that EPA actions toward the SAP complied with the  
11 Modified Consent Decree. EPA reviewed the St. Gabriel studies which were the only studies  
12 that met the criteria for review for the October revised Interim RED. EPA presented its analysis  
13 of that data in its paper to SAP in July 2003.

14 **3. NRDC’S ARGUMENTS IGNORE CONTEXT**

15 NRDC argues that EPA should be required to review and submit all available data  
16 regarding atrazine to SAP. To support its argument, NRDC focuses solely on the clause  
17 regarding what EPA’s paper shall discuss, *i.e.*, “the significance of data bearing on the  
18 association between atrazine exposure and the incidence of prostate or other cancer in humans”  
19 (NRDC Mot. 8). NRDC argues that this language does not contain any limitations on the word  
20 “data” and ergo all available data should be submitted to SAP. The Modified Consent Decree,  
21 however, requires EPA to discuss only the “significance of data” and not just submit data. More  
22 importantly, NRDC reads this one sentence out of context to achieve an interpretation that  
23 cannot be squared in light of the context of the entire agreement. *See Jeff D.*, 899 F.2d at 760  
24 (“When interpreting a stipulation, the district court should construe the language of a particular  
25 section in the context of the entire agreement.”).

26 NRDC also argues that it would be illogical and unscientific to allow SAP to review a  
27 limited set of data rather than the complete body of existing research. Hence, NRDC contends it  
28 would have never agreed to the Modified Consent Decree with an understanding that it deems

1 illogical. *First*, NRDC relies on comments from SAP members in July 2003 to support its  
2 argument. This evidence, however, cannot be used to construe the language of the Modified  
3 Consent Decree requested for approval in August 2002. The mutual intent of the parties at the  
4 time of modification cannot be construed with evidence created after the fact.

5 *Second*, the original consent decree explicitly preserved EPA's discretion as to scientific  
6 judgment. Evidently, EPA does not find the practice of submitting a narrow scope of data  
7 unscientific. Moreover, the record indicates that the ordinary course of dealings between EPA  
8 and SAP do not require EPA to submit all available data to SAP each time SAP is convened.  
9 SAP reviewed atrazine-related studies in June 2000 (EPA Opp. Exh. 6). SAP reviewed  
10 additional data in June and July 2003 (NRDC Mot. Exh. L; EPA Opp. Exhs. 7-8). Open  
11 meetings of the SAP are held on average six times per year (NRDC Mot. Exh. C). Moreover,  
12 SAP members serve a four-year term, with a system of staggered terms of appointment to insure  
13 continuity (*ibid.*). SAP, therefore, receives over time the cumulative body of data available and  
14 reviews and retains the information. For example, the minutes from the July 2003 meeting note  
15 that SAP members referenced studies reviewed during the June 2000 meeting in offering  
16 concerns about EPA's analysis (NRDC Mot. Exh. L at 13, 18, 19). This pattern undermines  
17 NRDC's assertion that SAP's review of circumscribed data is illogical or unscientific.

18 EPA has complied with all that was required by the Modified Consent Decree. In  
19 recognizing SAP and NRDC's concerns, EPA has indicated that it intends to reconvene another  
20 SAP meeting to review older epidemiological studies and new studies to be published and  
21 submitted to EPA in the next one to two years (EPA Opp. 10, 29 and Exh. 9; Jones Decl.  
22 ¶¶ 35-36). Hopefully, EPA would do so, but the terms of the Modified Consent Decree does  
23 not require it.

#### 24 CONCLUSION

25 For the foregoing reasons, Plaintiffs' motion is **DENIED**.

26 **IT IS SO ORDERED.**

27 Dated: December 16, 2003.



28 WILLIAM ALSUP  
UNITED STATES DISTRICT JUDGE

United States District Court  
for the  
Northern District of California  
December 17, 2003

\* \* CERTIFICATE OF SERVICE \* \*

Case Number:3:99-cv-03701

Natural Resources

vs

Browner

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I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District Court, Northern District of California.

That on December 17, 2003, I SERVED a true and correct copy(ies) of the attached, by placing said copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, or by placing said copy(ies) into an inter-office delivery receptacle located in the Clerk's office.

Fred H. Altshuler, Esq.  
Altshuler Berzon Nussbaum Rubin & Demain  
177 Post St  
Ste 300  
San Francisco, CA 94108

Erik Olson, Esq.  
Natural Resources Defense Council  
1200 New York Avenue, N.W.  
Suite 400  
Washington, DC 20005

Jacqueline C. Hamilton, Esq.  
Natural Resources Defense Council  
1200 New York Avenue, N.W.  
Suite 400  
Washington, DC 20005

Adriana Quintero, Esq.  
Natural Resources Defense Council  
71 Stevenson Ste 1825  
San Francisco, CA 94105

Aaron S. Colangelo, Esq.  
Natural Resources Defense Council

1200 New York Ave., N.W., Suite 400  
Washington, DC 20005

Alice L. Mattice, Esq.  
Environmental Defense Section  
U.S. Department of Justice  
P.O. Box 23986  
Washington, DC 20026-3986

Brian H. Lynk, Esq.  
Environmental Defense Section  
U.S. Department of Justice  
P.O. Box 23986  
Washington, DC 20026-3986

Alex G. Tse, Esq.  
U.S. Attorney's Office  
450 Golden Gate Avenue  
P.O. Box 36055  
San Francisco, CA 94102

Peter K. Rosen, Esq.  
Mayer Brown & Platt  
350 So Grand Ave 25th Flr  
Los Angeles, CA 90071

Richard W. Raushenbush, Esq.  
Latham & Watkins  
505 Montgomery Street  
Suite 1900  
San Francisco, CA 94111

Daniel J. O'Hanlon, Esq.  
Beveridge & Diamond  
One Sansome St Ste 3400  
San Francisco, CA 94104

John J. Sullivan, Esq.  
Mayer Brown & Platt  
1909 K Street, N.W.  
Washington, DC 20006-1101

Peter C. Choharis, Esq.  
Mayer Brown & Platt  
1909 K Street, N.W.  
Washington, DC 20006-1101

Andrew J. Morris, Esq.  
Mayer Brown & Platt  
1909 K Street, N.W.  
Washington, DC 20006-1101

Jeffrey R. Holmstead, Esq.  
Latham & Watkins  
555 Eleventh St NW  
Ste 1000  
Washington, DC 20004-1304

Kenneth W. Weinstein, Esq.  
Latham & Watkins

555 Eleventh St NW  
Ste 1000  
Washington, DC 20004-1304

Nicholas B. Gertler, Esq.  
Latham & Watkins  
555 Eleventh St NW  
Ste 1000  
Washington, DC 20004-1304

Cassandra Sturkie, Esq.  
Latham & Watkins  
555 Eleventh St NW  
Ste 1000  
Washington, DC 20004-1304

Jill N. Willis, Esq.  
Latham & Watkins  
555 Eleventh St NW  
Ste 1000  
Washington, DC 20004-1304

Claudia M. O'Brien, Esq.  
Latham & Watkins  
555 Eleventh St NW  
Ste 1000  
Washington, DC 20004-1304

Richard P. Bress, Esq.  
Latham & Watkins  
555 Eleventh Street, N.W.  
Suite 1000  
Washington, DC 20004-1304

Bruce A. Wagman, Esq.  
Morgenstein & Jubelirer  
One Market Plaza 32nd Flr  
Spear St Tower  
San Francisco, CA 94105

Valerie Stanley, Esq.  
Animal Legal Defense Fund  
6930 Carroll Ave  
Suite 800  
Takoma, MD 20912

Nancy Brown-Kobil, Esq.  
Animal Legal Defense Fund  
6930 Carroll Ave  
Suite 800  
Takoma, MD 20912

J. Port Telles, Esq.  
Kronick Moskowitz Tiedemann & Girard  
400 Capitol Mall 27th Fl  
Sacramento, CA 95814-4417

Daniel J. O'Hanlon, Esq.  
Kronick Moskowitz Tiedemann & Girard  
400 Capitol Mall 27th Fl

Sacramento, CA 95814-4417

Terry F. Quill, Esq.  
Duane Morris & Heckscher LLP  
1667 K Street, N.W., Suite 700  
Washington, DC 20006-1608

Richard W. Wieking, Clerk

BY:   
Deputy Clerk