

BEFORE THE STATE OF ALASKA

DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the matter of: )  
STATE OF ALASKA, DEPARTMENT OF )  
ENVIRONMENTAL CONSERVATION, )  
Complainant, )  
vs. )  
HOLLAND AMERICA LINE )  
Respondent. )

**SETTLEMENT AGREEMENT**

\_\_\_\_\_  
ADEC Enforcement Tracking No. 18-R1057-40-0001

The State of Alaska (“State”) and Holland America Line (“HAL”) desire to settle certain matters relating to an alleged unauthorized discharge of wastewater from a HAL vessel into Alaska marine waters during the month of September 2018. In this Settlement Agreement,

- (a) Except as otherwise described herein, “HAL vessel” refers to the vessel *M/S Westerdam*; and
- (b) “HAL” refers to Holland America Line, its subsidiaries, the owners, operators, managers, and charterers of the HAL vessel, and the officers, directors, affiliates, agents, attorneys, insurers, and employees of all of the foregoing.

The State contends that HAL is liable for civil penalties and/or assessments under AS 46.03.760(e) for the HAL vessel’s unauthorized discharge of wastewater on

September 11, 2018 while navigating in Glacier Bay National Park. The facts of the alleged violation are set out in the Notice of Violation (“NOV”), CATS Enforcement # 18-R1057-40-0001, which the State sent to HAL on November 28, 2018. The NOV is expressly incorporated by reference into this Settlement Agreement.

1. HAL shall pay the State the sum of seventeen-thousand six-hundred and fifty-three dollars (\$17,653.00). In consideration of this payment, the State shall release and forever discharge HAL from all civil and criminal claims, actions, causes of action, suits, controversies, liabilities, or damages that arise from the allegations set out in the NOV.

2. HAL shall deliver the payment amount required in Paragraph 1 to the State within thirty (30) days of the execution of this Settlement Agreement. The payment amount shall (i) be made payable to the State of Alaska; (ii) include CATS Enforcement # 18-R1057-40-0001; and (iii) be delivered to Attn: Cameron Jimmo, Alaska Department of Law, 1031 W. 4th Avenue, Suite 200, Anchorage, AK 99501.

3. The State does not release or discharge HAL from any civil or criminal claims, actions, causes of actions, suits, controversies, liabilities, or damages arising from wastewater discharge violations for any discharges into Alaska marine waters that do not arise from the allegations set out in the NOV, including but not limited to claims based on

a. Facts not known to the State as of the date of this Settlement Agreement;

or

b. The active concealment by any vessel that HAL owns or operates, including vessels not specifically listed above, of any violation of State water quality laws or regulations.

4. HAL has entered into this Settlement Agreement solely for the purposes of settlement and compromise and does not admit to any, and hereby denies all, of the factual allegations or legal claims set forth herein. This Settlement Agreement may not be used in any proceeding of any type as evidence of the violation of any law, rule, regulation, or Court decision, except in a proceeding to enforce this Settlement Agreement.

5. The State covenants and agrees it will not, by virtue of further administrative or judicial proceedings of any kind whatsoever, bring or cause to be brought any civil or criminal claims or actions against HAL arising out of the matters expressly released and discharged in Paragraph 1 above.

6. All the terms and conditions of this Settlement Agreement have been reflected on without haste; no one is under a disadvantage; no representations other than those set forth herein have been made; and the State and HAL have had the opportunity to consult their attorneys and sign this Settlement Agreement without any coercion whatsoever. No promise or inducement to resolve the alleged violation that is not herein expressed has been made to the State or to HAL. In executing this release, neither the State nor HAL has relied upon any statement or representation made by the other, or by any agent, attorney, or other person representing such party,

concerning the nature, number, or severity of the alleged violations of the Alaska statutory and regulatory requirements for wastewater discharges, including AS 46.03.463(e), by HAL vessels that may have occurred during the year 2018, or the extent of civil liability for the same.

7. The State expressly warrants that no assignment of any claim regarding the matters described above has been made or executed to any other government, person, or entity.

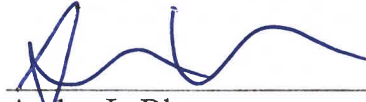
**[SIGNATURE PAGES FOLLOW]**

Signature Page for Settlement Agreement in:

*In the Matter of the State of Alaska, Department of Environmental  
Conservation v. Holland America Line*

DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION

Dated: 8/8/19


By:   
Amber LeBlanc  
Acting Director, Division of Water

Signature Page for Settlement Agreement in:

*In the Matter of the State of Alaska, Department of Environmental  
Conservation v. Holland America Line*

STATE OF ALASKA  
KEVIN G. CLARKSON  
ATTORNEY GENERAL

Dated: 8-6-17

By:   
Cameron Jimmo  
Assistant Attorney General

Signature Page for Settlement Agreement in:

*In the Matter of the State of Alaska, Department of Environmental Conservation v. Holland America Line*

HOLLAND AMERICA LINE

Dated: August 1, 2019

By: Kelly W. Clark

Paul R. McClelland  
~~Vice President Compliance &~~  
Operating Line Compliance Manager  
Ethics, Legal & Risk Services  
Holland America Group

State of Washington )  
County of King ) ss.

Kelly W. Clark  
Senior Vice President  
Counsel & Special Advisor to the CEO

The foregoing instrument was acknowledged before me on this 1st day of August, 2019 by Paul R. McClelland, a corporate officer of Holland America Group, who is duly authorized to enter into and bind Holland America Group to this agreement.

Boj M. Mashgum  
Notary Public in and for Washington  
My commission expires: 09/05/2020

