

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
CALIFORNIA

San Diego Coastkeeper v. Baker Iron Works Inc.

San Diego Coastkeeper · No. 24-CV-1477 JLS (DEB) · Decided June 23, 2025

SUMMARY

The United States District Court for the Southern District of California grants the parties’ joint motion to enter a consent decree in a Clean Water Act citizen suit against Baker Iron Works, Inc. The decree requires the defendant to implement stormwater best management practices, conduct monitoring, make specified payments, and allow plaintiff inspections. The court finds the decree procedurally and substantively fair, reasonable, consistent with the Clean Water Act, and in the public interest.

OPINION

1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 SOUTHERN DISTRICT OF
CALIFORNIA 10 11 SAN DIEGO COASTKEEPER, a non- Case No.: 24-CV-1477 JLS (DEB)
profit corporation; COASTAL 12 ENVIRONMENTAL RIGHTS ORDER GRANTING JOINT 13
FOUNDATION, a non-profit corporation, MOTION TO ENTER CONSENT DECREE 14
Plaintiffs, 15 v. 16 BAKER IRON WORKS, INC., a (ECF No. 16) California corporation, 17
Defendant.

18 19 Presently before the Court is the Parties’ Joint Motion to Enter Consent Decree 20 (“Joint
Mot.,” ECF No. 16). Pursuant to Civil Local Rule 7.1(d)(1), the Court finds the 21 Motion
presented appropriate for resolution without oral argument.

For the reasons below, 22 the Court GRANTS the Motion. 23 BACKGROUND 24 I. Factual
Background 25 The instant case was brought under the citizen suit enforcement provision of the
26 Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq. (“Clean Water Act” or 27
“CWA”). Plaintiffs San Diego Coastkeeper (“Coastkeeper”) and Coastal Environmental 28 Rights
Foundation (“CERF”) alleged Defendant Baker Iron Works, Inc.’s facility 1 discharged “polluted
storm water” to downstream waters and groundwater, and also 2 violated “filing, monitoring,
reporting, discharge, and management practice requirements, 3 and other procedural and
substantive requirements” of California’s National Pollution 4 Discharge Elimination System
(“NPDES”) General Permit for Discharges of Storm Water 5 Associated with Industrial Activities
(“Permit”).

ECF No. 1 (“Compl.”) ¶¶ 1, 2, 8, 9. 6 Plaintiff Coastkeeper is a non-profit public benefit
corporation committed to 7 “protecting and restoring the San Diego region’s water quality and
supply,” with a main 8 purpose to “preserve, enhance, and protect San Diego’s marine sanctuaries,

coastal 9 estuaries, wetlands, and bays from illegal dumping, hazardous spills, toxic discharges, and 10 habitat degradation.” Id. ¶ 16.

Plaintiff CERF is a non-profit public benefit corporation 11 that was established “to advocate for the protection and enhancement of coastal natural 12 resources and the quality of life for coastal residents,” with a focus on “water quality 13 protection and enhancement.” Id. ¶ 17. Plaintiffs allege many of their members live and/or 14 recreate in and around the San Dieguito River, San Dieguito Lagoon, and Pacific Ocean, 15 which are receiving the discharged polluted storm water and are negatively impacted by 16 these discharges.

Id. ¶¶ 8, 18–20. 17 II. Procedural Background 18 On August 20, 2024, Plaintiffs initiated the instant action against Defendant. See 19 Compl. Subsequently, on February 19, 2025, Plaintiffs filed a Notice of Settlement and 20 Commencement of 45-Day Review, pursuant to 40 C.F.R. § 135.5. ECF No. 12. Plaintiffs 21 also provided the proposed Consent Decree for the Court’s consideration upon the 22 expiration of the 45-day review period.

ECF No. 12-1 (“Consent Decree”). On April 8, 23 2025, Plaintiffs filed a Notice of Completion of 45-Day Review Period, see ECF No. 14, 24 and submitted a letter from the U.S. Department of Justice, indicating that the United States 25 had reviewed the proposed consent judgment and does not object to its entry by this Court, 26 see ECF No. 14-1. Thereafter, the Court issued an Order directing the Parties to file a joint 27 motion to enter the proposed Consent Decree, as required by Civil Local Rule 7.2(b).

See 28 ECF No. 15 (“Order”). The Court further directed the Parties to address, in such motion, 1 how the proposed consent decree is procedurally and substantively “fair, adequate and 2 reasonable” and “conform[s] to applicable laws[,]” and how the proposed decree furthers 3 the objectives of the “law upon which the complaint was based.” Order at 2 (citations 4 omitted).

5 On April 29, 2025, the Parties filed the instant Joint Motion. 6 LEGAL STANDARD 7 “A consent decree is ‘essentially a settlement agreement subject to continued judicial 8 policing.’” United States v. Oregon, 913 F.2d 576, 580 (9th Cir. 1990) (quoting Williams 9 v. Vukovich, 720 F.2d 909, 920 (6th Cir. 1983)); see Lares v. Reliable Wholesale Lumber, 10 Inc., No. 8:18-CV-0157-JLS-AGR, 2018 WL 6219936, at *2 (C.D.

Cal. Oct. 18, 2018) 11 (“Consent decrees are hybrids of private settlement agreements and public judgements.”). 12 “It is not a decision on the merits or the achievement of the optimal outcome for all parties, 13 but is the product of negotiation and compromise.” Oregon, 913 F.2d at 580. “Before 14 approving a consent decree, a district court must be satisfied that it is at least fundamentally 15 fair, adequate and reasonable.” Id. “In applying the ‘fair, adequate and reasonable’ 16 standard, courts examine both procedural and substantive fairness.” United States v. Pac.

17 Gas & Elec., 776 F. Supp. 2d 1007, 1024–25 (N.D. Cal. 2011) (citing *United States v. 18 Cannons Eng’g Corp.*, 899 F.2d 79, 86 (1st Cir. 1990)); see *United States v. Coeur 19 D’Alenes Co.*, 767 F.3d 873, 877 (9th Cir. 2014) (“[W]e require a district court to review 20 a proposed consent decree for the purpose of determining whether it is fair—not only 21 procedurally, but also substantively.”). “In addition, because it is a form of judgment, a 22 consent decree must conform to applicable laws.” *Oregon*, 913 F.2d at 580.

When 23 reviewing a consent decree, a court must independently review its terms and avoid “rubber 24 stamp approval.” See *United States v. Montrose Chem. Corp. of Cal.*, 50 F.3d 741, 747 25 (9th Cir. 1995). The approval of a proposed consent decree rests within the sound 26 discretion of the court. See *Oregon*, 913 F.2d at 580. 27 / / / 28 / / / 1 ANALYSIS 2 Under the proposed Consent Decree, Defendant is required to develop and 3 implement mutually agreed upon Best Management Practices (“BMPs”) to comply with 4 the Permit and engage in an iterative process to determine their efficacy.

See generally 5 Consent Decree. Plaintiffs are also permitted to conduct one annual site inspection per 6 year for the purposes of ensuring compliance with the Consent Decree and Permit. Id. 7 ¶ 30. The Consent Decree provides that Defendant will submit a payment totaling \$5,000 8 to I Love a Clean San Diego, a public charity, to fund environmental project activities, id. 9 ¶ 33, and Defendant will pay \$40,000 to Plaintiffs to “partially reimburse plaintiffs for their 10 investigation fees and costs, expert/consultant fees and costs, reasonable attorneys’ fees, 11 and other costs associated with investigating and filing the lawsuit, and negotiating the 12 resolution of this matter,” id. ¶ 34.

Finally, the Consent Decree requires Defendant to pay 13 an additional \$3,500 per year to Plaintiffs for the duration of the Consent Decree, to allow 14 for Plaintiffs’ ongoing monitoring. Id. ¶ 32. 15 I. Procedural Fairness 16 The Court first considers whether the proposed Consent Decree is the “product of a 17 procedurally fair process.” *Montrose*, 50 F.3d at 746. “To measure procedural fairness, a 18 court should ordinarily look to the negotiation process and attempt to gauge its candor, 19 openness, and bargaining balance.” *Cannons*, 899 F.2d at 86; *San Diego Unified Port Dist.*

20 v. *Gen. Dynamics Corp.*, No. 07-CV-01955-BAS-WVG, 2017 WL 2655285, at *7 (S.D. 21 Cal. June 20, 2017). “The district court’s role in reviewing the essentially private 22 agreement among the parties is ‘limited to the extent necessary to reach a reasoned 23 judgment that the agreement is not the product of fraud or overreaching by, or collusion 24 between, the negotiating parties.’” *Oregon*, 913 F.2d at 586 (quoting *Officers for Just. v. 25 Civil Serv.*

Comm’n of S.F., 688 F.2d 615, 625 (9th Cir. 1982)). 26 Here, according to the Parties, the proposed Consent Decree is the result of “serious, 27 extensive negotiations in good faith for almost five months.” Joint Mot. at 5. And the 28 Parties were represented by experienced legal

and technical staff, who approved the terms 1 of the settlement. *Id.* There is nothing in the record to suggest the consent decree resulted 2 from anything other than “good faith, arms-length negotiations.” See *Oregon*, 913 F.2d 3 at 581; see also *Ecological Rts.*

Found. v. San Diego Gas & Elec. Co., No. 24-CV-1614- 4 RSH-MMP, 2024 WL 4495530, at *3 (S.D. Cal. Oct. 15, 2024). 5 II. Substantive Fairness and Reasonableness 6 Next, the Court considers whether the proposed Consent Decree is “substantively 7 fair to the parties in light of a reasonable reading of the facts.” *Montrose*, 50 F.3d at 746. 8 “Substantive fairness introduces into the equation concepts of corrective justice and 9 accountability: a party should bear the cost of the harm for which it is legally responsible.” 10 *Cannons*, 899 F.2d at 87.

The relevant standard is not whether the settlement “is one which 11 the court itself might have fashioned, or considers as ideal[.]” *Id.* at 84. “Rather, the court’s 12 approval is nothing more than ‘an amalgam of delicate balancing, gross approximations 13 and rough justice.” *Oregon*, 913 F.2d at 581 (quoting *Officers for Just.*, 688 F.2d at 625)). 14 “As long as the consent decree comes within the general scope of the case made by the 15 pleadings, furthers the objectives upon which the law is based, and does not violate[] the 16 statute upon which the complaint was based, the parties’ agreement may be entered by the 17 court.” *Sierra Club, Inc. v. Elec.*

Controls Design, Inc., 909 F.2d 1350, 1355 (9th Cir. 18 1990) (internal quotation marks omitted). 19 Here, Plaintiff’s Complaint alleges Defendant violates the CWA and the Permit, 20 including failing to (1) implement BMPs to achieve pollutant reduction standards, 21 (2) sample storm water discharges, and (3) prepare and implement Exceedance Response 22 Action plans, among others.

See Compl. The Consent Decree, in turn, requires structural 23 and non-structural BMPs designed to reduce pollutant discharges from the facility. 24 Consent Decree ¶ 15. Further, under the Decree, Defendant must develop a monitoring 25 program consistent with the Permit. *Id.* ¶16. And the Consent Decree requires Defendant 26 to prepare and submit to Plaintiffs a plan for exceedances.

Id. ¶ 24. Thus, the Court is 27 satisfied the Consent Decree comes within the scope of the pleadings. 28 The Parties also contend the proposed Consent Decree furthers the goals of the CWA 1 without protracted and expensive litigation.

The Court agrees. The CWA strives “to 2 restore and maintain the chemical, physical, and biological integrity of the Nation’s 3 waters.” 33 U.S.C. § 1251(a). To accomplish that goal, compliance with an issued Permit 4 is statutorily required and crucial. See 33 U.S.C. §§ 1311(a), 1342. And the Consent 5 Decree reflects negotiated terms to bring Defendant in compliance with the Permit.

6 The Consent Decree also requires Defendant to make a payment to a local nonprofit 7 working to clean the waterways into which Defendant's facility discharges. Consent 8 Decree ¶ 33. The Court agrees this payment furthers the goals of the CWA by funding 9 cleanup efforts in the waters receiving the discharges, thereby restoring the integrity of the 10 waters.

33 U.S.C. § 1251(a). And this payment is reasonable, considering it is in lieu of 11 civil penalties which, according to the Parties, could be up to \$66,712 per day per violation. 12 Joint Mot. at 8 (citing 33 U.S.C. § 1319(d); and then citing 40 C.F.R. § 19.4). 13 The negotiated resolution as to Plaintiffs' request for attorneys' fees is also aligned 14 with the CWA's objectives, as the statute allows for the recovery of attorneys' fees.

15 33 U.S.C. § 1365(d); see also *United States v. Electron Hydro, LLC*, No. C20-1746-JCC, 16 2022 WL 1607941, at *3 (W.D. Wash. May 20, 2022) (holding that "by awarding attorney 17 fees to Plaintiffs, the Consent Decree aligns with the CWA's fee-shifting provision, another 18 important part of its enforcement regime" (citation omitted)). 19 And Plaintiffs' request for \$40,000 is not, on its face, unreasonable, in light of the 20 months of investigation, negotiation, and other efforts involved.

See *Ecological Rts. 21 Found.*, 2024 WL 4495530, at *4 (finding for the purposes of approving a consent decree, 22 the Court "need not enter the minefield of hours, rates, and lodestar calculations and 23 adjustments because no fee petition is at issue" (quotation omitted)).

Finally, the Consent 24 Decree is in the public interest by conserving party and judicial resources while improving 25 water quality. 26 In light of the foregoing, the Court finds that the proposed Consent Decree is fair, 27 reasonable, and equitable, and that there is no indication it violates the law or public policy. 28 See *Sierra Club*, 909 F.2d at 1355.

1 CONCLUSION 2 Accordingly, it is hereby ORDERED: 3 1. The Joint Motion to Enter Consent Decree (ECF No. 16) is GRANTED. 4 2. The Proposed Consent Decree (ECF No. 12-1) is ENTERED and attached to this 5 Order as Attachment A. 6 3.

The Court will retain jurisdiction over this matter for the duration of the Consent 7 Decree for enforcement purposes until its termination. 8 this concludes the litigation in this matter, the Clerk is DIRECTED to CLOSE the 9 || case. 10 IT IS SO ORDERED. 11 Dated: June 23, 2025 jae Lb monaitenus- 12 on. Janis L. Sammartino 13 United States District Judge 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28