

assistance of an expert financial analyst, has reviewed the financial information submitted by Defendant Garrard to assess the asserted limited ability to pay. Based on the financial information provided, the United States has determined that Defendant Garrard has a limited ability to pay the full amount that would otherwise be appropriate for the serious violations alleged against him in the Complaint. Accordingly, the amount assessed in this Consent Decree against Defendant Garrard is reduced to the agreed level presented herein based on Defendant Garrard's demonstrated limited ability to pay.

The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid continued litigation between the Parties on the claims addressed in the Consent Decree, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before taking testimony and without adjudication or admission of any issue of fact or law, or liability, except as provided above and in Section I, below, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of the United States' claims in this action pursuant to Section 311(b)(7)(E) and (n) of the CWA, 33 U.S.C. § 1321(b)(7)(E) and (n); Section 311(e)(2) of the CWA, 33 U.S.C. § 1321(e)(2); and 28 U.S.C. §§ 1331, 1345, and 1355. The Court has personal jurisdiction over the Parties to this Consent Decree.

2. Venue lies in this judicial district pursuant to 28 U.S.C. §§ 1391 and 1395 because the claims arose in this district and Defendants are located and doing business in this

district.

3. For purposes of this Decree, or any action to enforce this Decree, Defendants consent to the Court's jurisdiction over this Decree or such action and over Defendants and consent to venue in this judicial district.

4. For purposes of this Consent Decree, Defendants agree that the Complaint states claims upon which relief may be granted pursuant to Section 311(b) and (e) of the CWA, 33 U.S.C. §1321(b) and (e).

II. APPLICABILITY

5. The obligations of this Consent Decree apply to and are binding upon the United States and upon Defendants and any successors, assigns, or other entities or persons otherwise bound by law.

6. No transfer of ownership or operation of the Facility, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Defendant WCC of its obligation to ensure that the terms of the Decree are implemented, unless (1) the transferee agrees to undertake the obligations required by this Decree and to be substituted for Defendant WCC as a Party under the Decree and thus be bound by the terms thereof, (2) the United States consents to relieve Defendant WCC of its obligations, and (3) the Court approves a joint motion from the United States, Defendant WCC, and the transferee requesting that the Court approve a modification substituting the transferee as the Defendant responsible for complying with the terms and conditions of the Consent Decree. The United States' decision to refuse to approve the substitution of the transferee for Defendant WCC shall not be subject to judicial review.

7. In any action to enforce this Consent Decree, Defendants shall not raise as a

defense the failure by any of their officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

8. Terms used in this Consent Decree that are defined in the CWA, or in regulations promulgated thereunder, shall have the meanings assigned to them in the Act or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

- a. “Coast Guard” shall mean the United States Coast Guard, and any of its successor departments or agencies.
- b. “Complaint” shall mean the complaint filed by Plaintiff in this action.
- c. “Consent Decree” or “Decree” shall mean this document.
- d. “Day” shall mean a calendar day unless expressly stated to be a working day. In computing any period of time under this Consent Decree, the rules set forth in Rule 6(a) of the Federal Rules of Civil Procedure shall be followed.
- e. “Defendant WCC” shall mean WCC Energy Group, LLC.
- f. “Defendant Garrard” shall mean Sammy Garrard.
- g. “Defendants” shall mean WCC Energy Group, LLC and Sammy Garrard.
- h. “Discharges” shall mean the two crude oil discharges discovered at the Frog Lake Facility’s transfer line and production barge on or about August 25, 2017.
- i. “Effective Date” shall have the definition provided in Section XII.
- j. “Frog Lake Facility” or “Facility” shall mean Defendant WCC’s oil production, storage, and transfer equipment and operations at Frog Lake in the Atchafalaya

River Basin.

k. “Paragraph” shall mean a portion of this Decree identified by an Arabic numeral.

l. “Parties” shall mean the United States, on behalf of the Coast Guard, Defendant WCC Energy Group, LLC, and Defendant Sammy Garrard.

m. “Plaintiff” shall mean the United States.

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

o. “United States” shall mean the United States of America, on behalf of the Coast Guard.

IV. CIVIL PENALTIES

9. Defendants shall not deduct or capitalize the civil penalties paid under this Section in calculating federal income tax or any state income tax.

10. Defendant WCC shall pay to the United States the sum of fifty-five thousand dollars (\$55,000.00), plus interest, as civil penalties. Interest shall accrue from the date on which this Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961, as of the date of lodging. Defendant WCC shall pay the penalties to the United States within thirty (30) Days of the Effective Date of the Consent Decree, or it may pay in up to five installments over a period of five months. If Defendant WCC elects to make payment in installments, Defendant WCC shall pay the first installment in the amount of fifteen thousand dollars (\$15,000.00), plus interest, within thirty (30) Days of the Effective Date of this Decree. Defendant WCC shall pay each of the next four monthly installments in the amount of ten thousand dollars (\$10,000.00),

plus interest, every thirty (30) Days thereafter. Defendant WCC may elect to make payments in advance of this installment schedule but shall not make any penalty payment before the Effective Date.

11. Defendant Garrard shall pay to the United States the sum of two thousand dollars (\$2,000.00), plus interest, as civil penalties. Interest shall accrue from the date on which this Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961, as of the date of lodging.

12. Defendant Garrard shall pay the penalties to the United States within thirty (30) Days of the Effective Date of the Consent Decree.

13. Defendants shall pay the civil penalty due by certified check or by FedWire Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice in accordance with written instructions to be provided to Defendants, following lodging of the Consent Decree, by the Financial Litigation Unit of the U.S. Attorney’s Office for the Middle District of Louisiana. Such amounts are to be deposited in the Oil Spill Liability Trust Fund. The payment shall reference the Civil Action Number assigned to this case and DOJ Number 90-5-1-1-11281/1 and shall specify that the payment is made toward CWA civil penalties to be deposited into the Oil Spill Liability Trust Fund pursuant to 33 U.S.C. § 1321(s) and 26 U.S.C. § 9509(b)(8).

14. At the time of payment, Defendants shall send a copy of the certified check, or the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in this case, and shall reference the Civil Action Number assigned to this case and DOJ Number 90-5-1-1-11281/1, to the United States in accordance with Section XI of this Decree (Notices)

and to:

Thomas H. Van Horn
National Pollution Funds Center
US Coast Guard Mailstop 7605
2701 Martin Luther King Jr. Avenue, SE
Washington, DC 20593-7605

Chief
United States Coast Guard
Office of Claims and Litigation CG-LCL
US Coast Guard Mailstop 7213
2703 Martin Luther King Jr. Avenue, SE
Washington, DC 20593-7213

V. INJUNCTIVE RELIEF

15. Defendants shall perform the following injunctive relief to help ensure that the oil spills that were discovered by the Coast Guard at the Frog Lake Facility will not be repeated.

16. Effective immediately, Defendant WCC shall provide at least twenty-four (24) hours of advance notice to the Coast Guard before any transfer operation is conducted at the Frog Lake Facility.

17. Effective immediately, Defendant WCC shall not store oily waste at the Facility.

18. Within ten (10) Days of the Effective Date of this Decree, Defendant WCC shall remove all oily waste from the Facility and dispose of it in accordance with all applicable laws and regulations.

19. Within ten (10) Days of the Effective Date of this Decree, Defendant WCC shall post placards that are in compliance with 33 C.F.R. § 155.450 at the Frog Lake Facility. Placards shall be posted, at a minimum, at the storage tank barge and at the transfer (load-out) point.

20. Beginning fifteen (15) Days after the Effective Date of this Decree, Defendant

WCC shall maintain flow meter gauges installed at both ends of the transfer pipeline (i.e., at the storage tank barge and at the transfer (load-out) point) at the Frog Lake Facility. Defendant WCC shall check, verify, and record in a log book the readings before, during, and at the end of each transfer operation to ensure oil losses are not occurring along the transfer pipeline. The log book shall be made available to the Coast Guard, EPA, and LDEQ upon request for inspection at any time. Defendant WCC shall calibrate and maintain the flow meters on a schedule and in accordance with the manufacturer's recommendations.

21. Within thirty (30) Days of the Effective Date of this Decree, Defendant WCC shall install pressure gauges on the transfer pipeline at the Frog Lake Facility. Defendant WCC shall apply a low amount of pressure on the transfer pipeline consistent with good engineering practice during the periods between transfers as an additional form of daily leak detection monitoring. The pressure gauges shall be capable of automatic recording of the pressure readings on a frequency of at least twice per day and during all oil transfer operations on the pipeline. Defendant WCC also shall check, verify, and manually record in a log book the pressure readings to ensure oil losses are not occurring along the transfer pipeline. Log entries shall be made every day a representative of WCC is on site and at least weekly, including immediately before, during, and after every transfer operation. The record of automatic pressure readings and the log book shall be made available to the Coast Guard, EPA, and LDEQ upon request for inspection at any time. Defendant WCC shall calibrate and maintain the pressure gauges on a schedule and in accordance with the manufacturer's recommendations.

22. Within sixty (60) Days after the Effective Date of this Decree, Defendant WCC shall use a non-destructive test method, such as use of an ultrasonic transducer, to assess the wall

thickness and integrity of the transfer pipeline. In addition, Defendant WCC shall use such non-destructive test method whenever Defendant WCC conducts hydrostatic pressure tests on the pipeline for the next three (3) years after the Effective Date of this Decree. The results of the ultrasonic testing shall be recorded and compared to the hydrostatic pressure tests to further analyze pipeline integrity.

23. For the next three (3) years after the Effective Date of this Decree, Defendant WCC shall inspect the Frog Lake Facility every day a representative of WCC is on site and at least weekly. These inspections shall be in addition to any other applicable statutory or regulatory requirements. As part of each inspection, Defendant WCC shall take photographs of any actionable issues in the areas inspected, including any areas with the visible presence of oil, including sheen or other discoloration, related to discharges from the Facility. Defendant WCC shall record inspection findings and results in a log book, including the identification of any discharges of oil (e.g., the presence of oil, sheen, or other discoloration on land or water) at the Facility, and identification of any deterioration of piping or other equipment and any maintenance needs. The photographs shall be preserved with date and time stamps embedded in the image and stored electronically at Defendant WCC's primary business office. The log book and photographs shall be made available to the Coast Guard, EPA, and LDEQ upon request for inspection at any time. An inspection log form to be used for these inspections is attached as Appendix A.

24. Defendant WCC shall submit written reports to the United States, in accordance with Section XI of this Decree (Notices), regarding the progress on and compliance with the requirements of this Section, including descriptions of when and how each corrective measure

was performed and any defects or spills discovered through the inspections of the Facility or review of flow meter and pressure gauge data. The reports also shall include paper or electronic copies of the hydrostatic test results and analysis, log book pages for the flow meters, pressure gauges, and Facility inspections, and electronic copies of the photographs and automatic pressure reading recordings for the time period addressed in each report. The reports shall be submitted on the following schedule: by the last calendar day of the last month in every sixth month period after the Effective Date of this Decree for three (3) years, for a total of six (6) reports. This requirement is in addition to any other existing reporting obligations under the law, including the requirement under 33 U.S.C. § 1321(b)(5) to immediately notify the National Response Center and other appropriate authorities in the event of a discharge of oil or hazardous substance.

25. Defendant Garrard shall submit written reports to the Coast Guard's Marine Safety Unit in Baton Rouge identifying the oil and gas facilities where Defendant Garrard is working or has worked during the preceding six-month period. Each report shall include the name and location of the work site, the owner and manager of the facility, a description of Defendant Garrard's job title and responsibilities at the facility, and the duration or expected duration of Defendant Garrard's involvement at the facility. The reports shall be submitted on the following schedule: by the last calendar day of the last month in every sixth month period after the Effective Date of this Decree for one (1) year, for a total of two (2) reports. The reports shall be submitted to the following address:

U.S. Coast Guard
Marine Safety Unit Baton Rouge
Attn: Unit Commander
6041 Crestmount Dr.
Baton Rouge, LA 70809

This requirement is in addition to any other existing reporting obligations under the law, including the requirement under 33 U.S.C. § 1321(b)(5) to immediately notify the National Response Center and other appropriate authorities in the event of a discharge of oil or hazardous substance.

26. Each report or certification submitted by WCC under this Section shall be signed by an official of WCC. Each report or certification submitted by Defendant Garrard under this Section shall be signed by Defendant Garrard. Each report or certification submitted shall include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

27. The reporting requirements of this Consent Decree do not relieve Defendants of any reporting obligations required by the Act or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

28. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

29. Any sale, lease, or other transfer of Defendant WCC's Frog Lake Facility shall be subject to compliance with this Consent Decree.

VI. STIPULATED PENALTIES

30. Each Defendant shall be liable for stipulated penalties to the United States for its violations of this Consent Decree as specified below, unless excused under Section VII (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Decree, including any plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

31. If either Defendant fails to pay its respective civil penalties and interest required under Section IV (Civil Penalties) when due, that Defendant shall pay to the United States a stipulated penalty of twenty-five hundred dollars (\$2,500) per Day for each Day that payment is late.

32. If either Defendant fails to perform the injunctive relief required under Section V (Injunctive Relief) when due, that Defendant shall pay to the United States a stipulated penalty as follows:

- a. 1st to 30th day: \$1,000 penalty per Day;
- b. 31st to 60th day: \$2,500 penalty per Day; and
- c. More than 60 days: \$5,000 penalty per Day.

33. Late payment of amounts due under this Consent Decree and payment of any stipulated penalties shall be made in accordance with payment instructions in Section IV above. All transmittal correspondence shall state that any such payment is for late payment of the civil penalties due under this Consent Decree, for stipulated penalties for delayed performance of injunctive relief required under this Consent Decree, or for stipulated penalties for late payment

of an amount due, as applicable.

34. For all payments of stipulated penalties to the United States, Defendants shall reference the Civil Action Number assigned to this case and DOJ Number 90-5-1-1-11281/1 and shall specify that the payments are for stipulated penalties to be deposited into the United States Treasury.

35. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due and shall continue to accrue until performance is satisfactorily completed. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

36. Each Defendant shall pay those stipulated penalties for which it is responsible, respectively, within thirty (30) Days of receiving a written demand from the United States.

37. The United States may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due to the United States under this Consent Decree.

38. Stipulated penalties shall continue to accrue as provided in Paragraphs 31, 32, and 35 during any Dispute Resolution under Section VIII, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of the United States that is not appealed to the Court, the Defendant owing penalties shall pay accrued penalties determined to be owing, together with interest, to the United States within thirty (30) Days of the effective date of the agreement or the receipt of the United States' decision or order.

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, Defendants shall pay all accrued penalties determined by the Court to be owing, together with interest, within sixty (60) Days of receiving the Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the District Court's decision, Defendants shall pay all accrued penalties determined to be owing, together with interest, within fifteen (15) Days of receiving the final appellate court decision.

39. Defendants shall not deduct stipulated penalties paid under this Section in calculating federal income tax or any state income tax.

40. If any Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, that Defendant shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for Defendant's failure to pay any stipulated penalties.

41. Subject to the provisions of Section IX of this Consent Decree (Effect of Settlement/Reservation of Rights), the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States for a Defendant's violation of this Consent Decree or applicable law.

VII. FORCE MAJEURE

42. "Force Majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendants, of any entity controlled by Defendants, or of Defendants' contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Defendants' best efforts to fulfill the obligation. The requirement that Defendants exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential Force Majeure event and best efforts to address the effects of any potential Force Majeure event (a) as it is occurring and (b) following the potential force majeure, such that the

delay and any adverse effects of the delay are minimized. “Force Majeure” does not include Defendants’ financial inability to perform any obligation under this Consent Decree.

43. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a Force Majeure event, Defendants shall provide notice orally or by electronic or facsimile transmission to the Coast Guard within five (5) Days of when Defendants first knew that the event might cause a delay. Within ten (10) Days thereafter, Defendants shall provide in writing to the Coast Guard an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Defendants’ rationale for attributing such delay to a Force Majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Defendants, such event may cause or contribute to an endangerment to public health, welfare or the environment. Defendants shall include with any notice all available documentation supporting the claim that the delay was attributable to a Force Majeure. Failure to comply with the above requirements shall preclude Defendants from asserting any claim of Force Majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Defendants shall be deemed to know of any circumstance of which Defendants, any entity controlled by Defendants, or Defendants’ contractors knew or should have known.

44. If the United States agrees that the delay or anticipated delay is attributable to a Force Majeure event, the time for performance of the obligations under this Consent Decree that are affected by the Force Majeure event will be extended for such time as is necessary to

complete those obligations. An extension of the time for performance of the obligations affected by the Force Majeure event shall not, of itself, extend the time for performance of any other obligation. The United States will notify Defendants in writing of the length of the extension, if any, for performance of the obligations affected by the Force Majeure event.

45. If the United States does not agree that the delay or anticipated delay has been or will be caused by a Force Majeure event, the United States will notify Defendants in writing of the decision.

46. If Defendants elect to invoke the dispute resolution procedures set forth in Section VIII (Dispute Resolution) it shall do so no later than thirty (30) Days after receipt of the United States' notice. In any such proceeding, Defendants shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a Force Majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Defendants complied with the requirements of Paragraphs 42 and 43, above. If Defendants carry this burden, the delay at issue shall be deemed not to be a violation by Defendants of the affected obligation of this Consent Decree identified to the United States and the Court.

VIII. DISPUTE RESOLUTION

47. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. A Defendant's failure to seek resolution of a dispute under this Section shall preclude that Defendant from raising any such issue as a

defense to an action by the United States to enforce any obligation of Defendants arising under this Decree.

48. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Defendants send the United States a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed twenty (20) Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within twenty (20) Days after the conclusion of the informal negotiation period, Defendants invoke formal dispute resolution procedures as set forth below.

49. Formal Dispute Resolution. Defendants shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendants' position and any supporting documentation relied upon by Defendants.

50. The United States shall serve its Statement of Position within forty-five (45) Days of receipt of Defendants' Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on Defendants, unless Defendants file a motion for judicial review of the dispute in accordance with the following Paragraph.

51. Defendants may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section XI (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within thirty (30) Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Defendants' position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

52. The United States shall respond to Defendants' motion within the time period allowed by the Local Rules of this Court. Defendants may file a reply memorandum, to the extent permitted by the Local Rules.

53. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 51, a Defendant shall bear the burden of demonstrating that its position complies with this Consent Decree and better furthers the objectives of the Consent Decree.

54. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendants under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 38. If Defendants do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VI (Stipulated Penalties).

IX. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

55. This Consent Decree resolves the civil penalty and injunctive relief claims of the United States for the causes of action alleged against Defendants in the Complaint.

56. The United States reserves all legal and equitable claims for, including but not limited to, injunctive relief, civil penalties, damages including natural resource damages, criminal liability, and other appropriate relief, except as expressly stated in Paragraph 55. This Consent Decree shall not be construed to limit the rights of the United States to obtain additional relief under any federal or state law, implementing regulations of federal or state law, or permit conditions, except as expressly specified in this Consent Decree.

57. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, damages including natural resource damages, criminal liability, or other appropriate relief relating to the Facility or Defendants' violations alleged in the Complaint, Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to the claims that have been specifically resolved pursuant to Paragraph 55 of this Section. Defendants reserve any and all defenses or claims not specifically addressed in this Section.

58. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations. Defendants are each responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations,

orders, and permits. Defendants' compliance with this Consent Decree shall be no defense to any action commenced pursuant to said laws, regulations, orders, or permits, except as set forth herein. The United States does not, by its consent to the entry of this Decree, warrant or aver in any manner that Defendants' compliance with any aspect of this Consent Decree will result in compliance with provisions of the CWA or with any other provisions of federal, state, or local laws, regulations, orders, or permits.

59. This Consent Decree does not limit or affect the rights of Defendants or of the United States against any third parties that are not party to this Consent Decree, nor does it limit the rights of third parties that are not party to this Consent Decree against Defendants, except as otherwise provided by law, including but not limited to 33 U.S.C. § 1365(b)(1)(B) and 42 U.S.C. § 7604(b)(1)(B). This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not a party to this Consent Decree.

60. Defendants hereby covenant not to sue and agree not to assert any claims related to the Discharges, or response activities in connection with the Discharges, against the United States pursuant to the CWA, Oil Pollution Act ("OPA"), or any other state or federal law or regulation for acts or omissions through the date of lodging of the Consent Decree. Defendants further covenant not to sue and agree not to assert any direct or indirect claim for reimbursement from the Oil Spill Liability Trust Fund or pursuant to any other provision of law.

61. Notwithstanding any other provision of this Consent Decree, if the financial information provided by Defendant Garrard, or the financial certification contained in Paragraph 62 of this Consent Decree made by Defendant Garrard in signing this Consent Decree, is subsequently determined by the United States to be, in any material respect, false or inaccurate,

Defendant Garrard shall forfeit all payments made pursuant to this Consent Decree, and the resolution of liability provided by Paragraph 55 shall be null and void as to Defendant Garrard. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose the United States' right to pursue any other causes of action arising from Defendant Garrard's materially false or inaccurate information.

62. Defendant Garrard hereby certifies that, to the best of his knowledge and belief, after thorough inquiry, he has: submitted to the United States financial information that fairly, accurately and materially sets forth his financial circumstances, and that those circumstances have not materially changed between the time the financial information was submitted to the United States and the time Defendant Garrard executes this Consent Decree.

X. COSTS

63. The Parties shall bear their own costs related to this action and this Consent Decree, including attorneys' fees, except that the United States shall be entitled to collect costs (including attorneys' fees) incurred in any action necessary to enforce this Consent Decree.

XI. NOTICES

64. Unless otherwise specified herein, whenever notifications, submissions, reports, or communications are required by this Consent Decree, they shall be made in writing and addressed to all parties as follows:

As to the United States:

To the U.S. Department of Justice:

EES Case Management Unit
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
eesdcopy.enrd@usdoj.gov
Re: DJ #90-5-1-1-11281/1

To the U.S. Coast Guard:

Chief
Office of Claims and Litigation CG-LCL
United States Coast Guard
2703 Martin Luther King Jr. Avenue, SE
Washington, DC 20593-7213

Staff Judge Advocate
United States Coast Guard, District 8
500 Poydras Street
New Orleans, LA 70130

As to Defendants:

William Weidner
WCC Energy Group, LLC
2400 Veterans Blvd., Suite 110
Kenner, LA 70062

Sammy Garrard
11110 Crossover Road
Denham Springs, LA 70726

Lane Ewing
Cazayoux Ewing Law Firm
257 Maximilian Street
Baton Rouge, LA 70802
Counsel for Sammy Garrard

65. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

66. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XII. EFFECTIVE DATE

67. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

XIII. RETENTION OF JURISDICTION/TERMINATION

68. The Court shall retain jurisdiction over this case until termination of this Consent Decree for the purpose of effectuating or enforcing compliance with the terms of this Decree.

XIV. TERMINATION

69. After a Defendant has complied with the requirements of this Consent Decree, including injunctive relief, and has paid the amounts due and any accrued stipulated penalties as required by this Consent Decree, that Defendant may serve upon the United States a Request for Termination, stating that the Defendant has satisfied those requirements, together with all necessary supporting documentation.

70. Following receipt by the United States of the requesting Defendant's Request for Termination, the United States shall confer with the Defendant informally concerning the Request and any disagreement as to whether that Defendant has satisfactorily complied with the

requirements for termination of this Consent Decree. If the United States agrees that the Decree may be terminated as to that Defendant, that Defendant and the United States shall submit a joint stipulation terminating the Decree that shall automatically terminate this Consent Decree as of the date the joint stipulation is filed. If the United States does not agree that the Decree may be terminated as to that Defendant, that Defendant may invoke Dispute Resolution under Section VIII. However, that Defendant shall not seek Dispute Resolution of any dispute regarding termination until thirty (30) Days after service of its Request for Termination. Termination as to one Defendant shall in no way alter the obligations of the other Defendant under this Consent Decree or the conditions for termination applicable to such other Defendant.

XV. PUBLIC PARTICIPATION

71. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) Days for public notice and comment. The Parties agree and acknowledge that final approval by the United States and entry of this Consent Decree is subject to notice of lodging of the Consent Decree and a public comment period. The United States reserves the right to withdraw or withhold consent if the comments disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper, or inadequate.

72. Defendants consent to entry of this Consent Decree without further notice and agree not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified the Parties in writing that it no longer supports entry of the Decree.

XVI. SIGNATORIES/SERVICE

73. The undersigned representatives of the Defendants and the Assistant Attorney

General for the Environment and Natural Resources Division of the Department of Justice each certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to the terms of this Decree.

74. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendants agree to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XVII. INTEGRATION

75. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XVIII. FINAL JUDGMENT

76. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and Defendants.

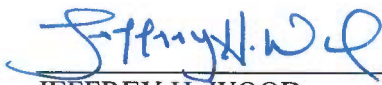
This Consent Decree is dated and entered this ____ day of _____, 2018.

UNITED STATES DISTRICT JUDGE
Middle District of Louisiana


Signature Page to Consent Decree in *U.S. v. WCC Energy Group, LLC and Sammy Garrard*

FOR PLAINTIFF UNITED STATES OF AMERICA:

4/26/18
Date


JEFFREY H. WOOD
Acting Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice

4/30/18
Date


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Senior Trial Attorney (D.C. Bar No. 468200)
R. SHEA DIAZ
Trial Attorney (D.C. Bar No. 1500278)
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Environment and Natural Resources Division
Environmental Enforcement Section
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Signature Page to Consent Decree in *U.S. v. WCC Energy Group, LLC and Sammy Garrard*

FOR PLAINTIFF THE UNITED STATES OF AMERICA (continued):

12 MAR 2018

Date



BRIAN JUDGE

Chief, Office of Claims and Litigation
United States Coast Guard
Coast Guard Headquarters
2703 Martin Luther King Jr. Ave, SE
Washington, DC 20593-7213

Mar 6, 2018

Date




CAPT. PHILIP SCHIFFLIN

Staff Judge Advocate
United States Coast Guard, District 8
500 Poydras Street
New Orleans, LA 70130

Signature Page to Consent Decree in *U.S. v. WCC Energy Group, LLC and Sammy Garrard*

FOR DEFENDANT WCC ENERGY GROUP, LLC:

Dated: 3/20/18

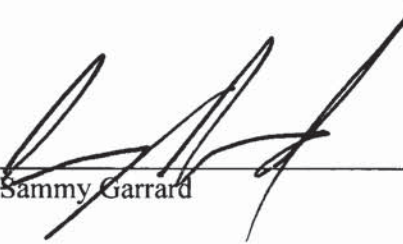
By: 
William Weidner
President, WCC Energy Group, LLC

Signature Page to Consent Decree in *U.S. v. WCC Energy Group, LLC and Sammy Garrard*

FOR DEFENDANT SAMMY GARRARD:

Dated: 3-7-18

By:


Sammy Garrard

Appendix A to Consent Decree in *U.S. v. WCC Energy Group, LLC and Sammy Garrard***FROG LAKE FACILITY INSPECTION LOG**

DATE OF INSPECTION:	TIME OF INSPECTION:
NAME OF PERSON CONDUCTING INSPECTION (PRINT):	

FACILITY COMPONENT INSPECTED (e.g., barge, oil wells, gathering lines, transfer pipeline, or other equipment)	CONDITION OF FACILITY COMPONENT (e.g., ease of accessibility, change in condition from last inspection, maintenance needed)	PRESENCE OF OIL OBSERVED? (Y/N. If yes, then describe ((e.g., oil sheen, crude oil, oily waste, discoloration, etc.))	PHOTOGRAPHS TAKEN? (Y/N)

NOTES:

I certify under penalty of law that the information recorded above for [INSERT DATE] _____ is accurate and correct. I am aware that there are significant penalties for false information, including the possibility of fine and imprisonment for knowing violations.

OPERATOR'S SIGNATURE:

OPERATOR'S NAME (PRINT):

DATE: