

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

-----	x	
UNITED STATES OF AMERICA	:	
	:	
	:	
Plaintiff,	:	
	:	Civil Action No. 2:21-cv-970
v.	:	
	:	
AXIAL CORPORATION, CITGO PETROLEUM	:	
CORPORATION, BRIDGESTONE AMERICAS	:	
TIRE OPERATIONS, LLC, BRIDGESTONE	:	
AMERICAS. INC., FIRESTONE POLYMERS,	:	
LLC, OCCIDENTAL CHEMICAL	:	
CORPORATION, OXY USA INC., PPG	:	
INDUSTRIES, INC., and	:	
WESTLAKE POLYMERS LLC	:	
	:	
	:	
Defendants.	:	
-----	x	

**CONSENT DECREE
FOR RECOVERY OF PAST RESPONSE COSTS**

TABLE OF CONTENTS

I.	BACKGROUND	1
II.	JURISDICTION	2
III.	PARTIES BOUND	2
IV.	DEFINITIONS.....	2
V.	PAYMENT OF PAST RESPONSE COSTS.....	6
VI.	FAILURE TO COMPLY WITH CONSENT DECREE	7
VII.	COVENANTS BY THE UNITED STATES	9
VIII.	RESERVATIONS OF RIGHTS BY UNITED STATES	10
IX.	COVENANTS BY SETTLING DEFENDANTS	11
X.	EFFECT OF SETTLEMENT/CONTRIBUTION	14
XI.	ACCESS TO INFORMATION	16
XII.	RETENTION OF RECORDS.....	18
XIII.	NOTICES AND SUBMISSIONS.....	20
XIV.	RETENTION OF JURISDICTION.....	23
XV.	INTEGRATION/APPENDICES	23
XVI.	LODGING AND OPPORTUNITY FOR PUBLIC COMMENT	24
XVII.	SIGNATORIES/SERVICE.....	24
XVIII.	FINAL JUDGMENT	25

I. BACKGROUND

A. The United States of America (“United States”), on behalf of the Administrator of the U.S. Environmental Protection Agency (EPA), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9607 (CERCLA), seeking reimbursement of response costs incurred or to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Calcasieu Estuary Site in Lake Charles, Calcasieu, Louisiana (“the Site”).

B. The defendants that have entered into this Consent Decree (“Settling Defendants”) do not admit any liability arising out of the transactions or occurrences alleged in the complaint.

C. The United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter without further litigation and without the admission or adjudication of any issue of fact or law is appropriate and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

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

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge entry or the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

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

IV. DEFINITIONS

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

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

“Consent Decree” shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

“Date of Lodging” shall mean the date upon which this Consent Decree is lodged with the Court, before commencement of the public comment period required by Section XVI.

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

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

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

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

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

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

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

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

“Parties” shall mean the United States and Settling Defendants.

“Past Response Costs” shall mean all costs, including but not limited to direct and indirect costs, that Plaintiff has paid or incurred at or in connection with the Site through the Effective Date, plus accrued Interest on all such costs through such date.

“Plaintiff” shall mean the United States.

“RCRA” shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

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

“Settling Defendants” shall mean Axiall Corporation, Bridgestone Americas Tire Operations, LLC as successor by merger to Bridgestone/Firestone, Inc. f/k/a The Firestone Tire & Rubber Company and owner of FSPC Holdco, LLC (sole owner of Firestone Polymers, LLC), Bridgestone Americas, Inc. as successor by merger to Firestone Diversified Products, LLC and Bridgestone Procurement Holdings USA, Inc., CITGO Petroleum Corporation, Firestone Polymers, LLC, OXY USA Inc. as successor by operation of law to Cities Service Refining Corporation, Occidental Chemical Corporation, PPG Industries, Inc., and Westlake Polymers LLC.

“Settling Defendants’ Past Response Costs” shall mean costs incurred by the Settling Defendants in connection with the Site through the Effective Date.

“Site” shall mean the Calcasieu Estuary Site, encompassing the areal extent of contamination within the areas encompassing Bayou Verdine, Bayou d’Inde, Coon Island Loop, Clooney Island Loop, Prien Lake, Lake Charles, and the Calcasieu River from the saltwater barrier to Moss Lake as depicted generally on the aerial photograph with overlay attached as Appendix A. Within these areas, the Calcasieu Estuary Site includes the surface water, tributaries, biota, sediment, soils, adjoining shoreline and banks, riparian habitats, and related wetlands. Except to the extent they are comprised of the foregoing specific areas, Settling Defendants’ present and former petrochemical manufacturing and refining facilities, as depicted generally on the aerial photograph with overlay attached as Appendix B, are not part of the Site.

“Transfer” shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

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

V. PAYMENT OF PAST RESPONSE COSTS

4. **Payment by Settling Defendants for Past Response Costs.** Within 14 days of the date on which the Court enters an order in this action authorizing payment by the Settling Defendants into the Court Registry Account, Settling Defendants shall deposit a total of \$5,500,000.00 into an interest-bearing Court Registry Account of the United States District Court for the Western District of Louisiana. Payment shall be made to the Clerk of the Court by electronic funds transfer (“EFT”) to the account designated by the Clerk of the Court, in accordance with payment instructions to be provided.

5. **Disbursement from Court Registry.** After entry of this Consent Decree by the District Court and either affirmation on appellate review of such entry or the expiration of time to appeal such entry, the \$5,500,000.00 deposited into the Court Registry Account under this Consent Decree (and all accrued interest) shall be disbursed to the United States pursuant to a separate Withdrawal Order of the Court as follows: The total amount disbursed shall be deposited into the EPA Hazardous Substance Superfund.

6. In the event Plaintiff withdraws or withholds consent to this Consent Decree before entry, or the Court declines to enter the Consent Decree, or entry of the Consent Decree is reversed on appellate review, the funds deposited into the Court Registry Account (and all accrued interest) shall be returned to the Settling Defendants pursuant to a separate Withdrawal Order of the Court.

VI. FAILURE TO COMPLY WITH CONSENT DECREE

7. **Interest on Late Payments.** If any Settling Defendant fails to make any payment under Paragraph 4 (Payment by Settling Defendants for Past Response Costs) by the required due date, Interest shall accrue on the unpaid balance through the date of payment.

8. **Stipulated Penalty**

a. If any amounts due to EPA under Paragraph 4 (Payment by Settling Defendants for Past Response Costs) are not paid by the required date, Settling Defendants shall be in violation of this Consent Decree and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 7, \$5,000.00 per violation per day that such payment is late.

b. If Settling Defendants do not comply with other obligations of this Decree, Settling Defendants shall be in violation of this Consent Decree and shall pay to EPA, as a stipulated penalty, \$1,000 per violation per day of such noncompliance.

c. Stipulated penalties are due and payable within 30 days after the date of the written demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as “stipulated penalties” and shall be made by Fedwire EFT to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York NY 10045
Field Tag 4200 of the Fedwire message should read
“D 68010727 Environmental Protection Agency”

d. At the time of payment, Settling Defendants shall send notice that payment has been made to EPA and DOJ in accordance with Section XIII (Notices and Submissions) and to the EPA Cincinnati Finance Center by email or by regular mail at:

Email: cinwd_acctsreceivable@epa.gov

Regular mail: EPA Cincinnati Finance Center
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference the CDCS Number, Site/Spill ID Number 06FY, and DJ Number 90-11-2-1284/2.

9. Penalties shall accrue as provided in this Section regardless of whether EPA has notified Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment or performance is due or the day a violation occurs and shall continue to accrue through the date of payment or the final day of correction of the noncompliance or completion of the activity. Nothing in this Consent Decree shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

10. If the United States brings an action to enforce this Consent Decree, Settling Defendants shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

11. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiffs by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.

12. The obligations of Settling Defendants to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the insolvency of any Settling Defendant or the failure by any Settling Defendant to make the payments required under this Consent Decree, the remaining Settling Defendants shall be responsible for such payments.

13. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendants from payment as required by Section V (Payment of Past Response Costs) or from performance of any other requirements of this Consent Decree.

VII. COVENANTS BY THE UNITED STATES

14. **Covenants for Settling Defendants by United States.** Except as specifically provided in Section VIII (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. These covenants shall take

effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. These covenants extend only to Settling Defendants and to their successors and assigns (but only to the extent that the alleged liability of the successor or assign is based on the alleged liability of Settling Defendants), and do not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY UNITED STATES

15. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within Paragraph 14 (Covenants for Settling Defendants by United States). Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants with respect to:

- a. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

IX. COVENANTS BY SETTLING DEFENDANTS

16. **Covenants by Settling Defendants.** Except as specifically provided in Paragraph 17, Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, or their contractors or employees, with respect to Past Response Costs, Settling Defendants' Past Response Costs and this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the response actions at the Site for which the Past Response Costs or Settling Defendants' Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of Louisiana, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or

c. any claim pursuant to Section 107 or 113 of CERCLA, 42 U.S.C. § 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law for Past Response Costs or Settling Defendants' Past Response Costs.

17. Reservations by Settling Defendants

a. Except as provided in Paragraphs 19 (Waiver of Claims by Settling Defendants) and 24 (Res Judicata and Other Defenses), the covenants in this Section shall not apply if the United States brings a cause of action or issues an order pursuant to any of the

reservations in Section VIII (Reservations of Rights by United States), other than in Paragraphs 15.a (claims for failure to meet a requirement of the Consent Decree) or 15.d (criminal liability), but only to the extent that Settling Defendants' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

b. Nothing in this Consent Decree shall affect any covenants not to sue provided to any of the Settling Defendants by the Consent Decree approved by this Court in *United States, et al. v. CITGO Petroleum, et al.*, Civ. No. 2:18-cv-00402 (W.D. La., entered October 15, 2018).

c. CITGO Petroleum Corporation and OXY USA, Inc. reserve all claims set forth in the U.S. Court of Federal Claims matter filed on May 10, 2019 and styled *OXY USA Inc. and CITGO Petroleum Corporation v. United States of America*, Case No. 19-694-C, as may be amended.

18. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

19. Waiver of Claims by Settling Defendants

a. Settling Defendants agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have:

(1) **De Micromis Waiver.** For all matters relating to the Site against any person where the person's liability to Settling Defendants with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials;

(2) **De Minimis/Ability to Pay Waiver.** For response costs relating to the Site against any person that has entered or in the future enters into a final CERCLA § 122(g) *de minimis* settlement, or a final settlement based on limited ability to pay, with EPA with respect to the Site.

b. Exceptions to Waivers

(1) The waivers under this Paragraph 19 shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person otherwise covered by such waivers if such person asserts a claim or cause of action relating to the Site against such Settling Defendant.

(2) The waiver under Paragraph 19.a(1) (De Micromis Waiver) shall not apply to any claim or cause of action against any person otherwise covered by

such waiver if EPA determines that: (i) the materials containing hazardous substances contributed to the Site by such person contributed significantly or could contribute significantly, either individually or in the aggregate, to the cost of the response action or natural resource restoration at the Site; or (ii) such person has failed to comply with any information request or administrative subpoena issued pursuant to Section 104(e) or 122(e)(3)(B) of CERCLA, 42 U.S.C. § 9604(e) or 9622(e)(3)(B), or Section 3007 of RCRA, 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site; or if (iii) such person has been convicted of a criminal violation for the conduct to which the waiver would apply and that conviction has not been vitiated on appeal or otherwise.

X. EFFECT OF SETTLEMENT/CONTRIBUTION

20. Except as provided in Paragraph 19 (Waiver of Claims by Settling Defendants), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Section IX (Covenants by Settling Defendants), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Consent Decree diminishes the right of the United States, pursuant to Section

113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

21. The Parties agree, and by entering this Consent Decree this Court finds, that this Consent Decree constitutes a judicially-approved settlement pursuant to which each Settling Defendant has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are Past Response Costs and Settling Defendants’ Past Response Costs.

22. The Parties further agree, and by entering this Consent Decree this Court finds, that the complaint filed by the United States in this action is a civil action within the meaning of Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this Consent Decree constitutes a judicially-approved settlement pursuant to which each Settling Defendant has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

23. Each Settling Defendant shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify EPA and

DOJ in writing within 10 days after service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA and DOJ within 10 days after service or receipt of any Motion for Summary Judgment, and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

24. Res Judicata and Other Defenses. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling 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-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; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by Plaintiffs set forth in Section VII.

XI. ACCESS TO INFORMATION

25. Settling Defendants shall provide to EPA, upon request, copies of all records, reports, documents, and other information not previously provided to the United States (including records, reports, documents, and other information in electronic form) (hereinafter referred to as “Records”) within their possession or control, or that of their contractors or agents (as to former contractors or agents, when available through Settling Defendants’ good faith efforts to obtain) relating to activities at the Site, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Site.

26. Privileged and Protected Claims

a. Settling Defendants may assert that all or part of a Record is privileged or protected as provided under federal law, provided they comply with Paragraph 26.b, and except as provided in Paragraph 26.c.

b. If Settling Defendants assert a claim of privilege or protection, they shall provide Plaintiff with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Settling Defendants shall provide the Record to Plaintiff in redacted form to mask the privileged or protected information only. Settling Defendants shall retain all Records that they claim to be privileged or protected until the United States has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in the Settling Defendants' favor.

c. Settling Defendants may make no claim of privilege or protection regarding:

(1) any data regarding the Site, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or

(2) the portion of any Record that Settling Defendants are required to create or generate pursuant to this Consent Decree.

27. **Business Confidential Claims.** Settling Defendants may assert that all or part of a Record submitted to Plaintiff under this Section or Section XII (Retention of Records) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Settling Defendants shall segregate and clearly identify all Records or parts thereof submitted under this Consent Decree for which Settling Defendants assert a business confidentiality claim. Records that Settling Defendants claim to be confidential business information will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Settling Defendants that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such Records without further notice to Settling Defendants.

28. Notwithstanding any provision of this Consent Decree, the United States retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XII. RETENTION OF RECORDS

29. Until 5 years after the Effective Date, each Settling Defendant shall preserve and retain all non-identical copies of Records now in its possession or control or that come into

its possession or control, that relate in any manner to its liability under CERCLA with respect to the Site, provided, however, that Settling Defendants who are potentially liable as owners or operators of the Site must retain, in addition, all Records that relate to the liability of any other person under CERCLA with respect to the Site. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary. Any such Records may be preserved and retained in electronic format if such format preserves a true copy of the original; all such electronically preserved Records shall be deemed originals for purposes of their admissibility under the Federal Rules of Evidence.

30. At the conclusion of the record retention period, Settling Defendants shall notify EPA and DOJ at least 90 days prior to the destruction of any such Records, and, upon request by EPA or DOJ, and except as provided in Paragraph 26 (Privileged and Protected Claims), Settling Defendants shall deliver any such Records to EPA.

31. Each Settling Defendant certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the United States or the State and that it has fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

XIII. NOTICES AND SUBMISSIONS

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

As to DOJ by email: eescdcopy.enrd@usdoj.gov
Re: DJ# 90-11-2-1284/2

As to DOJ by mail: EES Case Management Unit
U.S. Department of Justice
Environment and Natural Resources Division
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-11-2-1284/2

As to EPA: Edwin Quinones
Assistant Regional Counsel
US EPA Region 6, 6RCEW
1201 Elm St., Suite 500
Dallas, TX 75270
(214) 665-8035

Kenneth Talton
Enforcement Officer
US EPA Region 6, 6RCEW
1201 Elm St., Suite 500
Dallas, TX 75270
(214) 665-7475

As to Settling Defendants:

For Bridgestone/Firestone Parties:

David M. Dumas
Associate General Counsel
Legal Recoveries and Environmental Litigation
Bridgestone Americas, Inc.
200 4th Avenue South
Nashville, TN 37201
(615) 937-3720
DumasDavid@bfusa.com

Jaz Boon
Senior Counsel – Environmental
Law Department
Bridgestone Americas, Inc.
200 4th Avenue South
Nashville, TN 37201
(615) 937-4786
BoonRobert@bfusa.com

For Citgo:

William S. Booth
Sr. Corporate Counsel
CITGO Petroleum Corporation
12310 New Avenue
Lemont, Illinois 60439
630-257-4273
wbooth@citgo.com

Phyllis K. Holifield
Environmental Manager
CITGO Petroleum Corporation
4401 Highway 108
Lake Charles, Louisiana 70602
337-708-8431
pholifi@citgo.com

For OXY/Occidental Parties:

Frank Parigi
Vice-President and General Counsel
Glenn Springs Holdings, Inc.
14555 Dallas Parkway, Suite 400
Dallas, TX 75254
(972) 687-7503
Frank_Parigi@oxy.com

Suda Arakere
Vice-President Environmental Affairs
Glenn Springs Holdings, Inc.
56 Greenway Plaza, Suite 110
Houston, TX 77046
(713) 266-5872
Suda_Arakere@oxy.com

For PPG:

Steven F. Faeth
Corporate Counsel – EHS
PPG Industries, Inc.
One PPG Place, Floor 39
Pittsburgh, PA
sfaeth@ppg.com

Hadley Stamm
PPG Industries, Inc.
4829 Fairland Road
Barberton, OH 44203
Hadley.Stamm@ppg.com

For Westlake/Axial Parties:

Rebecca Moring, Esq.
Senior Counsel Environmental
Westlake Chemical
2801 Post Oak Blvd., Suite 600
Houston, TX 77056
(713) 585-7941
rmoring@westlake.com

Bill Goulet
Manager Remedial Projects
Westlake Chemicals
P.O. Box 1000
Lake Charles, LA 70602-1000
Office (337) 708-4453
Cell (337) 526-4336
Fax (337) 708-4248
bill.goulet@westlake.com

XIV. RETENTION OF JURISDICTION

33. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XV. INTEGRATION/APPENDICES

34. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree: “Appendix A” is an aerial photograph with overlay showing a general depiction of the Site. “Appendix B” is an aerial photograph with overlay provided by Settling Defendants showing a general depiction of Settling Defendants’ present and former petrochemical manufacturing and refining facilities near the Site.

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

35. This Consent Decree shall be lodged with the Court for a period of at least 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

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

XVII. SIGNATORIES/SERVICE

37. Each undersigned representative of a Settling Defendant and the Assistant Attorney General, U.S. Department of Justice, Environment and Natural Resources Division, certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

38. Each Settling Defendant agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

39. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling

Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that Settling Defendants need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XVIII. FINAL JUDGMENT

40. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and the Settling Defendants.

SO ORDERED THIS ____ DAY OF _____, 2021.


United States District Judge

Signature Page for Consent Decree Regarding Calcasieu Estuary Superfund Site

FOR THE UNITED STATES OF AMERICA:

JEAN E. WILLIAMS
Acting Assistant Attorney General
U.S. Department of Justice
Environment and Natural Resources
Division

Dated: April 12, 2021


KENNETH G. LONG
Senior Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, D.C. 20044-7611
Phone: (202) 514-2840
Facsimile: (202) 616-6584
D.C. Bar No. 414791
kenneth.long@usdoj.gov

Signature Page for Consent Decree Regarding Calcasieu Estuary Superfund Site

ALEXANDER C. VAN HOOK
Acting United States Attorney
Western District of Louisiana

s/ Jerry Edwards, Jr.
JERRY EDWARDS, JR.
Chief, Civil Division
United States Attorney's Office
Western District of Louisiana
U.S. Department of Justice
300 Fannin Street, Suite 3201
Shreveport, Louisiana 71101
(318) 676-3614
Bar No. 30242
jerry.edwards@usdoj.gov

Signature Page for Consent Decree Regarding Calcasieu Estuary Superfund Site

WREN STENGER

Digitally signed by WREN STENGER
DN: c=US, o=U.S. Government, ou=Environmental
Protection Agency, cn=WREN STENGER,
0.9.2342.19200300.100.1.1=68001003651787
Date: 2021.04.07 17:11:00 -05'00'

WREN STENGER

Director
Superfund & Emergency Management
Division
U.S. Environmental Protection Agency
Region 6
1201 Elm St., Suite 500
Dallas, TX 75270

EDWIN QUINONES

Digitally signed by EDWIN QUINONES
DN: c=US, o=U.S. Government, ou=Environmental
Protection Agency, cn=EDWIN QUINONES,
0.9.2342.19200300.100.1.1=68001003652729
Date: 2021.04.07 14:35:43 -05'00'

EDWIN QUINONES

Assistant Regional Counsel
U.S. Environmental Protection Agency
Region 6
1201 Elm St., Suite 500
Dallas, TX 75270

Signature Page for Consent Decree Regarding Calcasieu Estuary Superfund Site

FOR DEFENDANT:


Name of Defendant: Axiall Corporation

Dated: 3-30-2021

Name (print): ANDREW KENNER

Title:

Address:


Sr. V.P. Operations
2801 Post Oak Blvd., Suite 600
HOUSTON TX 77056

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: CT Corporation

Title: _____

Address: 3867 Plaza Tower Drive, Baton Rouge, LA 70816

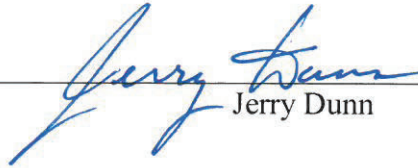
Phone: 866-665-5799

email: Southteam2@wolterskluwer.com

Signature Page for Consent Decree Regarding Calcasieu Estuary Superfund Site

FOR DEFENDANT:

CITGO Petroleum Corporation:

A handwritten signature in blue ink, appearing to read "Jerry Dunn", is written over a horizontal line.

Jerry Dunn

Dated: 3/4/21

Title: Vice President and
General Manager
CITGO Petroleum Corporation
Lake Charles Refinery

Address: 4401 Hwy 108
Westlake, Louisiana
70669

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: William S. Booth

Title: Sr. Corporate Counsel

Address: 12310 New Avenue
Lemont, Illinois
60439

Phone: 630-257-4273

email: wbooth@citgo.com

Signature Page for Consent Decree Regarding Calcasieu Estuary Superfund Site

FOR DEFENDANT:

Name of Defendant: Bridgestone Americas Tire Operations, LLC

Dated: March 8, 2021

Signature: 

Name (print): Christopher R. Nicastro

Title: Exec. V.P. & Chief Legal Officer

Address: 200 4th Avenue South

Nashville, TN 37201

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: United Agent Group

Title: _____

Address: 1070-B West Causeway Approach
Mandeville, LA 70471

Phone: (561) 508-5033

email: _____

Signature Page for Consent Decree Regarding Calcasieu Estuary Superfund Site

FOR DEFENDANT:

Name of Defendant: Bridgestone Americas, Inc.

Dated: March 8, 2021

Signature:



Name (print): Christopher R. Nicastro

Title: Exec. V.P. & Chief Legal Officer

Address: 200 4th Avenue South

Nashville, TN 37201

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: United Agent Group

Title: _____

Address: 1070-B West Causeway Approach
Mandeville, LA 70471

Phone: (561) 508-5033

email: _____

Signature Page for Consent Decree Regarding Calcasieu Estuary Superfund Site

FOR DEFENDANT:

Name of Defendant: Firestone Polymers, LLC

Dated: March 6, 2021

Signature:



Name (print): Alan C. Yarcusko

Title: General Counsel

Address: 10 East Firestone Blvd.

Akron, OH 44301

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: United Agent Group

Title: _____

Address: 1070-B West Causeway Approach
Mandeville, LA 70471

Phone: (561) 508-5033

email: _____

Signature Page for Consent Decree Regarding Calcasieu Estuary Superfund Site

FOR DEFENDANT:

Name of Defendant: Occidental Chemical Corporation

Dated: 03/15/2021

Name (print): Juan P. Somoano

A handwritten signature in black ink that reads "Juan P. Somoano". The signature is written in a cursive style with a large, stylized "J" and "S".

Title: Vice President

Address: 5 Greenway Plaza, Suite 110
Houston, TX 77046

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Frank Parigi
Title: Vice President and General Counsel
Address: Glenn Springs Holdings, Inc.
1455 Dallas Parkway, Suite 400
Dallas, Texas 75254
Phone: (972) 687-7503
email: frank_parigi@oxy.com

and

Lloyd W. Landreth
Landreth Law Firm, PLC
801 East B Street
Jenks, Oklahoma 74037-4307
(918) 296-0460
llandreth@landrethlaw.com

Signature Page for Consent Decree Regarding Calcasieu Estuary Superfund Site

FOR DEFENDANT:

Name of Defendant: OXY USA Inc.

Dated: 03/15/2021

Name (print): Juan P. Somoano

A handwritten signature in black ink that reads "Juan P. Somoano". The signature is fluid and cursive, with the first and last names being more prominent than the middle initial.

Title: Vice President

Address: 5 Greenway Plaza, Suite 110
Houston, TX 77046

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Frank Parigi
Title: Vice President and General Counsel
Address: Glenn Springs Holdings, Inc.
1455 Dallas Parkway, Suite 400
Dallas, Texas 75254
Phone: (972) 687-7503
email: frank_parigi@oxy.com

and

Lloyd W. Landreth
Landreth Law Firm, PLC
801 East B Street
Jenks, Oklahoma 74037-4307
(918) 296-0460
llandreth@landrethlaw.com

Signature Page for Consent Decree Regarding Calcasieu Estuary Superfund Site

FOR DEFENDANT:



Name of Defendant: PPG Industries, Inc.

Dated: 3/12/2021

Name (print): Steven F. Faeth

Title: Corporate Counsel EHS

Address: One PPG Place

Pittsburgh, PA 15272

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Steven F. Faeth

Title: Corporate Counsel EHS

Address: One PPG Place

Pittsburgh, PA 15272

Phone: (412) 434-3799

email: sfaeth@ppg.com

Signature Page for Consent Decree Regarding Calcasieu Estuary Superfund Site

FOR DEFENDANT:

Name of Defendant: Westlake Polymers LLC

Dated: 3-30-2021

Name (print):


ANDREW KENNER

Title:

Sr. V.P. Operations

Address:

2801 Post Oak Blvd, Suite
HOUSTON TX 77056

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

CT Corporation

Title:

Address:

3867 Plaza Tower Drive, Baton Rouge, LA 70816

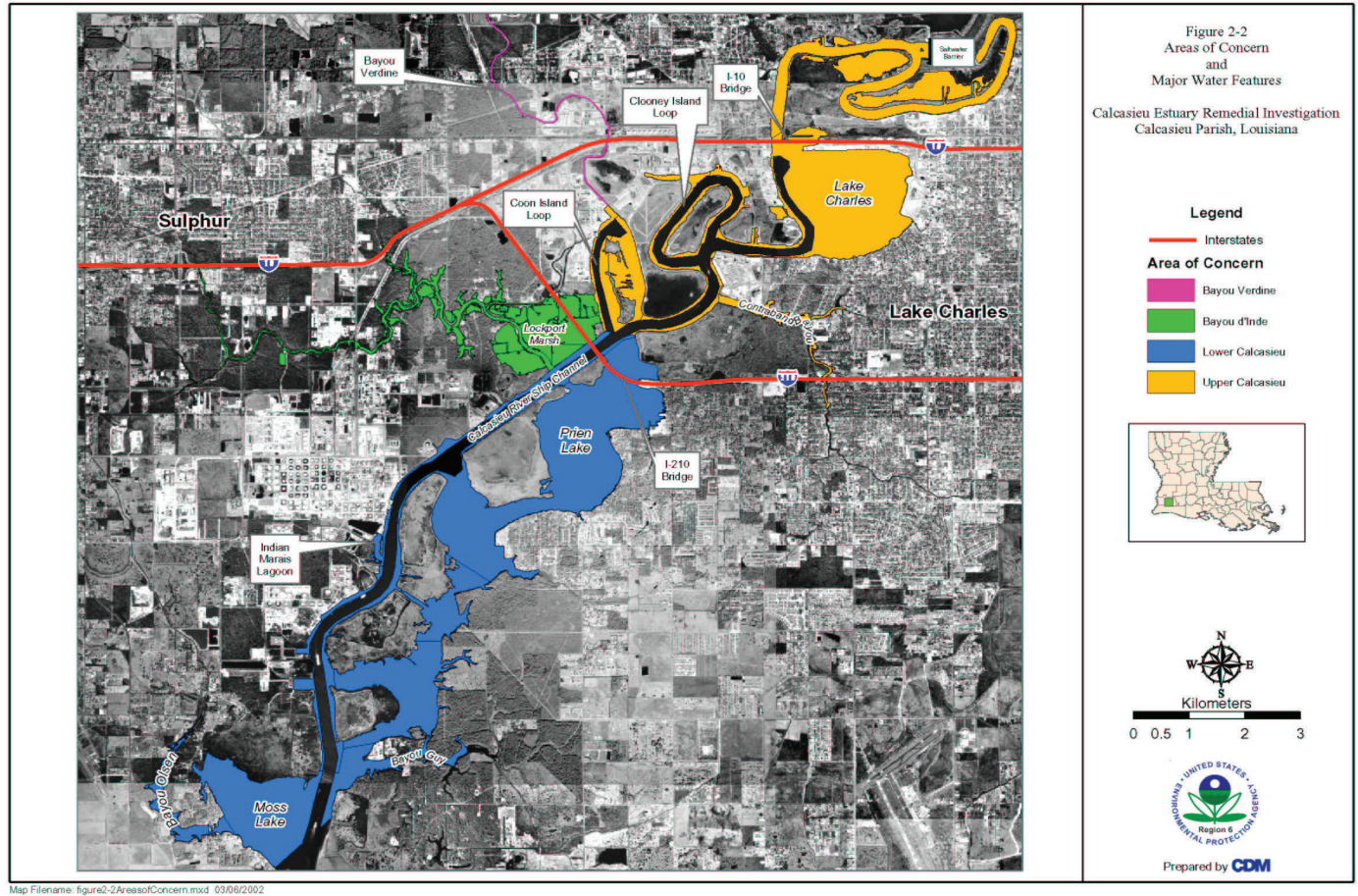
Phone:

866-665-5799

email:

Southteam2@wolterskluwer.com

APPENDIX A



APPENDIX B

Locations of Settling Defendants' Manufacturing/Refining Properties Near the Calcasieu Estuary Site

