

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
MIDLAND/ODESSA DIVISION

UNITED STATES OF AMERICA

v.

(2) TRENT DAY

NO. 7:22-CR-00049-DC

PLEA AGREEMENT
[RULE 11(c)(1)]

The Acting Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice (“Government”) and Defendant Trent Day (“Defendant”), enter into the following plea agreement in this cause, pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C):

1. Agreement to Plead Guilty:

Defendant agrees to plead guilty to the sole count of the attached Criminal Information (Attachment A), which charges Defendant with 42 U.S.C. § 7413(c)(4) (negligent endangerment under the Clean Air Act).

If the Court accepts this agreement and imposes the sentence contemplated, the Government agrees to move to dismiss the remaining charges against Defendant after the sentencing hearing and will not seek additional charges against Defendant for conduct of which the Government is aware on the date this agreement is executed.

2. Penalty:

The offense to which the Defendant is pleading guilty carries the following penalties:

Sole Count of the Criminal Information:

42 U.S.C. § 7413(c)(4) – Negligent Endangerment

Maximum Prison Term	1 year
Mandatory Minimum Prison Term	None
Maximum Term of Supervised Release	1 year, per 18 U.S.C. § 3583(b)(3)
Mandatory Min. Term Sup. Release	None
Maximum Fine	\$250,000, per 18 U.S.C. § 3571(b)(4)
Monetary Assessment	\$25
Amount of Restitution	None, based on parties understanding ¹
Forfeiture	None

3. Factual Basis for Plea:

The parties agree that, at all times relevant to the charges addressed in this plea agreement, the information in the following paragraphs (a) through (k) was true:

(a) Defendant Trent Day was a chemical engineer, and the Vice President of Aghorn Operating Inc. (Aghorn). Defendant Day supervised field operations and employees for Aghorn. His supervisory duties included hiring and disciplining employees, approving major expenditures, reviewing and approving invoices, reviewing maintenance documents, and compliance with regulations. Defendant Day was an operator of Aghorn oil wells and support facilities.

(b) In particular, Defendant Day oversaw the supervisors and other workers who ran the Foster D Section 8 Water Flood Station (the “Station”), which he had operated himself in the past. Defendant Day knew the Station well.

¹ The parties have conferred and concluded that the victims in this case have been justly compensated for the harm caused by the crimes that the Defendant is pleading to, through the civil tort and workers’ compensation process. The parties also agree that the complication and prolongation of the sentencing process that would result from fashioning an order of restitution in the shadow of the concluded civil litigation outweighs the need for restitution to the victims in this case. See 18 U.S.C. § 3663(a)(1)(B)(ii).

(c) Aghorn used the Station to inject produced water back into oil-bearing geologic formations to (a) dispose of produced water and (b) lengthen the productive life of those formations. When the Station was not operating, Aghorn had to store produced water or ship it off-site for disposal.

(d) If the produced water went uncontained, H₂S gas could come out of the produced water into the surrounding air. H₂S is an extremely hazardous substance—at high concentrations, it can cause unconsciousness and death.

(e) On or about February 13, 2019, Defendant Day took an H₂S Training Exam, with his answers indicating he understood the hazards of H₂S.

(f) In October 2019, the Station consisted of, among other things, two large tanks (holding thousands of barrels of produced water), three injection pumps (one of which had been removed for replacement or reconditioning), a disabled and dysfunctional system of stationary H₂S monitors, and a control system in a control room. The Station as operated lacked sufficient ventilation to adequately disperse accidentally released H₂S.

(g) The injection pumps at the Station operated almost constantly and required frequent repairs. Sometimes, during normal repairs or maintenance of the injection pumps, H₂S releases occurred, which affected workers or contractors, causing them to be sick.

(h) Gates to the Station were often left open during the workday or when pumpers were present onsite. The Station could run unattended, by programmed controls. If certain conditions were triggered, the controls would cause an alarm call to go out to the cellular phone of a responsible duty pumper or relief pumper. “Pumper” was the job title of someone who worked with pumps at oil wells and at oil well support facilities, like the Station. A “relief pumper” was a person who took on a regular pumper’s duties from time to time.

(i) The Station did not have a dedicated source of breathing air or emergency self-contained breathing equipment. The Station did not have a written respiratory protection program.

(j) In October 2019, Defendant Day was generally aware of the facts set forth above in subparagraphs (a) through (i).

(k) As an operator of the Station, and a senior Aghorn executive, Defendant Day had a duty to ensure that the Station did not emit dangerous levels of H₂S to the ambient air and had a duty to have safety systems in place if an accidental release did happen.

(l) On October 26, 2019, an injection pump broke, causing an automated alarm call to be made to relief pumper Jacob Dean. Dean went to the Station in response to the alarm. When he arrived, the Station's stationary monitors were inoperable, and no respirator was available for use. Dean entered the Station, was overcome by H₂S gas, and died. Later, Natalee Dean came to the station looking for Jacob, and she was also overcome by H₂S and died. Because Defendant Day had neglected his duties, on October 26, 2019, H₂S escaped a broken injection pump and the Station building, into the ambient air, which negligence placed Jacob and Natalee Dean in imminent danger of death.

4. Defendant's Waiver of Statutory and Constitutional Rights:

Defendant understands and acknowledges that by pleading guilty, Defendant is waiving the following constitutional and statutory rights:

- (1) The right to plead not guilty and persist in that plea.
- (2) The right to a speedy and public jury trial.
- (3) The right to assistance of counsel at that trial and in any subsequent appeal of that trial.
- (4) The right to remain silent at trial.

- (5) The right to testify at trial.
- (6) The right to confront and cross-examine government witnesses.
- (7) The right to present evidence and witnesses on his or her own behalf.
- (8) The right to compulsory process of the court.
- (9) The right to be presumed innocent.
- (10) The right to a unanimous guilty verdict.
- (11) The right to appeal a guilty verdict.

In addition to giving up the rights described above, Defendant agrees to give up and waive the following:

Additional Pretrial Motions: Defendant understands that Defendant could raise issues and challenges by additional pretrial motion, including motions to suppress evidence and to dismiss the charges. By entering into this agreement and pleading guilty, Defendant agrees to give up all claims Defendant has made or might have made by pretrial motion and to the dismissal of any pending motions.

Additional Discovery: Defendant agrees to waive any claims Defendant may have now or may acquire later to any information possessed by the prosecution team that might be subject to disclosure under discovery rules, including, but not limited to, the Federal Rules of Criminal Procedure; the *Jencks* Act; local court rules; and court orders. Defendant waives any continuing discovery request and any additional discovery. Defendant also waives all rights to request from any federal department or agency any records relating to the investigation or prosecution of this case, including, but not limited to, any records that may be sought under the Freedom of Information Act (5 U.S.C. § 552) or the Privacy Act (5 U.S.C. § 552a).

Legal Fees and Expenses: Defendant stipulates that Defendant is not entitled to and shall

not seek from the United States any attorney fees or other litigation expenses Defendant has incurred or will incur in connection with this prosecution.

5. Defendant's Waiver of Right to Appeal or Challenge Sentence:

In exchange for the concessions made by the Government in this agreement, Defendant voluntarily and knowingly waives the right to appeal the conviction or sentence on any ground, including any challenge to the constitutionality of the statute of conviction; any claim that Defendant's conduct fell outside the scope of the statute of conviction; any challenges to the determination of any period of confinement, monetary penalty or obligation, restitution order or amount, term of supervision and conditions; and any other claim based on rights conferred by 18 U.S.C. § 3742 or 28 U.S.C. § 1291.

This plea agreement is presented to the Court under Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure. Under that rule, if the Court accepts the plea agreement, the sentence the parties have agreed to is binding on the Court. Id. Subject to this proviso, Defendant also voluntarily and knowingly waives any right to contest the conviction or sentence (or the way the sentence was determined) in any post-conviction proceeding, including any proceeding under 28 U.S.C. § 2255, 28 U.S.C. § 2241, or any other provision of law. Consistent with principles of professional responsibility imposed on Defendant's counsel and counsel for the Government, nothing in this agreement precludes Defendant from raising a claim of ineffective assistance of counsel or prosecutorial misconduct of constitutional dimension in an appropriate forum.

If Congress or the U.S. Sentencing Commission amends the Sentencing Guidelines to lower the guideline range that applies to Defendant's offenses and explicitly makes that amendment retroactive, the Government agrees not to assert this waiver as a bar to Defendant filing a motion under 18 U.S.C. § 3582(c)(2) in district court. That said, if Defendant files such a motion, the Government reserves the right to oppose that motion and to assert this waiver as a

bar to Defendant appealing the district court's decision on that motion.

6. Advice of Counsel:

Defendant acknowledges reviewing with Defendant's counsel the merits of the charges and possible defenses that Defendant may have; the advantages and disadvantages of pleading guilty; the terms and meaning of the plea agreement; and the consequences of pleading guilty. Defendant has discussed with Defendant's attorney the punishments and consequences of pleading guilty, understands that not all the consequences can be predicted or foreseen, and still wants to plead guilty in this case.

Defendant understands that, if convicted, a defendant who is not a United States citizen or is a naturalized citizen may be removed from the United States, denied citizenship, and denied admission to the United States.

7. Sentencing Agreement Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure:

Under Rule 11(c)(1)(C), Defendant and the Government agree that the following specific sentence would be binding on the Court if the Court accepts this plea agreement:

- Defendant agrees to plead guilty to the sole count of the attached Criminal Information, which charges Defendant with 42 U.S.C. § 7413(c)(4) (negligent endangerment under the Clean Air Act).
- Defendant agrees serve a term of five months' incarceration.
- Defendant agrees to pay a monetary assessment in the amount of \$25.
- Defendant shall serve a term of supervised release as determined by the Court.

8. Breach of Agreement:

Prior to sentencing, if Defendant violates any term of this plea agreement, the Government will be released from its obligations under this plea agreement and may, in its sole discretion:

- (1) move to set aside Defendant's guilty plea and proceed on charges previously filed

and any additional charges not time barred;

- (2) at sentencing or in any prosecution, use against Defendant any statements or information Defendant provided as part of the guilty plea,
- (3) seek to revoke or modify conditions of release;
- (4) advocate for any sentence up to and including the statutory maximum; and/or
- (5) decline to seek a reduced sentence.

Defendant understands and agrees that Defendant's breach of this plea agreement will not entitle Defendant to withdraw a guilty plea already entered. However, if Defendant withdraws from this agreement, Defendant agrees and understands that the factual basis set out in this plea agreement (1) may be used against Defendant in the Government's direct case and (2) sets forth facts that are true, accurate, admissible at any trial or hearing, and not subject to challenge under Federal Rule of Evidence 410(a) or Federal Rule of Criminal Procedure 11(f).

9. Totality of Agreement:

Defendant understands that this Agreement binds only the office prosecuting this case, which is the Environment and Natural Resources Division of the United States Department of Justice. When this Agreement uses the term Government, it refers only to the Environment and Natural Resources Division of the United States Department of Justice. This plea agreement sets forth the entire agreement between the Environment and Natural Resources Division of the United States Department of Justice, Defendant, and Defendant's counsel. This agreement

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cannot be modified except in a written document signed by all parties. If an addendum to this agreement has been properly executed, it is incorporated herein by reference.

ADAM R.F. GUSTAFSON
ACTING ASSISTANT ATTORNEY GENERAL
ENVIRONMENT and NATURAL RESOURCES DIVISION

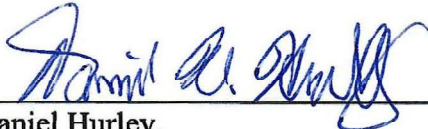
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We are counsel for Defendant, Trent Day, in this case. We have fully explained to Defendant all of Defendant's rights with respect to the pending criminal charges. We have carefully reviewed this plea agreement in its entirety with Defendant and provided Defendant with our best professional advice. In our opinion, Defendant's decision to enter into this plea agreement is made freely, voluntarily, and with full knowledge of its obligations and consequences.

DATE: April 7, 2025 

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Attorneys for Defendant

I, Trent Day, have carefully read and reviewed the entirety of this plea agreement, or it has been read to me and reviewed with me by Defendant's attorneys. After careful consideration and discussion with Defendant's attorneys and fully understanding Defendant's rights with respect to the pending criminal charges, I freely and voluntarily agree to the specific terms and conditions of the plea agreement.

DATE: April 7, 2025



Trent Day
Defendant

ATTACHMENT A

**IN THE UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF TEXAS
MIDLAND-ODESSA DIVISION**

UNITED STATES OF AMERICA

v.

AGHORN OPERATING, INC. (1)
TRENT DAY (2),

Defendants.

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CRIMINAL NO. 7:22-CR-49

CRIMINAL INFORMATION

THE UNITED STATES CHARGES:

PARTIES

1. Defendant Aghorn Operating, Inc. (“Aghorn”), is incorporated in Texas and has a principal office in Odessa, Texas. Aghorn operates oil wells, leases, and associated facilities, including the “Foster D Section 8 Waterflood Station” (the “Station”) in the Western District of Texas.

2. Defendant Trent Day is the Vice President of Aghorn.

REGULATORY AND STATUTORY OVERVIEW

3. Section 113(c)(4) of the Clean Air Act imposes criminal penalties for the negligent release into the ambient air of any extremely hazardous substance listed under the Clean Air Act that negligently places another person in imminent danger of death or serious bodily injury. 42 U.S.C. § 7413(c)(4).

4. Hydrogen sulfide has been identified by Congress as an extremely hazardous substance and is listed under the Clean Air Act. 42 U.S.C. § 11002(a)(2).

COUNT ONE
42 U.S.C. § 7413(c)(4)
(Negligent Endangerment)

5. On various dates, including on or about October 26, 2019, in the Western District of Texas, the Defendants,

AGHORN OPERATING, INC., and TRENT DAY,

negligently released into the ambient air an extremely hazardous substance, to wit: hydrogen sulfide, from the Station, negligently placing another person in imminent danger of death or serious bodily injury.

A violation of Title 42, United States Code, Section 7413(c)(5), and Title 18, United States Code, Section 2.

Dated: March __, 2025

Respectfully submitted,

Adam R.F. Gustafson
ACTING ASSISTANT ATTORNEY GENERAL
ENVIRONMENT and NATURAL
RESOURCES DIVISION

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