

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA**

UNITED STATES OF AMERICA

and

LOUISIANA DEPARTMENT OF
ENVIRONMENTAL QUALITY,

Plaintiffs,

v.

NUCOR STEEL LOUISIANA, LLC,

Defendant.

Civil Action No. 2:26-cv-02175
SECTION: "A"(3)

CONSENT DECREE

TABLE OF CONTENTS

I.	JURISDICTION AND VENUE	2
II.	APPLICABILITY	2
III.	DEFINITIONS.....	3
IV.	CIVIL PENALTY.....	4
V.	INJUNCTIVE RELIEF	6
VI.	REPORTING REQUIREMENTS	13
VII.	STIPULATED PENALTIES	14
VIII.	FORCE MAJEURE	18
IX.	DISPUTE RESOLUTION	20
X.	INFORMATION COLLECTION AND RETENTION	22
XI.	EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS	24
XII.	COSTS	26
XIII.	NOTICES.....	26
XIV.	EFFECTIVE DATE	28
XV.	RETENTION OF JURISDICTION	28
XVI.	MODIFICATION	29
XVII.	TERMINATION.....	29
XVIII.	PUBLIC PARTICIPATION	30
XIX.	SIGNATORIES/SERVICE.....	31
XX.	INTEGRATION	31
XXI.	26 U.S.C. SECTION 162(f)(2)(A)(ii) IDENTIFICATION	32
XXII.	HEADINGS	32
XXIII.	FINAL JUDGMENT	32

Plaintiffs United States of America, on behalf of the United States Environmental Protection Agency (EPA), and the State of Louisiana on behalf of the Louisiana Department of Environmental Quality (LDEQ), have filed a complaint in this action concurrently with this Consent Decree, alleging that Defendant, Nucor Steel Louisiana, LLC (Nucor), is liable for violations of the Clean Air Act (CAA or “Act”), 42 U.S.C. § 7401 *et seq.*, the Louisiana Environmental Quality Act (LEQA), Louisiana Revised Statutes (La. R.S.) 30:2001 *et seq.*, the regulations promulgated pursuant to those statutes, and the operating permits that incorporate those requirements.

The Complaint addresses violations at Defendant’s facility located at 9101 LA Hwy 3125, Convent, St. James Parish, Louisiana, and seeks civil penalties and injunctive relief to redress the violations. Defendant does not admit any liability to the United States or LDEQ arising out of the transactions or occurrences alleged in the Complaint.

Prior to entering into this Consent Decree, Defendant reported deviations including emissions in excess of permit limitations and unauthorized emissions to LDEQ pursuant to reporting requirements under its Title V permit, cooperated with EPA’s and LDEQ’s subsequent inspection and investigation, and applied for and received from LDEQ an updated permit with increased emission limits.

Prior to entering into this Consent Decree, EPA, in consultation with LDEQ, approved Nucor’s proposed Third-Party Reviewer.

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 litigation between the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or

admission of any issue of fact or law except as provided in Section I, 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 this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and CAA Section 113(b), 42 U.S.C. § 7413(b), and over the Parties. This Court has personal jurisdiction over the Defendant, which does business in the State of Louisiana and in this judicial district. This Court has jurisdiction pursuant to 28 U.S.C. § 1367 over LDEQ's claims under the LEQA because those claims are so related to the claims alleged in the United States' action that they form part of the same case or controversy.

2. Venue lies in this District pursuant to CAA Section 113(b), 42 U.S.C. § 7413(b), 28 U.S.C. §§ 1391 and 1395, because the violations alleged in the Complaint occurred in, and Defendant conducts business in, this judicial district. For purposes of this Decree, or any action to enforce this Decree, Defendant consents to the Court's jurisdiction over this Decree and any such action and over Defendant and consents to venue in this judicial district.

3. For purposes of this Consent Decree, Defendant agrees that the Complaint states claims upon which relief may be granted pursuant to Section 113 of the Clean Air Act, 42 U.S.C. § 7413, and the LEQA.

II. APPLICABILITY

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

5. No transfer of ownership or operation of the Facility, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Defendant of its obligation to ensure

that the terms of the Decree are implemented. At least 30 Days prior to such transfer, Defendant shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to EPA, DOJ, and LDEQ in accordance with Section XIII (Notices). Any attempt to transfer ownership or operation of the Facility without complying with this Paragraph constitutes a violation of this Decree.

6. Defendant shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree, as well as to any contractor retained to perform work required under this Consent Decree. Defendant shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

7. In any action to enforce this Consent Decree, Defendant shall not raise as a defense the failure by any of its 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 Clean Air Act or in regulations promulgated pursuant to the Act 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 apply:

“Complaint” means the complaint filed by the United States and LDEQ in this action;

“Consent Decree” or “Decree” means this Decree;

“Day” means a calendar day unless expressly stated to be a business day. In computing any period of time for a deadline under this Consent Decree, where the last day would fall on a

Saturday, Sunday, or federal holiday, the period runs until the close of business of the next business day;

“Defendant” means the entity named in the Complaint;

“DOJ” means the United States Department of Justice and any of its successor departments or agencies;

“EPA” means the United States Environmental Protection Agency and any of its successor departments or agencies;

“Effective Date” means the definition provided in Section XIV;

“Facility” means Defendant’s iron ore processing facility in Convent, Louisiana;

“LDEQ” means the Louisiana Department of Environmental Quality;

“Paragraph” means a portion of this Decree identified by an Arabic numeral;

“Parties” means the United States, LDEQ, and Defendant;

“Permitted Units” means: PH-1 - DRI Unit No. 1 Process Gas Heater (PGH) (EQT0069); HF-1 - DRI Unit No. 1 Hot Flare (EQT0071); AV-1 - DRI Unit No. 1 Acid Gas Absorption Vent (EQT0072); EV-1 - DRI Furnace Atmospheric Emergency Venting During SSM (EQT0155); and PH-1/AV-1 – DRI Unit No. 1 Process Heater/Acid Gas Absorption Vent Common Stack (EQT0207);

“Section” means a portion of this Decree identified by a Roman numeral;

“State” means the State of Louisiana;

“United States” means the United States of America, acting on behalf of EPA.

IV. CIVIL PENALTY

9. Within 30 Days after the Effective Date, Defendant shall pay the sum of \$1,600,000.00 as a civil penalty, together with interest accruing from the date on which the

Consent Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961 as of the date of lodging. The civil penalty payment will be divided between the United States and LDEQ as specified below.

10. Of the total civil penalty specified in Paragraph 9, Defendant shall pay \$800,000.00, together with interest, to the United States by FedWire Electronic Funds Transfer (EFT) to the DOJ account, in accordance with instructions provided to Defendant by the United States Attorney's Office for the Eastern District of Louisiana after the Effective Date. The payment instructions will include a Consolidated Debt Collection System (CDCS) number, which Defendant shall use to identify all payments required to be made in accordance with this Consent Decree. The payment instructions will be provided to:

Rob Jacobs
President
Nucor Steel Louisiana, LLC
9101 LA-3125
Convent, LA 70723
rob.jacobs@nucor.com

on behalf of Defendant. Defendant may change the individual to receive payment instructions on its behalf by providing written notice of such change to DOJ and EPA in accordance with Section XIII (Notices).

11. At the time of payment, Defendant shall send notice that payment has been made: (i) to EPA via email at cinwd_acctsreceivable@epa.gov or via regular mail at EPA Cincinnati Finance Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; and (ii) to DOJ via email or regular mail in accordance with Section XIII. Such notice shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in *United States and LDEQ v. Nucor Steel Louisiana, LLC*, and shall reference the civil action number, CDCS Number and DOJ case number 90-5-2-1-12815.

12. Defendant shall not deduct any penalties paid under this Decree pursuant to this Section or Section VII (Stipulated Penalties) in calculating its federal income tax.

13. Of the total civil penalty specified in Paragraph 9, Defendant shall pay \$800,000.00, together with interest, to LDEQ. Defendant must pay the civil penalty due to LDEQ either: (a) by check made payable to the Louisiana Department of Environmental Quality and sent via first-class mail to: Accountant Administrator, Financial Services Division, LDEQ, P.O. Box 4303, Baton Rouge, Louisiana 70821-4303 or (b) by EFT in accordance with written instructions provided by LDEQ to Defendant, upon request. Any check must reference this civil action number.

14. Within 30 days after payment is made to LDEQ, Defendant shall submit proof of payment in the form of a receipt, bank statement, or canceled check to the United States in accordance with Section XIII (Notices).

V. INJUNCTIVE RELIEF

15. Defendant shall perform the following compliance and compliance assurance measures for the Facility.

16. Third Party Review. Defendant shall complete a third-party review of the Facility using a qualified, independent, third-party consultant (“Third-Party Reviewer”) as set forth below:

a. Hiring of Third-Party Reviewer. Within 30 Days after the Effective Date, Defendant shall submit to EPA the names and qualifications of one or more proposed Third-Party Reviewers that meet the requirements described in this Paragraph. If more than one name is submitted, Defendant shall rank the candidates in order of preference. Defendant shall bear the cost of retaining the Reviewer.

i. Third-Party Reviewer Approval Procedure. EPA, after consulting with LDEQ, shall inform Defendant in writing within 30 Days of receiving the submittal from Defendant as to which of the proposed Third-Party Reviewers, if any, it has approved. No later than 30 Days after EPA's response, Defendant shall retain the approved candidate to serve as the Third-Party Reviewer. If EPA has not responded within 30 Days of receiving Defendant's submission, Defendant's proposed Third-Party Reviewer, or its highest ranked one if more than one is submitted, shall be deemed approved, and Defendant shall retain the approved candidate to serve as the Third-Party Reviewer and to perform the activities set forth in this Paragraph. If EPA disapproves of all proposed Third-Party Reviewers initially submitted, Defendant shall, within 21 Days of receipt of EPA's written notification, submit to EPA for approval the names and qualifications of additional Reviewers that meet the qualifications set forth in this Paragraph. EPA, after consulting with LDEQ, shall again provide written approval or disapproval of the proposed Third-Party Reviewer. If Defendant elects to invoke Dispute Resolution as set forth in Section IX (Dispute Resolution) concerning this decision by EPA to disapprove, Defendant shall do so by sending a Notice of Dispute in accordance with Paragraph 45 within 15 Days (or such other time as the Parties agree to in writing) after receipt of the decision.

ii. If Defendant or EPA, in consultation with LDEQ, subsequently determines that the Third-Party Reviewer approved by EPA cannot satisfactorily perform the required review, then Defendant, EPA, and LDEQ shall informally confer. If they agree that a new Third-Party Reviewer should be selected, Defendant shall promptly submit to EPA for approval the name and qualifications of two proposed replacement Third-Party Reviewers that meet the qualifications set forth in this Paragraph, and the Parties shall adjust the remaining schedule if necessary and appropriate. If Defendant and EPA do not agree on the need to select a

replacement Third-Party Reviewer and any change to the schedule, EPA's position shall control, subject to Defendant's right to invoke the Dispute Resolution procedures in Section IX of this Consent Decree.

b. Reviewer Qualifications. Defendant shall propose a Third-Party Reviewer for consideration and approval based on the following requirements:

i. The proposed Third-Party Reviewer shall have experience with and knowledge of Direct Reduced Iron (DRI) facility operations and applicable federal and state environmental regulations and permitting programs applicable to the Permitted Units described in Paragraph 16.c.

ii. The proposed Third-Party Reviewer (including any principals and employees who might be assigned to participate in the third-party review) shall not be or previously been employed by Defendant, have not conducted research or development for Defendant, and have not provided paid advisory services of any kind (including but not limited to design, construction, financial, engineering, legal, or consulting services) to Defendant, within three years of the Effective Date of the Consent Decree.

iii. The proposed Third-Party Reviewer shall not be retained by Defendant to satisfy any of the other requirements of this Consent Decree.

iv. Defendant shall not employ the Third-Party Reviewer, or any of its personnel who managed, conducted, or otherwise participated in the third-party review, to provide any other commercial, business, or voluntary services to Defendant for a period of no less than one year following the Third-Party Reviewer's submission of its final report.

c. Scope of Review. The scope of the third-party review is to evaluate whether:

i. The Permitted Units are currently operating in compliance with applicable provisions of the Clean Air Act and its implementing regulations and the Facility's PSD Permit and Title V Permit concerning the identified best available control technology (BACT) for each regulated NSR pollutant.

ii. The Permitted Units are currently operating in compliance with emissions limits contained in the Title V Permit.

iii. The Permitted Units, based on their current operation, are capable of remaining in compliance with emissions limits contained in the Title V Permit.

iv. The Permitted Units' control devices, as identified in the Facility's PSD Permit and Title V Permit, are designed in a manner that are capable of remaining in compliance with emissions limits contained in the permits.

v. The Permitted Units are operated and maintained in a manner consistent with good air pollution control practices for minimizing emissions.

vi. If any of the evaluations in subparagraphs i. through v. above find non-compliance or a deficiency, the Third-Party Reviewer shall, to the extent feasible, offer recommendations to achieve compliance or resolve the deficiency.

d. Conducting the Third-Party Review. Defendant shall cooperate fully with any reasonable requests of the Third-Party Reviewer and provide the Third-Party Reviewer with access, upon reasonable notice, that the Third-Party Reviewer reasonably deems appropriate to effectively perform the duties described in this Paragraph. Defendant also shall give the Third-Party Reviewer a copy of this Consent Decree and all other information and access necessary to complete the Third-Party Review.

e. Submittal of Findings and Responses. Defendant shall direct the Third-

Party Reviewer to submit a draft report of its findings by no later than 180 Days after retaining the Third-Party Reviewer. The Third-Party Reviewer's report shall address all the topics identified in the Scope of Review provisions above. The report shall also include the Third-Party Reviewer's recommendations consistent with its findings under the Scope of Review. The draft must be simultaneously transmitted to Defendant, DOJ, EPA, and LDEQ and will be subject to a 10-day comment period by the Parties. If any Party has a comment on the draft for the Third-Party Reviewer, when that Party provides its comment to the Third-Party Reviewer that Party shall simultaneously provide its comment to the other Parties in accordance with Section XIII (Notices). The Third-Party Reviewer shall submit its final report to all Parties simultaneously within 14 Days of the end of the comment period.

i. By no later than 90 Days after the Third-Party Reviewer submits its final report, Defendant shall submit to DOJ, EPA, and LDEQ a written response plan that describes the actions Defendant has taken or will take to address the Third-Party Reviewer's findings and recommendations, including a reasonable schedule for completing such actions. The plan shall include an explanation for any of the Third-Party Reviewer's findings and recommendations that Defendant does not accept or decides not to implement.

ii. Defendant shall implement its response plan in accordance with its requirements and the schedules.

iii. Defendant shall provide notice to the United States and LDEQ, in accordance with the Section XIII (Notices), when it has completed all actions in its response plan.

17. Start-up, Shutdown, and Malfunction Plan: Defendant shall develop a startup, shutdown, and malfunction (SSM) plan in accordance with 40 C.F.R. § 63.6(e)(3)(i) for the

Permitted Units. As part of the SSM plan, Defendant shall identify the parameters that indicate when a startup is complete. Defendant shall submit the SSM plan to EPA and LDEQ within 60 Days after the Effective Date. If the SSM plan is subsequently revised, Defendant shall submit the revised version to EPA and LDEQ within 30 Days of completion of the revision.

18. Monitoring Requirements: Defendant shall continue to use Continuous Emissions Monitoring System (CEMS) to monitor nitrogen oxides and hydrogen sulfide emissions at Emissions Unit EQT0207. Defendant shall maintain certification, calibrate, and operate and maintain each CEMS in accordance with applicable regulations. Concerning the frequency of audits conducted pursuant to 40 C.F.R. Part 60, Appendix F, Procedure 1, Section 5.1 Auditing Requirements, successive quarterly audits shall occur no closer than 60 Days. Starting from the first full calendar quarter after the Effective Date and continuing for the next three years, Defendant shall within 30 Days after the end of each calendar quarter submit CEMS reporting to EPA and LDEQ, according to the requirements in Section XIII (Notices) of this Consent Decree, as follows:

a. Excess emissions and CEMS downtime report in accordance with 40 C.F.R. § 60.7 (c) and (d), except that Defendant shall submit such reports quarterly. Defendant shall submit quarterly both the excess emissions and monitoring system report, which shall include the information described in 40 C.F.R. § 60.7(c)(1)–(4), and the summary report form described in 40 C.F.R. § 60.7(d);

b. Data Assessment Reports (DAR) for quarterly CEMS audits, as described in Appendix F to 40 C.F.R. Part 60, Procedure 1, Section 7;

c. Reports for the certification and/or re-certification of the CEMS performed in accordance with 40 C.F.R. Part 60 Appendix B, if any such

certification or recertification occurred in the reporting period; and

- d. Reports of any performance tests conducted in accordance with 40 C.F.R. Part 51 Appendix M or 40 C.F.R. Part 60 Appendix A, if any such performance test occurred in the reporting period.

19. Permits. Where any compliance obligation under this Section requires Defendant to obtain a federal, state, or local permit or approval, Defendant shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Defendant may seek relief under the provisions of Section VIII (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if Defendant has submitted timely and complete applications and has taken all other actions necessary to obtain all such permits or approvals.

20. Submission of Confidential Information. If applicable, Defendant may assert that information required to be provided under this Consent Decree is protected as confidential business information under 40 C.F.R. Part 2, as confidential commercial information under 28 C.F.R. Part 16, Subpart A, and as confidential information under La. R.S. 30:2030, La. R.S. 30:2074.D, and LAC 33:I. Chapter 5 (collectively “Confidential Information”). As to any information Defendant seeks to protect as Confidential Information, Defendant shall follow applicable federal and State procedures.

- a. Confidential Information Instructions for Third-Party Reviewer Reports under Paragraph 16.e. If Defendant provides the Third-Party Reviewer with Confidential Information that may be included in the draft or final reports, Defendant shall provide to and direct the Third-Party Reviewer to

attach a cover page to the draft or final reports that notifies the recipient that the document contains Confidential Information. In that event, Defendant shall also submit a non-confidential version of the report to DOJ, EPA, and LDEQ within 14 Days of receipt of the draft or final reports from the Third-Party Reviewer and comply with all other applicable federal and State procedures for substantiation of the assertion of Confidential Information.

VI. REPORTING REQUIREMENTS

21. Defendant shall submit the following reports to EPA, DOJ, and LDEQ at the addresses set forth in Section XIII (Notices):

a. By January 31 after the lodging of this Consent Decree, and by January 31 in subsequent years until termination of this Decree pursuant to Section XVII, Defendant shall submit a report for the preceding calendar-year period that includes, as applicable, the status of any compliance measures; completion of milestones; problems encountered or anticipated, together with implemented or proposed solutions; status of permit applications; operation and maintenance; and reports to state agencies. Each report shall also include a description of any noncompliance with the requirements of this Consent Decree and an explanation of the likely cause of the noncompliance and of the remedial steps taken, or to be taken, to prevent or minimize such noncompliance. If the cause of a noncompliance cannot be fully explained at the time the report is due, Defendant shall so state in the report. Defendant shall investigate the cause of the noncompliance and shall then submit an amendment to the report, including a full explanation of the cause of the noncompliance, within 30 Days of the Day Defendant becomes aware of the cause of the noncompliance. Nothing in this Paragraph relieves Defendant of its

obligation to provide the notice required by Section VIII (Force Majeure).

22. Each report submitted by Defendant under this Section shall be signed by an official of the submitting party and include the following certification:

I certify under penalty of perjury 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 have no personal knowledge that the information submitted is other than 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.

23. The certification requirement under the preceding Paragraph does not apply to emergency or similar notifications where compliance would be impractical.

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

25. 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.

VII. STIPULATED PENALTIES

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

27. Late Payment of Civil Penalty. If Defendant fails to pay the civil penalty required to be paid under Section IV (Civil Penalty) when due, Defendant shall pay a stipulated penalty of \$10,000.00 per Day for each Day that payment is late.

28. Compliance Milestones. The following stipulated penalties shall accrue per violation per Day for each violation of the compliance requirements identified in Section V (Injunctive Relief):

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$3,000	1st through 14th Day
\$4,000	15th through 30th Day
\$5,000	31st Day and beyond

29. Reporting Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of the reporting requirements of Section VI:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$1,000	1st through 14th Day
\$2,000	15th through 30th Day
\$3,000	31st Day and beyond

30. Transfer of Ownership. If Defendant fails to: (a) provide a copy of this Consent Decree to any proposed transferee; (b) provide written notice to EPA, DOJ, and LDEQ at least 30 Days prior to any transfer of any portion of the Facility; or (c) provide a copy of the proposed written agreement with the transferee as required by Paragraph 5, Defendant shall pay a stipulated penalty of \$15,000 per occurrence.

31. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

32. The United States, or LDEQ, or both, may seek stipulated penalties under this Section by sending a joint written demand to Defendant, or by either sovereign sending a written demand to the Defendant, with a copy simultaneously sent to the other Plaintiff. Either sovereign may waive stipulated penalties or reduce the amount of stipulated penalties it seeks, in the unreviewable exercise of its discretion and in accordance with this Paragraph. Where both sovereigns seek stipulated penalties for the same violation of this Consent Decree, Defendant shall pay 50 percent to the United States and 50 percent to LDEQ. Where only one sovereign demands stipulated penalties for a violation, and the other sovereign does not join in the demand within 15 Days of receiving the demand, or timely joins in the demand but subsequently elects to waive or reduce stipulated penalties for that violation, Defendant shall pay the full stipulated penalties due for the violation to the sovereign making the demand less any amount paid to the other sovereign.

33. Stipulated penalties shall be paid within 30 Days of a written demand and continue to accrue as provided in Paragraph 31, during any Dispute Resolution, but need not be paid until the following:

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

b. If the dispute is appealed to the Court and the United States or LDEQ prevails in whole or in part, Defendant shall pay all accrued penalties determined by the Court to be owing, together with interest, within 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, Defendant shall pay all accrued penalties determined to be owing, together with interest, within 15 Days of receiving the final appellate court decision.

34. Defendant shall pay stipulated penalties owing to the United States in the manner set forth in Paragraph 10 and with the confirmation notices required by Paragraph 11, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid. Defendant shall pay stipulated penalties owing to LDEQ in the manner set forth in Paragraph 13, except that the transmittal letter shall state for which violation(s) the stipulated penalties are being paid.

35. If Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, 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 or LDEQ from seeking any remedy otherwise provided by law for Defendant's failure to pay any stipulated penalties.

36. The payment of penalties and interest, if any, shall not alter in any way Defendant's obligation to complete the performance of the requirements of this Consent Decree.

37. Non-Exclusivity of Remedy. Stipulated penalties are not Plaintiffs' exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section XI (Effect of Settlement/Reservation of Rights), Plaintiffs expressly reserve the right to seek any other relief they deem appropriate for Defendant's violation of this Decree or applicable law, including but not limited to an action against Defendant for statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt. However, the amount of any statutory penalty

assessed for a violation of this Consent Decree shall be reduced by an amount equal to the amount of any stipulated penalty assessed and paid pursuant to this Consent Decree.

VIII. FORCE MAJEURE

38. “Force majeure,” for purposes of this Consent Decree, means any event arising from causes beyond the control of Defendant, of any entity controlled by Defendant, or of Defendant’s contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Defendant’s best efforts to fulfill the obligation. Given the need to protect public health and welfare and the environment, the requirement that Defendant exercise “best efforts to fulfill the obligation” includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure, such that any delay or non-performance is, and any adverse effects of the delay or non-performance are, minimized to the greatest extent possible. “Force majeure” does not include financial inability to perform any obligation under this Consent Decree.

39. If any event occurs for which Defendant will or may claim a force majeure, Defendant shall provide notice to EPA and LDEQ by email or regular mail in accordance with Section XIII (Notices). The deadline for the initial notice is 10 Days after Defendant first knew or should have known that the event would likely delay or prevent performance. Defendant shall be deemed to know of any circumstance of which any contractor of, subcontractor of, or entity controlled by Defendant knew or should have known.

40. If Defendant seeks to assert a claim of force majeure concerning the event, within seven Days after the notice under Paragraph 39, Defendant shall submit a further notice to EPA and LDEQ that includes (a) an explanation and description of the event and its effect on

Defendant's completion of the requirements of the Consent Decree; (b) a description and schedule of all actions taken or to be taken to prevent or minimize the delay and/or other adverse effects of the event; (c) if applicable, the proposed extension of time for Defendant to complete the requirements of the Consent Decree; (d) Defendant's rationale for attributing such delay to a force majeure; (e) a statement as to whether, in the opinion of Defendant, such event may cause or contribute to an endangerment to public health or welfare or the environment; and (f) all available proof supporting the claim that the delay was attributable to a force majeure.

41. Failure to submit a timely or complete notice or claim under Paragraph 39 or 40 regarding an event precludes Defendant from asserting any claim of force majeure regarding that event, provided, however, that EPA may, in its unreviewable discretion, excuse such failure if it is able to assess to its satisfaction whether the event is a force majeure, and whether Defendant has exercised its best efforts, under Paragraph 38.

42. After receipt of any claim of force majeure, EPA, after a reasonable opportunity for review and comment by LDEQ, will notify Defendant of its determination whether Defendant is entitled to relief under Paragraph 38, and, if so, the excuse of, or the extension of time for, performance of the obligations affected by the force majeure. An excuse of, or extension of the time for performance of, the obligations affected by the force majeure does not, of itself, excuse or extend the time for performance of any other obligation.

43. If Defendant elects to invoke the dispute resolution procedures set forth in Section IX (Dispute Resolution), it shall do so no later than 15 Days after receipt of EPA's notice. In any such proceeding, Defendant has the burden of proving that it is entitled to relief under Paragraph 38, that its proposed excuse or extension was or will be warranted under the circumstances, and that it complied with the requirements of Paragraphs 38 – 40. If Defendant

carries this burden, the delay or non-performance at issue shall be deemed not to be a violation by Defendant of the affected obligation of this Consent Decree identified to EPA and the Court.

IX. DISPUTE RESOLUTION

44. 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. Defendant's failure to seek resolution of a dispute under this Section concerning an issue of which it had notice and an opportunity to dispute under this Section prior to an action by the United States or LDEQ to enforce any obligation of Defendant arising under this Decree precludes Defendant from raising any such issue as a defense to any such enforcement action.

45. 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 Defendant sends DOJ, EPA, and LDEQ a written Notice of Dispute in accordance with Section XIII (Notices). Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 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, in consultation with LDEQ, shall be considered binding unless, within 15 Days after the conclusion of the informal negotiation period, Defendant invokes formal dispute resolution procedures as set forth below.

46. Formal Dispute Resolution. Defendant shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by sending DOJ, EPA, and LDEQ 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 Defendant's position and any supporting documentation relied upon by Defendant.

47. The United States will confer with LDEQ and send Defendant its Statement of Position within 45 Days of receipt of Defendant's 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 and LDEQ. The United States' Statement of Position is binding on Defendant, unless Defendant files a motion for judicial review of the dispute in accordance with the following Paragraph.

48. Judicial Dispute Resolution. Defendant may seek judicial review of the dispute by filing with the Court and serving on the United States and LDEQ a motion requesting judicial resolution of the dispute. The motion (a) must be filed within ten Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph; (b) may not raise any issue not raised in informal dispute resolution pursuant to Paragraph 45, unless the Plaintiffs raise a new issue of law or fact in the Statement of Position; (c) shall contain a written statement of Defendant's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and (d) shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

49. The United States shall confer with LDEQ and respond to Defendant's motion within the time period allowed by the Local Rules of this Court. Defendant may file a reply memorandum, to the extent permitted by the Local Rules.

50. Standard of Review

a. Disputes Concerning Matters Accorded Record Review. Except as

otherwise provided in this Consent Decree, in any dispute brought under Paragraph 48 pertaining to the adequacy or appropriateness of plans, procedures to implement plans, schedules or any other items requiring approval by EPA under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, Defendant shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 48, Defendant shall bear the burden of demonstrating that its position complies with this Consent Decree and better furthers the objectives of the Consent Decree.

51. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendant 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 33. If Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VII (Stipulated Penalties).

X. INFORMATION COLLECTION AND RETENTION

52. The United States, LDEQ, and their representatives, including attorneys, contractors, and consultants, shall have the right of entry into any facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

a. monitor the progress of activities required under this Consent Decree;

b. verify any data or information submitted to the United States or LDEQ in accordance with the terms of this Consent Decree;

c. obtain samples and, upon request, splits of any samples taken by Defendant or its representatives, contractors, or consultants;

d. obtain documentary evidence, including photographs and similar data; and

e. assess Defendant's compliance with this Consent Decree.

53. Upon request, Defendant shall provide EPA and LDEQ or their authorized representatives splits of any samples taken by Defendant. Upon request, EPA and LDEQ shall provide Defendant splits of any samples taken by EPA or LDEQ.

54. Until five years after the termination of this Consent Decree, Defendant shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Defendant's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon written request by the United States or LDEQ, Defendant shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

55. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendant shall notify the United States and LDEQ at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States or LDEQ, Defendant shall deliver

any such documents, records, or other information to EPA or LDEQ. Defendant may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If Defendant asserts such a privilege, it shall provide the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of each author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted by Defendant. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

56. Defendant may also assert that information required to be provided under this Section is protected as confidential business information (CBI) under 40 C.F.R. Part 2. As to any information that Defendant seeks to protect as CBI, Defendant shall follow the procedures set forth in 40 C.F.R. Part 2. To assert that records, data, or other information required to be submitted to LDEQ is entitled to be protected as confidential, Defendant shall follow the procedures set forth in La. R.S. 30:2030, La. R.S. 30:2074.D, and LAC 33:I. Chapter 5.

57. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States or LDEQ pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendant to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

58. This Consent Decree resolves only the civil claims of the United States and LDEQ for the violations alleged in the Complaint filed in this action through the date of lodging.

59. The United States and LDEQ reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States or LDEQ to obtain penalties or injunctive relief under the Clean Air Act or implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as expressly specified in Paragraph 58. The United States and LDEQ further reserve all legal and equitable remedies to address any conditions if there is or may be an imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, Defendant's Facility, whether related to the violations addressed in this Consent Decree or otherwise.

60. In any subsequent administrative or judicial proceeding initiated by the United States or LDEQ for injunctive relief, civil penalties, other appropriate relief relating to the Facility or Defendant's violations, Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, claim preclusion (*res judicata*), issue preclusion (*collateral estoppel*), claim-splitting, or other defenses based upon any contention that the claims raised by the United States or LDEQ in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 58.

61. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Defendant's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States and LDEQ do not, by their consent to the entry of this Consent Decree,

warrant or aver in any manner that Defendant's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Clean Air Act or with any other provisions of federal, State, or local laws, regulations, or permits.

62. This Consent Decree does not limit or affect the rights of Defendant or of the United States or LDEQ against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Defendant, except as otherwise provided by law.

63. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

XII. COSTS

64. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States and LDEQ shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Defendant.

XIII. NOTICES

65. Unless otherwise specified in this Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and sent by mail or email, with a preference for email, addressed as follows:

As to DOJ by email (preferred): eescdcopy.enrd@usdoj.gov
Re: DJ # 90-5-2-1-12815

As to DOJ by mail: EES Case Management Unit
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-5-2-1-12815

As to EPA by email (preferred): R6CAACDDeliverables@epa.gov
Nfodzo.Prince@epa.gov
Via CDRS at <http://cdx.epa.gov>

As to LDEQ: Ms. Angela Marse
Enforcement Administrator
Louisiana Department of Environmental Quality
Office of Environmental Compliance
P.O. Box 4312
Baton Rouge, LA 70821

and

Mr. Oscar Magee
Louisiana Department of Environmental Quality
Office of the Secretary
P.O. Box 4302
Baton Rouge, LA 70821-4302

and

Mr. Shane Landry
Louisiana Department of Environmental Quality
Office of the Secretary
P.O. Box 4302
Baton Rouge, LA 70821-4302

As to LDEQ by email (preferred): angela.marse@la.gov
oscar.magee@la.gov
shane.landry@la.gov

As to Defendant: Mr. Rob Jacobs
President
Nucor Steel Louisiana, LLC
9101 LA-3125
Convent, LA 70723
rob.jacobs@nucor.com

and

Mr. Marty Johnson
Environmental Manager
Nucor Steel Louisiana, LLC
9101 LA-3125

Convent, LA 70723
marty.johnson@nucor.com

and

Mr. Doug Wilner
General Counsel
1915 Rexford Road
Charlotte, NC 28211
doug.wilner@nucor.com

and

Mr. David Miracle
General Manager of Environmental Affairs
1915 Rexford Road
Charlotte, NC 28211
david.miracle@nucor.com

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

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

XIV. EFFECTIVE DATE

68. 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.

XV. RETENTION OF JURISDICTION

69. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections IX and XVI, or effectuating or enforcing compliance with the terms of this Decree.

XVI. MODIFICATION

70. The terms of this Consent Decree may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

71. Any disputes concerning modification of this Decree shall be resolved pursuant to Section IX (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 50, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XVII. TERMINATION

72. After Defendant has completed the requirements of Section V (Injunctive Relief) and has paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree, Defendant may serve upon the United States and LDEQ a Request for Termination, stating that Defendant has satisfied those requirements, together with all necessary supporting documentation.

73. Following receipt by the United States and LDEQ of Defendant's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendant has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States after consultation with LDEQ agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

74. If the United States after consultation with LDEQ does not agree that the Decree may be terminated, Defendant may invoke Dispute Resolution under Section IX. However,

Defendant shall not seek Dispute Resolution of any dispute regarding termination until 30 Days after service of its Request for Termination.

75. At any time, if the United States after consultation with LDEQ has sufficient information to determine that Defendant has met the requirements of termination under Paragraph 72, the United States, after notice to the Defendant, may file a motion to terminate the Decree. If the parties are in agreement, a joint stipulation of termination may be filed with the Court.

76. If the United States does not have sufficient information to determine whether Defendant has met the requirements of termination under Paragraph 72 the United States may request additional information from Defendant, as permitted pursuant to Section X (Information Collection and Retention), which Defendant shall provide within 30 Days of receiving the United States' request.

XVIII. PUBLIC PARTICIPATION

77. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Defendant consents to entry of this Consent Decree without further notice and agrees 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 or LDEQ has notified Defendant in writing that it no longer supports entry of the Decree.

78. The Parties agree and acknowledge that final approval by LDEQ and entry of this Consent Decree are subject to the requirements of La. R.S. 30:2050.7, which provides for: (a)

public notice of this Consent Decree in the newspaper of general circulation and the official journal of the parish in which the Facility is located, (b) an opportunity for public comment for a period of not less than 45 Days and consideration of any comments received, and (c) concurrence by the State Attorney General. LDEQ reserves the right to withdraw or withhold consent if the comments regarding this Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate.

XIX. SIGNATORIES/SERVICE

79. Each undersigned representative of Defendant, LDEQ, and the Assistant Attorney General for the Energy and Natural Resources Division of the Department of Justice identified on the DOJ signature page below, certifies that that person is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party that person represents to this document.

80. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendant agrees 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. Defendant need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XX. INTEGRATION

81. This Consent Decree, including deliverables that are subsequently approved pursuant to this Decree, constitutes the entire agreement among the Parties regarding the subject

matter of the Decree and supersedes all prior representations, agreements and understandings, whether oral or written, concerning the subject matter of the Decree herein.

XXI. 26 U.S.C. SECTION 162(f)(2)(A)(ii) IDENTIFICATION

82. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2), performance of Sections V and VI is restitution, remediation, or required to come into compliance with law.

XXII. HEADINGS

83. Headings to the Sections and Subsections of this Consent Decree are provided for convenience and do not affect the meaning or interpretation of the provisions of this Decree.

XXIII. FINAL JUDGMENT

84. 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, LDEQ, and Defendant.

Dated and entered this _____ day of _____, _____

UNITED STATES DISTRICT JUDGE

FOR THE UNITED STATES OF AMERICA:

9/25/2026
Date

ADAM R.F. GUSTAFSON
Principal Deputy Assistant Attorney General
Energy and Natural Resources Division
United States Department of Justice

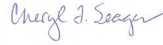

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Elizabeth.Chickering@usdoj.gov

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY:

September 8, 2026
Date



Digitally signed by
CHERYL SEAGER
Date: 2026.09.08
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CHERYL T. SEAGER
Regional Counsel
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MARGARET OSBOURNE
Acting Director
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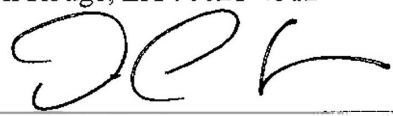
JAMIE J. LEE
Assistant Regional Counsel
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FOR THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY:

4/22/26
Date


JERRY LANG
Assistant Secretary
Office of Environmental Compliance
Louisiana Department of Environmental Quality
P.O. Box 4312
Baton Rouge, LA 70821-4312

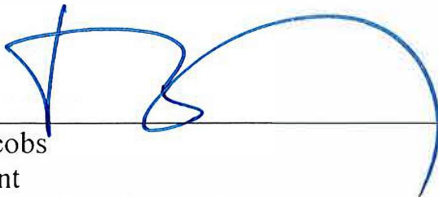
6/17/26
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FOR DEFENDANT NUCOR STEEL LOUISIANA, LLC:

06/03/26
Date



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President
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Convent, LA 70723

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