

DISTRICT COURT OF THE VIRGIN ISLANDS  
DIVISION OF ST. CROIX

----- X		
UNITED STATES OF AMERICA,	:	
	:	
	:	
Plaintiff,	:	
	:	Civil No. 1:16-cv-00023
v.	:	
	:	
CAG INTERNATIONAL, INC.,	:	
	:	
Defendant.	:	
----- X		

**CONSENT DECREE**

TABLE OF CONTENTS

I.	BACKGROUND .....	1
II.	JURISDICTION .....	1
III.	PARTIES BOUND .....	1
IV.	CONSENT DECREE CONTINGENT ON BANKRUPTCY SETTLEMENT .....	2
V.	DEFINITIONS.....	2
VI.	PAYMENT OF RESPONSE COSTS.....	3
VII.	FAILURE TO COMPLY WITH CONSENT DECREE .....	4
VIII.	COVENANTS BY PLAINTIFF .....	5
IX.	RESERVATIONS OF RIGHTS BY UNITED STATES .....	5
X.	COVENANTS BY SETTLING DEFENDANT.....	6
XI.	EFFECT OF SETTLEMENT/CONTRIBUTION .....	7
XII.	RETENTION OF RECORDS .....	8
XIII.	NOTICES AND SUBMISSIONS .....	9
XIV.	RETENTION OF JURISDICTION.....	10
XV.	INTEGRATION/APPENDICES .....	10
XVI.	LODGING AND OPPORTUNITY FOR PUBLIC COMMENT .....	10
XVII.	SIGNATORIES/SERVICE.....	11
XVIII.	FINAL JUDGMENT .....	11

## I. BACKGROUND

A. The United States of America (“United States”), on behalf of the Administrator of the United States Environmental Protection Agency (“EPA”), filed a complaint in this matter against CAG International, Inc. (“CAG” or “Settling Defendant”) 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 at or in connection with the release or threatened release of hazardous substances at the TC Waste Oil Superfund Site in Estate Carlton, St. Croix, United States Virgin Islands (“Site”).

B. The United States, on behalf of EPA, also filed a proof of claim, in *In re Caribbean Auto Mart of St. Croix, Inc.*, 13-bk-10003 MFW, in the United States District Court of the Virgin Islands, Bankruptcy Division, (“Bankruptcy Court”) contending that Caribbean Auto Mart of St. Croix, Inc., a subsidiary of CAG, is liable under CERCLA, 42 U.S.C. §§ 9601-9675, for costs incurred by the United States in response to releases or threats of releases of hazardous substances at or in connection with the Site. Concurrently with the lodging of this Consent Decree, the United States has lodged a Settlement Agreement in the Bankruptcy Court (“Bankruptcy Settlement”) resolving the United States’ proof of claim.

C. Settling Defendant does not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

D. The United States and Settling Defendant 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 act 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 District 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 Defendant. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendant waives all objections and defenses that it may have to jurisdiction of the Court or to venue in this District. Settling Defendant shall not challenge 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 Settling Defendant 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 the Parties under this Consent Decree.

#### IV. CONSENT DECREE CONTINGENT ON BANKRUPTCY SETTLEMENT

3. This Consent Decree shall become effective only if both of the following two events occur: (1) the District Court approves this Consent Decree; and (2) the United States Bankruptcy Court approves the Bankruptcy Settlement.

#### V. DEFINITIONS

4. 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 of 1980, as amended, 42 U.S.C. §§ 9601-9675.

“Consent Decree” shall mean this Consent Decree and the attached Appendix.

“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 Territory holiday, the period shall run until the close of business of the next working day.

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

“Effective Date” shall mean the date that is the later of (a) the date that this Court approves this Consent Decree, or (b) the date that the United States Bankruptcy Court for the District of the Virgin Islands approves the Bankruptcy Settlement.

“EPA” shall mean the United States 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.

“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 Defendant.

“Past Response Costs” shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has paid 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 Defendant” shall mean CAG International, Inc.

“Site” shall mean the TC Waste Oil Superfund Site, encompassing approximately 4.5 acres, located at 1 North Carlton Road, Estate Carlton, St. Croix, U.S. Virgin Islands, and generally shown on the map attached hereto as Appendix A.

“Territory” shall mean the territory of the U.S. Virgin Islands.

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

## VI. PAYMENT OF RESPONSE COSTS

### 5. Payment by Settling Defendant for Past Response Costs.

a. Settling Defendant shall pay to EPA the principal amount of \$137,500. Payment of the principal amount shall be made in 3 installments. The first installment payment of \$50,000 is due within 30 days after the Effective Date and, if timely paid, shall include no Interest. The second installment payment of \$50,000 is due within 180 days after the Effective Date, and the third installment payment of \$37,500 is due within 300 days after the Effective Date. The second and third installment payments shall also include an additional sum for Interest accrued on the unpaid portion of the principal amount calculated from the due date of the first installment payment until the date of each payment.

b. Payment by Settling Defendant shall be made through electronic funds transfer (“EFT”) to the U.S. Department of Justice account, in accordance with instructions to be provided to Settling Defendant by the Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the District of Virgin Islands after the Effective Date.

c. The payment instructions provided by the FLU shall include a Consolidated Debt Collection System (“CDCS”) number, which shall be used to identify all payments required to be made in accordance with this Consent Decree.

d. Where Settling Defendant is required to pay Interest in this Consent Decree, the FLU shall send a calculation of the Interest due for each payment to Settling Defendant. Settling Defendant may pay any installment payment prior to the due date, but must

contact the FLU in advance for a determination regarding the amount of Interest to be included with the payment. In the event any installment payment includes an overpayment, the amount of the overpayment shall be applied to the remaining principal.

e. At the time of payment, Settling Defendant 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 Office by email at [cinwd\\_acctsreceivable@epa.gov](mailto:cinwd_acctsreceivable@epa.gov), or by mail to:

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

Such notice shall reference the CDCS Number, Site/Spill ID Number 02TZ and DOJ case number 90-11-3-10248/2.

f. The total amount to be paid pursuant to Paragraph 5 will be deposited by EPA in the EPA Hazardous Substance Superfund.

#### VII. FAILURE TO COMPLY WITH CONSENT DECREE

6. Interest on Late Payments. If Settling Defendant fails to make any payment under Paragraph 5 (Payment by Settling Defendant for Past Response Costs) by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

7. Stipulated Penalty.

a. If any amount due to EPA under Paragraph 5 (Payment by Settling Defendant for Past Response Costs) is not paid by the required date, Settling Defendant 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 6, \$750 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days after the date of the 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 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 ID 68010727 Environmental Protection Agency.

c. At the time of payment, Settling Defendant shall send notice that payment has been made to EPA and DOJ in the same manner as is provided under Paragraph 5(e) of this Consent Decree.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Defendant 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 is due and shall continue to accrue through the date of payment. Nothing in this Consent Decree shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

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

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

10. 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 Defendant from payment as required by Section VI (Payment of Response Costs) or from performance of any other requirements of this Consent Decree.

#### VIII. COVENANTS BY PLAINTIFF

11. Covenants for Settling Defendant by United States. Except as specifically provided in Section IX (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendant 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 Defendant of its obligations under this Consent Decree. These covenants not to sue (and all reservations thereto in this Consent Decree) and the contribution protection provisions of Paragraph 19 shall also apply to Settling Defendant's affiliates: Caribbean Auto-Mart, Inc.; Chrysler-Dodge-Jeep of St. Croix, LTD; CT Real Estate Investments, Inc.; Lambert Brothers, Inc.; Lambert-Hilton, Inc.; and Triple C. Inc. These covenant not to sue do not extend to any other person.

#### IX. RESERVATIONS OF RIGHTS BY UNITED STATES

12. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendant with respect to all matters not expressly included within the Covenants by Plaintiff in Paragraph 11. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendant with respect to:

- a. liability for failure of Settling Defendant 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.

#### X. COVENANTS BY SETTLING DEFENDANT

13. Covenant by Settling Defendant. Settling Defendant covenants not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to 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 were incurred, including any claim under the United States Constitution, the laws of the Territory, 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 Territory law, for Past Response Costs.

14. 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).

15. Claims Against De Micromis Parties. Settling Defendant agrees 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 it may have for all matters relating to the Site against any person where the person's liability to Settling Defendant 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.

16. The waiver in Paragraph 15 shall not apply with respect to any defense, claim, or cause of action that Settling Defendant may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against Settling Defendant. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), 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 has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

17. Claims Against De Minimis and Ability-to-Pay Parties. Settling Defendant agrees 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 it may have for response costs relating to the Site against any person that has entered or in the future enters into a final Section 122(g) *de minimis* settlement, or a final settlement based on limited ability to pay with EPA with respect to the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that Settling Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against Settling Defendant.

#### XI. EFFECT OF SETTLEMENT/CONTRIBUTION

18. Except as provided in Paragraphs 15 (Claims Against De Micromis Parties) and 17 (Claims Against *De Minimis* and Ability-to-Pay Parties), 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 X (Covenants by Settling Defendant), the United States and Settling Defendant expressly reserve 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 each Party 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 Sections 113(f)(2) and (3) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and (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).

19. The United States and Settling Defendant agree, and by entering this Consent Decree this Court finds, that this Consent Decree constitutes a judicially-approved settlement pursuant to which 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.

20. 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 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).

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

22. 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 Defendant 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 Plaintiff set forth in Section VIII.

## XII. RETENTION OF RECORDS

23. Until ten years after the entry of this Consent Decree, Settling Defendant shall preserve and retain all non-identical copies of records, reports, or information (hereinafter referred to as “Records”) (including records in electronic form) now in its possession or control, or that come into its possession or control, that relate in any manner to its liability or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

24. After the conclusion of the ten-year document retention period in the preceding Paragraph, Settling Defendant shall notify EPA and DOJ at least 90 days prior to the destruction of any such Records, and, upon request by EPA or DOJ, Settling Defendant shall deliver any such Records to EPA. Settling Defendant may assert that certain Records are privileged under

the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendant asserts such a privilege, it shall provide Plaintiff with the following: (1) the title of the Record; (2) the date of the Record; (3) the name, title, affiliation (e.g., company or firm), and address of the author of the Record; (4) the name and title of each addressee and recipient; (5) a description of the subject of the Record; and (6) the privilege asserted. If a claim of privilege applies only to a portion of a Record, the Record shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendant shall retain all Records that it claims to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendant's favor. However, no Records created or generated pursuant to the requirements of this Consent Decree shall be withheld on the grounds that they are privileged or confidential.

25. Settling Defendant certifies 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 the earlier of notification of potential liability by the United States or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

### XIII. NOTICES AND SUBMISSIONS

26. 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. Written notice as specified in this Section shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to DOJ, EPA, and Settling Defendant.

As to DOJ:

Chief  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611  
Re: DJ # 90-11-3-10248

As to EPA:

Douglas Fischer  
Assistant Regional Counsel  
USEPA Region 2  
Office of Regional Counsel  
290 Broadway, 17<sup>th</sup> Floor  
New York, New York 10007-1866  
fischer.douglas@epa.gov

As to Settling Defendant

Ryan C. Meade  
Quintairos, Prieto, Wood & Boyer, P.A.  
9300 S. Dadeland Blvd., 4th Floor  
Miami, Florida 33156  
rmeade@qpwblaw.com

XIV. RETENTION OF JURISDICTION

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

XV. INTEGRATION/APPENDICES

28. This Consent Decree and its appendix 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 appendix is attached to and incorporated into this Consent Decree:

Appendix A is a map generally depicting the Site.

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

29. This Consent Decree shall be lodged with the Court for a period of not less than 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 which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendant consents to the entry of this Consent Decree without further notice.

30. 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

31. The undersigned representative of Settling Defendant and the Assistant Attorney General, United States 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.

32. 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 Defendant in writing that it no longer supports entry of the Consent Decree.

33. 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 Defendant 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 Defendant 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

34. Upon entry of this Consent Decree by the District Court, this Consent Decree shall constitute the final judgment between and among the United States and Settling Defendant. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
United States District Judge

Signature Page for Consent Decree Between the United States and CAG International, Inc.

**FOR THE UNITED STATES OF AMERICA:**

\_\_\_\_\_  
Date

  
JOHN W. CRUDEN  
Assistant Attorney General  
U.S. Department of Justice  
Environment and Natural Resources Division

DAVID L. GORDON  
Senior Counsel  
U.S. Department of Justice  
Environment and Natural Resources Division  
Environmental Enforcement Section  
P.O. Box 7611  
Washington, D.C. 20044-7611

RONALD W. SHARPE  
United States Attorney  
District of the Virgin Islands

ANGELA TYSON-FLOYD  
Assistant United States Attorney  
District of the Virgin Islands  
1108 King's Street, Suite 201  
Christiansted, St. Croix, U.S.V.I 00820-5080

Signature Page for Consent Decree Between the United States and CAG International, Inc.

**FOR THE UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY:**



---

WALTER MUGDAN

Division Director

Emergency and Remedial Response Division

U.S. Environmental Protection Agency, Region 2

290 Broadway – 19th Floor

New York, NY 10007-1866

DOUGLAS FISCHER

Assistant Regional Counsel

Office of Regional Counsel

U.S. Environmental Protection Agency, Region 2

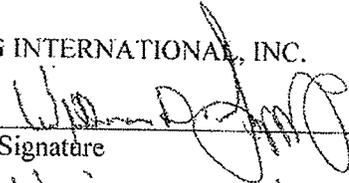
290 Broadway, 17th Floor

New York, NY 10007-1866

Signature Page for Consent Decree Between the United States and CAG International, Inc.

FOR SETTLING DEFENDANT CAG INTERNATIONAL, INC.

Date

  
Signature

WILLIAM D LAMBERT  
Print Name

RESIDENT  
Title

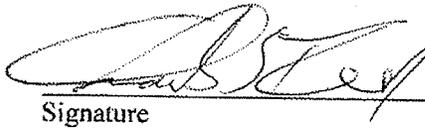
4523 ESTATE CHARLOTTE ROADIE

ST. THOMAS, VI 00802

Address

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

Check box to specify the same individual identified above. Otherwise, please complete:

  
Signature

C. S. RUSSELL, JR  
Print Name

ATTORNEY  
Title

MOORE, DODSON & RUSSELL, P.C.

P.O. BOX 310

ST. THOMAS, VI 00804  
Address