

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION

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UNITED STATES OF AMERICA	)	
and	)	
LOUISIANA DEPARTMENT OF	)	
ENVIRONMENTAL QUALITY,	)	
	)	
Plaintiffs,	)	
	)	Civil Action No. 17-01340
v.	)	
	)	
EVANGELINE ENTERPRISES LLC	)	
(d/b/a EVANGELINE TRAINING CENTER),	)	
	)	
Defendant.	)	

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CONSENT DECREE

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WHEREAS, Plaintiffs, the United States of America (“United States”), on behalf of the United States Environmental Protection Agency (“EPA”), and the Louisiana Department of Environmental Quality (“LDEQ”), have jointly filed a complaint (“Complaint”) alleging that Defendant Evangeline Enterprises LLC (d/b/a Evangeline Training Center) (“Evangeline”) has discharged pollutants into waters of the United States and waters of the State of Louisiana from Evangeline’s race horse training facility (“Facility”) in violation of Section 301 of the Clean Water Act (“CWA”), 33 U.S.C. § 1311, and the Louisiana Environmental Quality Act (“LEQA”), La. R.S. 30:2001, *et. seq.*

WHEREAS, Evangeline does not admit any liability to the United States or LDEQ arising out of the transactions or occurrences alleged in the Complaint.

WHEREAS, Evangeline asserts that it has a limited financial ability to pay penalties for the alleged violations and has submitted financial information to the United States and LDEQ that materially set forth Evangeline’s financial circumstances. The financial information provided includes detailed statements of income, expenses, and other financial documents. The United States and LDEQ, with the assistance of an expert financial analyst, have reviewed the financial information submitted by Evangeline to assess the asserted limited ability to pay. Based on the financial information provided, the United States and LDEQ have determined that Evangeline has a limited ability to pay the full amount that would otherwise be appropriate for the serious violations alleged against Evangeline in the Complaint. Accordingly, the amount assessed in this Consent Decree against Evangeline is reduced to the agreed level presented herein based on Evangeline’s demonstrated limited ability to pay.

WHEREAS, the United States, LDEQ, and Evangeline (collectively, 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 among the Parties, and that this Consent Decree is fair, adequate, 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 Section 309(b) of the CWA, 33 U.S.C. § 1319(b), and under 28 U.S.C. §§ 1331, 1345, and 1355. This Court has supplemental jurisdiction over the State law claims asserted by LDEQ pursuant to 28 U.S.C. § 1367. Venue lies in this District pursuant to Section 309(b) of the CWA, 33 U.S.C. § 1319(b), and 28 U.S.C. § 1391(b) and (c), because the alleged violations in the Complaint occurred and are occurring at Evangeline's Facility, which is located in this District. For purposes of this Decree, or any action to enforce this Decree, Evangeline consents to the personal jurisdiction of this Court and waives any objection to venue in this District.

2. For purposes of this Consent Decree, Evangeline agrees that the Complaint states claims upon which relief may be granted, pursuant to Section 309 of the CWA, 33 U.S.C. § 1319 and the LEQA.

### **II. APPLICABILITY**

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



4. No transfer of ownership or operation of the Facility, or any part thereof, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Evangeline of its obligation to ensure that the terms of the Decree are implemented. At least 30 Days prior to any transfer, Evangeline 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 the United States and LDEQ, in accordance with Section XIV (Notices). Any attempt to transfer ownership or operation of the Facility, or any part thereof, without complying with this Paragraph constitutes a violation of the Consent Decree and shall be subject to stipulated penalties.

5. Evangeline 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. Evangeline shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

6. In any action to enforce this Consent Decree, Evangeline 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**

7. Terms used in this Consent Decree that are defined in the CWA or in federal and/or state regulations promulgated pursuant to the CWA shall have the meanings assigned to them in the CWA or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

- a. “Complaint” shall mean the complaint filed on October 19, 2017 by the United States and LDEQ in this action.
- b. “Consent Decree” or “Decree” shall mean this Decree and all appendices attached hereto listed in Section XXI (Integration/Appendices).
- c. “Date of Lodging” shall mean the Day this Consent Decree is filed for lodging with the Clerk for this Court for the United States District Court for the Western District of Louisiana.
- d. “Day” shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or, federal or state holiday, the period shall run until the close of business of the next business day.
- e. “Effective Date” shall have the definition provided in Section XV (Effective Date).
- f. “EPA” shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.
- g. “Evangeline” shall mean Evangeline Enterprises LLC.
- h. “Facility” shall mean Evangeline’s race horse training complex in Carencro, Louisiana, including all ancillary buildings, parking areas, stables, horse stalls, feed storage areas, manure storage areas, animal walkways, and associated areas. The Facility includes the Production Area and all areas within the Facility that are outside of the Production Area.

- i. “Horse Walkers” shall mean a device with a mechanical rotating arm or cage to which horses are tied in order to exercise.
- j. “LDEQ” shall mean the Louisiana Department of Environmental Quality and any of its successor departments or agencies.
- k. “Outfalls” shall mean the Facility’s Southeast Outfall, Northeast Outfall, and the West Outfall as indicated in Appendix A.
- l. “Paragraph” shall mean a portion of this Decree identified by an Arabic numeral;
- m. “Parties” shall mean the United States, LDEQ, and Evangeline.
- n. “Permanent Closure” shall mean the permanent ceasing of animal confinement and related operations at the Facility by Evangeline. Permanent Closure requires the permanent removal of all animals, manure, bedding, raw materials, waste material, and mortalities from the Facility, lawful closure of the oxidation pond, and compliance with all applicable laws and regulations related to the closure of the Facility.
- o. “Process Wastewater” shall mean any water directly or indirectly used in the operation of the Facility, including: (i) spillage or overflow from animal watering systems; (ii) water used to wash, clean or flush barns, manure pits, or other Production Area facilities; (iii) water used for direct contact swimming, washing, or spray-cooling of animals; (iv) water used for dust control; (v) leachate from silage and feed storage areas; (vi) water that comes into contact with any raw materials, products, or byproducts including manure, feed, or bedding; and (vii)

precipitation which comes into contact with any area where animals are confined or manure is stored.

- p. “Production Area” shall mean, within the Facility, the animal confinement area, the manure storage area, the raw material storage area, the waste containment area, and any area used in the storage, handling, treatment, or disposal of mortalities. The animal confinement area includes but is not limited to open lots, stall barns, Horse Walkers, animal walkways and stables. The manure storage area includes but is not limited to manure bins, stockpiles and composting piles. The raw materials storage area includes but is not limited to feed storage areas and bedding materials. The Production Area also includes any drainage channel, ditch, culvert, or pipe that holds or transports Process Wastewater or other wastes.
- q. “Qualifying Rain Event” shall mean a 25-year, 24-hour rain event.
- r. “Reporting Periods” shall mean the three month periods ending on March 31, June 30, September 30, and December 31 of each year.
- s. “Retention Control Structure” shall mean a structure that is designed, constructed, operated, and maintained to contain all Process Wastewater plus the runoff from a 25-year, 24-hour rain event at the Facility.
- t. “Section” shall mean a portion of this Consent Decree identified by a roman numeral.
- u. “Significant Rain Event” shall mean a rainfall of 0.5 inches or more.
- v. “United States” shall mean the United States of America.

#### IV. CIVIL PENALTY

8. Within 30 Days after the Effective Date, Evangeline shall pay the sum of \$300,000 as civil penalties, together with interest accruing from the Date of Lodging until the date the payment is made, at the rate specified in 28 U.S.C. § 1961, as of the date of lodging.

9. Evangeline shall pay \$150,000 of the amount due under Paragraph 8 to the United States by FedWire Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice account, in accordance with instructions provided to Evangeline by the Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the Western District of Louisiana after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (“CDCS”) number, which Evangeline shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

Name/Title	Randy P. Angelle
Address	401 E. Mills Ave., Breaux Bridge, LA 70517
Phone number	337-332-0616
Email address	<a href="mailto:rpangelle@bhaalaw.com">rpangelle@bhaalaw.com</a>

on behalf of Evangeline. Evangeline may change the individual to receive payment instructions on its behalf by providing written notice of such change to the United States and EPA in accordance with Section XIV (Notices). Evangeline may elect to pay civil penalties due to the United States, together with interest accruing from the Date of Lodging, on the following schedule:

- a. \$75,000, plus interest, within 30 Days after the Effective Date;
- b. \$50,000, plus interest, within 90 Days after the Effective Date;
- c. \$25,000, plus interest, within 120 Days after the Effective Date.

Evangeline must notify the United States of Evangeline's election to pay civil penalties in accordance with the schedule above within 15 Days of the Effective Date by providing written notice to the United States in accordance with Section XIV (Notices).

10. At the time of payment to the United States, Evangeline shall send notice that payment has been made: (i) to EPA via email at [cinwd\\_acctsreceivable@epa.gov](mailto:cinwd_acctsreceivable@epa.gov) or via regular mail at EPA Cincinnati Finance Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; (ii) to the United States via email or regular mail in accordance with Section XIV; and (iii) to EPA Region 6 in accordance with Section XIV. Such notice shall state that the payment is for civil penalties owed pursuant to the Consent Decree in *United States and Louisiana Department of Environmental Quality v. Evangeline Enterprises LLC (d/b/a Evangeline Training Center)*, and shall reference the civil action number, CDCS Number, and DOJ case number 90-5-1-1-11485.

11. Evangeline shall pay \$150,000 of the amount due under Paragraph 8 to LDEQ. Payment shall be made by check, or EFT if requested, in accordance with instructions to be provided to Evangeline by LDEQ. If payment is made by check, the check shall be made payable to the Louisiana Department of Environmental Quality, referencing this Civil Action, and mailed to: Fiscal Administrator, LDEQ, Office of Management and Finance, P.O. Box 4303, Baton Rouge, LA 70821-4303.

12. Evangeline may elect to pay civil penalties due to LDEQ, together with interest accruing from the Date of Lodging, on the following schedule:

- a. \$75,000, plus interest, within 30 Days after the Effective Date;
- b. \$50,000, plus interest, within 90 Days after the Effective Date;

- c. \$25,000, plus interest, within 120 Days after the Effective Date.

Evangeline must notify LDEQ of Evangeline's election to pay civil penalties in accordance with the schedule above within 15 Days of the Effective Date by providing written notice to LDEQ in accordance with Section XIV (Notices).

13. Evangeline shall not deduct any penalties paid under this Decree pursuant to this Section or Section VIII (Stipulated Penalties) in calculating its federal, state, or local income tax.

#### **V. COMPLIANCE REQUIREMENTS**

14. Within 30 Days of the Effective Date of this Consent Decree, Evangeline shall submit a complete application to LDEQ for a LPDES permit for a large CAFO. Upon issuance of the permit, Evangeline shall comply with all permit requirements.

15. Within 60 Days of the Effective Date of this Consent Decree, Evangeline shall install rain gutters on roofs of all Production Area buildings. The gutters shall flow to piped downspouts and connect to dedicated drainage infrastructure to avoid contact with manure, waste, feed, or bedding material.

16. Best Management Practices. Within 30 Days of the Effective Date of this Consent Decree, Evangeline shall implement the following Best Management Practices, per 40 C.F.R. § 122.42(e)(1):

- a. Evangeline shall thoroughly clean all concrete and earthen drainage channels and ditches at the Facility. After the initial cleaning, Evangeline shall inspect all concrete and earthen channels and ditches daily for cleanliness and clean as needed, but no less than once per calendar month.
- b. Evangeline shall keep the Production Area raked and swept clean of

manure and bedding material on a daily basis.

- c. Evangeline shall inspect areas surrounding Horse Walkers for cleanliness daily. Evangeline shall sweep surrounding areas clean of manure and rake at least once per Day.
- d. Evangeline shall use only manure bins with effective covers that prevent the contents of the manure bins from making contact with rainwater, such as plastic composite dumpsters with weighted flip top covers or manure bins with roof structures. Evangeline shall make daily inspections to assure that the manure bins are covered. Any drain plugs on the manure storage bins shall be closed and secured at all times when the bin is storing manure.
- e. Evangeline shall install protective measures that prevent the tracking of manure and Process Wastewater, such as base plates, at all manure bins.
- f. Evangeline shall monitor manure bins daily and clean surrounding area as needed, but no less than once a week. Bins shall be emptied before overflowing.
- g. Evangeline shall install signage at all manure bins, stating that manure dropped on the ground must be properly cleaned and placed in the bins. The signage shall be in English and Spanish.
- h. All bedding, manure, and feed shall be stored and used under cover or inside of a building at all times.
- i. Evangeline shall provide written notice of its pollution prevention policies



to all current stall permit holders and in all stall or stabling permit applications or agreements.

17. Evangeline shall visually monitor all Facility Outfalls to observe whether any discharge occurs. Evangeline shall monitor the Outfalls at least once a week and during every Significant Rain Event, and record observations, which are to be included in the quarterly report required by Paragraph 32 of this Consent Decree. If a discharge is observed after Evangeline's deadline to implement the long term compliance measures, Evangeline must determine the source of the discharge and eliminate the discharge, unless the discharge occurs during a Qualifying Rain Event.

18. Evangeline shall conduct quarterly water sampling and testing at all Outfalls. Test parameters shall include BOD, TSS, Total N, Total P, Ammonia-N, Nitrate-N, and Fecal coliform. Samples shall be sent to a Louisiana Environmental Laboratory Accreditation Program-certified laboratory and copies of the laboratory reports shall be included in the quarterly reports required by Paragraph 32 of the Consent Decree.

19. Evangeline shall monitor the Facility grounds and is responsible for assuring that all of its staff and stabling or stall permittees follow the Facility's pollution prevention rules and the requirements of this Consent Decree.

20. Environmental Compliance Officer. Evangeline shall designate at least one environmental compliance officer and shall ensure that a compliance officer is on duty and available during Evangeline's business hours. Each officer shall have the following duties:

- a. Monitor compliance with all Consent Decree requirements and environmental laws and policies applicable to the Facility.

- b. Monitor compliance with the Facility's requirements for handling manure and bedding and issue immediate directions to stabling or stall permittees and personnel who fail to comply with such requirements and ensure that corrective measures are performed.
  - c. Monitor Outfalls and record results as required by Paragraph 17. During visual monitoring, if a discharge is observed, each officer shall attempt to identify the source, address the discharge if possible, and note identification and corrective measures taken in a monitoring log.
  - d. Take samples from the Outfalls and provide for testing as required by Paragraph 18.
  - e. Review the Facility's pollution prevention rules and recommend improvements as warranted.
  - f. Coordinate and provide annual training on the requirements of the Facility's pollution prevention plan.
  - g. Sign and certify, in accordance with Paragraph 36, all reports and other submissions to the United States and LDEQ required by this Consent Decree.
21. Long-Term Compliance. Evangeline also shall perform the following measures:
- a. Within three months of the Effective Date of this Consent Decree, Evangeline shall implement a Nutrient Management Plan, as required by 40 C.F.R. § 122.42(e)(1). The Nutrient Management Plan shall be developed by a Certified Nutrient Management Planner to address

sediment accumulation in the retention control structure and to manage the nutrients present in the stored Process Wastewater.

- b. Within six months of the Effective Date of this Consent Decree, Evangeline shall retain a licensed Louisiana Professional Engineer to design a Retention Control Structure. The Retention Control Structure shall be constructed under the supervision of a Louisiana Professional Engineer and must conform to all applicable legal and permitting requirements. The Retention Control Structure must be lined consistent with good engineering practices, including Natural Resources Conservation Service ("NRCS") standards, to ensure that the wastewater is retained in the Retention Control Structure. The Retention Control Structure shall have adequate capacity to contain all Process Wastewater plus runoff from a 25-year, 24-hour storm event, per 40 C.F.R. § 412.13.
- c. Within 12 months of the Effective Date of this Consent Decree, Evangeline shall complete construction and commence utilization of the Retention Control Structure.
- d. Within 13 months of the Effective Date of this Consent Decree, Evangeline shall route all Process Wastewater and drainage channels and ditches that carry runoff from the Production Area into the Retention Control Structure.
- e. Once the Retention Control Structure has commenced operations, Evangeline shall not discharge pollutants, including Process Wastewater

or manure, except as allowed by 33 U.S.C. § 1311, 40 C.F.R. § 412.13, its LDEQ permit and all other applicable federal and state laws.

22. Permanent Closure. The idling or temporary closure of the Facility shall not relieve Evangeline of any obligation under the Consent Decree, including all injunctive relief deadlines and stipulated penalties for any late performance or other noncompliance.

23. Nothing in this Consent Decree shall be construed to require Evangeline to continue to operate the Facility. Should Evangeline elect to permanently close the Facility, however, Evangeline must comply with the following:

- a. Evangeline must provide written notice to the United States and LDEQ of Evangeline's decision to permanently close the Facility in accordance with Section XIV (Notices). The required notice shall be provided within seven Days of Evangeline's decision to permanently close the Facility.
- b. Evangeline must remove all animals from the Facility within 30 Days of the notice provided in Subparagraph 23 a. above.
- c. Evangeline must thoroughly clean the Facility and remove all manure, bedding, raw materials, waste material, and mortalities from the Facility within 60 Days of the notice provided in Subparagraph 23 a. above.
- d. Evangeline must close the Facility's oxidation pond in accordance with all applicable laws and regulations, including LAC 33:IX.7301.D.4, within one year of the notice provided in Subparagraph 23 a. above.
- e. Should Evangeline plan to demolish any building, Evangeline must comply with LAC 33:III.5151 and all other applicable laws and

regulations.

24. Upon compliance with the requirements of Paragraph 23 a.-c. above, Evangeline may request that the Plaintiffs agree to modify this Consent Decree to suspend performance of the compliance obligations in Paragraphs 14; 15; 16 b.-i.; 18; 20; and 21 pending the Court's disposition of any motion, pursuant to Paragraph 27 below, to modify the Consent Decree due to Permanent Closure of the Facility. The suspension request must certify that (1) no animals remain at the Facility, and (2) all manure, bedding, raw materials, waste material, and mortalities have been removed from the Facility in accordance with the requirements of the preceding Paragraph. Evangeline shall provide all documents necessary to support its certification.

25. Following the receipt by the United States and LDEQ of the suspension request, the United States shall, after consultation with LDEQ, and in the unreviewable exercise of its discretion, issue a response to the request.

26. If the Plaintiffs agree with the suspension request, the unperformed compliance obligations in Paragraphs 14; 15; 16 b.-i.; 18; 20; and 21 shall be suspended pending the Court's disposition of any motion, pursuant to Paragraphs 27 below, to modify the Consent Decree due to the Permanent Closure of the Facility. The suspension shall last no more than 90 days unless a joint motion in accordance with Paragraph 27 below has been filed with the Court, in which event, the suspension shall last until the Court enters a final decision on the motion.

27. Within 90 days of the United States' agreement to a suspension request, the Parties shall file with the Court a joint motion seeking modification of the injunctive relief terms in light of Evangeline's decision and commitment to permanently close the Facility.

28. Once the Facility has been permanently closed in accordance with all applicable laws and regulations, Evangeline shall provide to the United States and LDEQ a written Notice of Permanent Closure certifying that Evangeline has fully complied with Paragraph 23. The Notice of Permanent Closure shall be submitted in accordance with Section XIV (Notices).

29. Any suspension request or Notice of Permanent Closure shall be signed by an authorized representative of Evangeline and shall bear the certification language set forth in Paragraph 36.

## **VI. PERMITS**

30. Where any compliance obligation under this Decree requires Evangeline to obtain a federal, state, or local permit or approval, Evangeline shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Evangeline may seek relief under the provisions of Section IX (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 Evangeline has submitted timely and complete applications and has taken all other actions necessary to obtain all such permits or approvals.

## **VII. RECORDKEEPING AND REPORTING REQUIREMENTS**

31. Evangeline shall maintain the following records:

- a. monthly horse population data;
- b. outfall monitoring reports and observations;

32. Within 30 Days after each Reporting Period of each year after the lodging of this Consent Decree, until the termination of this Consent Decree, Evangeline shall submit to EPA

and LDEQ, in writing and in the manner set forth in Section XIV (Notices), a quarterly report that shall include:

- a. the status of any construction or compliance measures;
- b. completion of milestones;
- c. problems encountered or anticipated, together with implemented or proposed solutions;
- d. status of permit applications;
- e. reports to state agencies;
- f. a description of any noncompliance with the requirements of this Consent Decree and an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, including a schedule, to prevent, eliminate, or minimize such violation. If Evangeline violates, or has reason to believe that it may violate, any requirement of this Consent Decree, Evangeline shall notify the United States and LDEQ of such violation and its likely duration, in writing, within ten working Days of the Day Evangeline first becomes aware of the violation, with an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Evangeline shall so state in the report. Evangeline shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within 30 Days of the Day

Evangeline becomes aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves Evangeline of its obligation to provide the notice required by Section IX (Force Majeure).

33. Whenever any violation of this Consent Decree, or of any applicable permits, or any other event affecting Evangeline's performance under this Decree, or the performance of its Facility, may pose an immediate threat to the public health or welfare or the environment, Evangeline shall notify EPA and LDEQ orally or by electronic transmission as soon as possible, but no later than 24 hours after Evangeline first knew of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraph.

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

35. All reports, requests and other submissions to EPA or LDEQ under this Consent Decree shall be submitted to the persons designated in Section XIV (Notices).

36. Each report, request or other submission submitted by Evangeline under this Section shall be signed by an official of the submitting party and include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I 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.



37. This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

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

#### **VIII. STIPULATED PENALTIES**

39. Evangeline 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 IX (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Consent Decree, including any work plan or schedule approved under this Consent Decree, according to all applicable requirements of this Consent Decree and within the specified time schedules established by or approved under this Consent Decree.

40. If Evangeline fails to pay any portion of the civil penalty required to be paid under Section IV (Civil Penalty) when due, Evangeline shall pay a stipulated penalty of \$ 2,500 per Day for each Day that the payment is late to the United States and/or LDEQ.

41. If Evangeline fails to provide a copy of this Consent Decree to any proposed transferee or to provide written notice to the Plaintiffs of the prospective transfer, as required by Paragraph 4, Evangeline shall pay a stipulated penalty of \$10,000 per occurrence.

42. The following violations shall accrue stipulated penalties in accordance with the chart below:

Penalty per Day per Violation	
\$1,000	1st through 14th Day of violation
\$1,500	15th through 30th Day of violation
\$2,000	31st Day of violation and beyond

- a. Failure to comply with the requirement in Paragraph 14.
- b. Failure to comply with any of the requirements in Paragraph 21.
- c. Failure to comply with any of the requirements in Paragraph 23.

43. The following violations shall accrue stipulated penalties in accordance with the chart below:

Penalty per Day per Violation	
\$500	1st through 14th Day of violation
\$750	15th through 30th Day of violation
\$1,000	31st Day of violation and beyond

- a. Failure to comply with the requirements in Paragraph 15.
- b. Failure to comply with any of the requirements in Paragraph 16.
- c. Failure to comply with any of the requirements in Paragraph 17.
- d. Failure to comply with any of the requirements in Paragraph 18.

44. If Evangeline fails to comply with the requirements of Paragraph 20, Evangeline shall pay \$500 per Day per violation.

45. For any violation of this Consent Decree not covered elsewhere in this Section, Evangeline shall pay \$500 per Day per violation.

46. 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.

47. Evangeline shall pay any stipulated penalties that accrue pursuant to this Section to the United States and LDEQ, as applicable, within 30 Days of receiving a written demand unless Evangeline invokes the dispute resolution procedures under Section X (Dispute Resolution) of this Consent Decree within the 30-day period.

48. The United States or LDEQ, or both, may seek stipulated penalties under this Section by sending a joint written demand to Evangeline, or by either Plaintiff sending a written demand to Evangeline, with a copy simultaneously sent to the other Plaintiff. Either Plaintiff may waive its 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 Plaintiffs seek stipulated penalties for the same violation of this Consent Decree, Evangeline shall pay 50 percent to the United States and 50 percent to LDEQ. Where only one Plaintiff demands stipulated penalties for a violation, and the other Plaintiff does not join in the demand within 30 Days of receiving the demand, or timely joins in the demand but subsequently elects to waive or reduce its portion of stipulated penalties for that violation, Evangeline shall pay the full stipulated penalties due for the violation to the Plaintiff making the demand less any amount paid to the other Plaintiff.

49. Stipulated penalties shall continue to accrue as provided in Paragraph 46 during any Dispute Resolution, but need not be paid until the following:

a. if the dispute is resolved by agreement or by a decision of the United States or LDEQ that is not appealed to the Court, Evangeline 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 the United States' 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, Evangeline shall pay all accrued penalties that are determined due by the Court, together with interest, within 60 Days after receiving the Court's decision or order, except as provided in subparagraph 49(c), below;

c. if any Party appeals the District Court's decision, Evangeline shall pay all accrued penalties determined to be owing, together with interest, within 15 Days after receiving the final appellate court decision.

50. Evangeline shall pay stipulated penalties owing to the United States or LDEQ in the manner set forth and with the confirmation notices required by Section IV (Civil Penalty), 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.

51. If Evangeline fails to pay stipulated penalties according to the terms of this Consent Decree, Evangeline shall be liable for interest on such penalties at the rate specified 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 Evangeline's failure to pay any stipulated penalties.

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

53. Stipulated penalties are not the United States' or LDEQ's exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section XII (Effect of Settlement/Reservation of Rights), the United States and LDEQ expressly reserve the right to seek any other relief it deems appropriate for Evangeline's violation of this Decree or applicable law, including, but not limited to, an action against Evangeline for statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt.

#### **IX. FORCE MAJEURE**

54. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Evangeline, of any entity controlled by Evangeline, or of Evangeline's contractors, which delays or prevents the performance of any obligation under this Consent Decree despite Evangeline's best efforts to fulfill the obligation. The requirement that Evangeline exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (a) as it is occurring and (b) following the potential force majeure, such that the delay and any adverse effects of the delay are minimized. "Force Majeure" does not include Evangeline's financial inability to perform any obligation under this Consent Decree.

55. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event,

Evangeline shall provide notice orally or by electronic transmission to EPA and LDEQ within 72 hours of when Evangeline first knew that the event might cause a delay. Within seven days thereafter, Evangeline shall provide in writing to EPA and LDEQ an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Evangeline's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Evangeline, such event may cause or contribute to an endangerment to public health, welfare or the environment. Evangeline shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Evangeline from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Evangeline shall be deemed to know of any circumstance of which Evangeline, any entity controlled by Evangeline, or Evangeline's contractors knew or should have known.

56. If EPA, after a reasonable opportunity for review and comment by LDEQ, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA, after a reasonable opportunity for review and comment by LDEQ, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, by itself, extend the time for performance of any other obligation. EPA will notify Evangeline in writing of the

length of the extension, if any, for performance of the obligations affected by the force majeure event.

57. If EPA, after a reasonable opportunity for review and comment by LDEQ, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify Evangeline in writing of its decision.

58. If Evangeline elects to invoke the dispute resolution procedures set forth in Section X (Dispute Resolution), it shall do so no later than 15 days after receipt of EPA's notice provided pursuant to Paragraph 57. In any such proceeding, Evangeline shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Evangeline complied with the requirements of Paragraphs 54 and 55. If Evangeline carries this burden, the delay at issue shall be deemed not to be a violation by Evangeline of the affected obligation of this Consent Decree identified to EPA, LDEQ, and the Court.

#### **X. DISPUTE RESOLUTION**

59. 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. Evangeline's failure to seek resolution of a dispute under this Section shall preclude Evangeline from raising any such issue as a defense to an action by the United States and/or LDEQ to enforce any obligation of Evangeline arising under this Decree.

60. 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 Evangeline sends the United States and LDEQ a written Notice of Dispute. 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 and LDEQ shall be considered binding unless, within 15 Days after the conclusion of the informal negotiation period, Evangeline invokes formal dispute resolution procedures as set forth below.

61. Formal Dispute Resolution. Evangeline shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States 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 Evangeline's position and any supporting documentation relied upon by Evangeline.

62. The Plaintiffs shall serve their Statement of Position within 45 Days of receipt of Evangeline's Statement of Position. The Plaintiffs' 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 or LDEQ. The Plaintiffs' Statement of Position shall be binding on Evangeline, unless Evangeline files a motion for judicial review of the dispute in accordance with the following Paragraph.

63. Evangeline may seek judicial review of the dispute by filing with the Court and serving on the United States and LDEQ, in accordance with Section XIV (Notices), a motion



requesting judicial resolution of the dispute. The motion must be filed within 10 Days of receipt of the Plaintiffs' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Evangeline's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

64. The United States and/or LDEQ shall respond to Evangeline's motion within the time period allowed by the Local Rules of this Court. Evangeline may file a reply memorandum, to the extent permitted by the Local Rules.

65. Standard of Review. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 61, Evangeline shall bear the burden of demonstrating that its position complies with this Consent Decree and better furthers the objectives of the Consent Decree.

66. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Evangeline 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 49. If Evangeline does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VIII (Stipulated Penalties).

**XI. INFORMATION COLLECTION AND RETENTION**

67. 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 Evangeline or its representatives, contractors, or consultants;
- d. obtain documentary evidence, including photographs and similar data; and
- e. assess Evangeline's compliance with this Consent Decree.

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

69. Until five years after the termination of this Consent Decree, Evangeline 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 Evangeline'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 request by the United

States or LDEQ, Evangeline shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

70. At the conclusion of the information-retention period provided in the preceding Paragraph, Evangeline 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, Evangeline shall deliver any such documents, records, or other information to EPA or LDEQ. Evangeline 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 Evangeline 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 Evangeline. However, Evangeline may make no claims of privilege or protection regarding any documents, records, or other information created or generated pursuant to the requirements of this Consent Decree.

71. Evangeline 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 Evangeline seeks to protect as CBI, Evangeline 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, Evangeline shall follow the law

and procedures as set forth in the applicable provisions of La. R.S. 30:2030; La. R.S. 2074.D; and LAC 33:I. Chapter 5.

72. 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 Evangeline to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

## **XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

73. This Consent Decree resolves 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.

74. 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 Act or implementing regulations, or under other federal or state laws, regulations, or permit conditions. The United States and LDEQ further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, Evangeline's Facility, whether related to the violations addressed in this Consent Decree or otherwise.

75. In any subsequent administrative or judicial proceeding initiated by the United States or LDEQ for injunctive relief, civil penalties, criminal actions, or other appropriate relief relating to the Evangeline's Facility, Evangeline shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue

preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States 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 73.

76. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Evangeline is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Evangeline'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 Evangeline's compliance with any aspect of this Consent Decree will result in compliance with provisions of the CWA, 33 U.S.C. § 1251, *et seq.*, or with any other provisions of federal, State, or local laws, regulations, or permits.

77. This Consent Decree does not limit or affect the rights of Evangeline 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 Evangeline, except as otherwise provided by law.

78. 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.

79. Notwithstanding any other provision of this Consent Decree, if the financial information provided by Evangeline, or the financial certification contained in Paragraph 80 of this Consent Decree made by Evangeline in signing this Consent Decree, is subsequently

determined by the United States or LDEQ to be, in any material respect, false or inaccurate, Evangeline shall forfeit all payments made pursuant to this Consent Decree, and the resolution of liability provided by Paragraph 73 shall be null and void as to Evangeline. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose the United States' or LDEQ's right to pursue any other causes of action arising from Evangeline's materially false or inaccurate information.

80. Evangeline hereby certifies that, to the best of Evangeline's knowledge and belief, after thorough inquiry, Evangeline has: submitted to the United States and LDEQ financial information that fairly, accurately and materially sets forth Evangeline's financial circumstances, and that those circumstances have not materially changed between the time the financial information was submitted to the United States and LDEQ and the time Evangeline executes this Consent Decree.

### **XIII. COSTS**

81. 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 Evangeline.

### **XIV. NOTICES**

82. Unless otherwise specified in this Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

As to the United States by email: [eesdcopy.enrd@usdoj.gov](mailto:eesdcopy.enrd@usdoj.gov)  
Re: DJ # 90-5-1-1-11485

As to EPA by email: [Senkayi.Abu@epa.gov](mailto:Senkayi.Abu@epa.gov)  
[Chang-Vaughan.Ellen@epa.gov](mailto:Chang-Vaughan.Ellen@epa.gov)

As to LDEQ by email: [Celena.Cage@la.gov](mailto:Celena.Cage@la.gov)  
[Jackie.Marve@la.gov](mailto:Jackie.Marve@la.gov)

As to Evangeline by email: [rpangelle@bhaalaw.com](mailto:rpangelle@bhaalaw.com)

83. If any electronic transmission is returned as undeliverable or if any electronic reporting system is unavailable, the notifying party shall, within two Days, submit the writing to the following addresses:

As to the United States: 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 # 90-5-1-1-11485

As to EPA: Branch Chief  
Legal Water Enforcement  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 6  
1445 Ross Ave.  
Dallas, Texas 75202  
Re: DJ # 90-5-1-1-11485

Branch Chief  
Water Enforcement  
Compliance Assurance and Enforcement Division  
U.S. Environmental Protection Agency, Region 6  
1445 Ross Ave.  
Dallas, Texas 75202  
Re: DJ # 90-5-1-1-11485

As to LDEQ:

Celena Cage  
Enforcement Administrator  
Office of Environmental Compliance  
La. Department of Environmental Quality  
P.O. Box 4312  
Baton Rouge, LA 70821-4312

Jackie M. Marve  
Regional Counsel,  
Office of the Secretary, Legal Division  
La. Department of Environmental Quality  
P.O. Box 4302  
Baton Rouge, LA 70821-4312

As to Evangeline:

Randy P. Angelle  
401 E. Mills Ave.  
Breaux Bridge, LA 70517

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

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

#### **XV. EFFECTIVE DATE**

86. 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.

#### **XVI. RETENTION OF JURISDICTION**

87. 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 X (Dispute Resolution) and XVII (Modification), or effectuating or enforcing compliance with the terms of this Decree.

#### **XVII. MODIFICATION**

88. The terms of this Consent Decree, including any attached appendices, 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.

89. Any disputes concerning modification of this Decree shall be resolved pursuant to Section X (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 65, 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).

#### **XVIII. TERMINATION**

90. After Evangeline has completed the requirements of Section V (Compliance Requirements), Section VI (Permits), Section VII (Recordkeeping and Reporting Requirements), and has thereafter for a period of 23 months maintained continuous compliance with this Consent Decree and has paid the civil penalty and any accrued stipulated penalties and all accrued interest thereon, as required by Sections IV (Civil Penalty) and VIII (Stipulated Penalties), Evangeline may serve upon the United States and LDEQ a Request for Termination of this Consent Decree, stating that Evangeline has satisfied those requirements, together with all necessary supporting documentation.

91. If Evangeline permanently closes the Facility, in accordance with Paragraph 23, and has paid the civil penalty and any accrued stipulated penalties and all accrued interest

thereon, as required by Sections IV (Civil Penalty) and VIII (Stipulated Penalties), Evangeline may serve a Request for Termination of this Consent Decree, stating that Evangeline has satisfied those requirements, together with all necessary supporting documentation.

92. Following receipt by the United States and LDEQ of Evangeline's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Evangeline 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.

93. If the United States after consultation with LDEQ does not agree that the Decree may be terminated, Evangeline may invoke Dispute Resolution under Section X. However, Evangeline shall not seek Dispute Resolution of any dispute regarding termination until 60 Days after service of its Request for Termination.

#### **XIX. PUBLIC PARTICIPATION**

94. 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. Evangeline 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 has notified Evangeline in writing that it no longer supports entry of the Decree.

95. The Parties agree and acknowledge that final approval by LDEQ and entry of this Consent Decree is subject to the requirements of La. R.S. 30:2050.7, which provides for public notice of the Consent Decree in newspapers of general circulation and the official journal of the parish in which Evangeline's Facility is located, an opportunity for public comment of not less than 45 days, consideration of any comments, and concurrence by the State Attorney General. Evidence of final approval of this Consent Decree by LDEQ shall be LDEQ's execution of a Motion to Enter the Consent Decree, and LDEQ reserves the right to withdraw or withhold consent based on information provided during the public comment period. In the event public comments raise issues over the content or terms of the Consent Decree, LDEQ, may withdraw from this Consent Decree and will not join in the filing of a Motion to Enter the Consent Decree.

#### **XX. SIGNATORIES/SERVICE**

96. Each undersigned representative of Evangeline, LDEQ and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

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

## XXI. INTEGRATION/APPENDICES

98. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than deliverables that are subsequently submitted and approved pursuant to this 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.

99. There are no appendices attached to this Consent Decree.

## XXII. FINAL JUDGMENT

100. 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 Evangeline.

Dated and entered this 15<sup>th</sup> day of February, 2019.

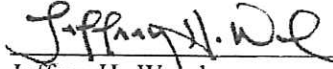


MICHAEL J. JUNEAU  
UNITED STATES DISTRICT JUDGE  
WESTERN DISTRICT OF LOUISIANA


Signature Page to Consent Decree in *U.S. et al. v. Evangeline Enterprises LLC*

FOR THE UNITED STATES OF AMERICA:

10/26/18  
Date

  
\_\_\_\_\_  
Jeffrey H. Wood  
Acting Assistant Attorney General  
Environment and Natural Resources Division  
United States Department of Justice

10/30/18  
Date

  
\_\_\_\_\_  
Asia A. McNeil-Womack (Ga. Bar #821002)  
Trial Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice  
Washington, DC 20044-7611

David C. Joseph  
United States Attorney  
Western District of Louisiana

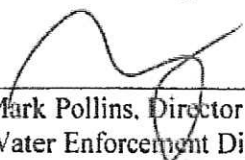
Desiree Williams-Auzenne  
Assistant United States Attorney  
Western District of Louisiana

Signature Page to Consent Decree in *U.S. et al. v. Evangeline Enterprises LLC*

FOR THE U.S. ENVIRONMENTAL PROTECTION  
AGENCY:

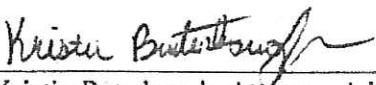
10/4/18

Date

  
\_\_\_\_\_  
Mark Pollins, Director  
Water Enforcement Division  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency

10/2/18

Date

  
\_\_\_\_\_  
Kristin Buterbaugh, Attorney-Adviser  
Water Enforcement Division  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency

Signature Page to Consent Decree in *U.S. et al. v. Evangeline Enterprises LLC*

FOR THE U.S. ENVIRONMENTAL PROTECTION  
AGENCY, REGION 6:

10/3/18

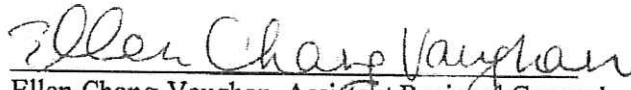
Date



Cheryl T. Seager, Director  
Compliance Assurance and Enforcement Division  
U.S. Environmental Protection Agency, Region 6

Oct. 1, 2018

Date



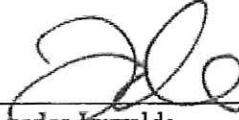
Ellen Chang-Vaughan, Assistant Regional Counsel  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 6

Signature Page to Consent Decree in *U.S. et al. v. Evangeline Enterprises LLC*, subject to the public notice and comment requirements of La. R.S. 30:2050.7

FOR THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY:

9-27-18

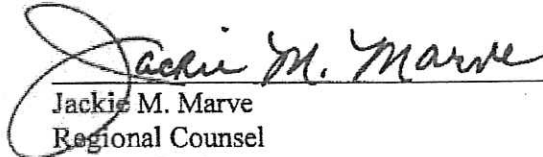
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Lourdes Iturralde  
Assistant Secretary  
Office of Environmental Compliance  
Louisiana Department of Environmental Quality

9/27/18

Date



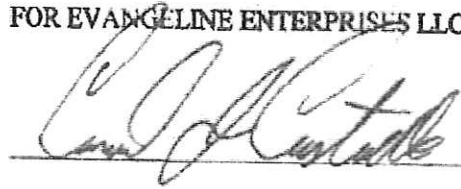
Jackie M. Marve  
Regional Counsel  
Dwana C. King  
Deputy General Counsel  
Office of the Secretary, Legal Division  
Louisiana Department of Environmental Quality



Signature Page to Consent Decree in *U.S. et al. v. Evangeline Enterprises LLC*

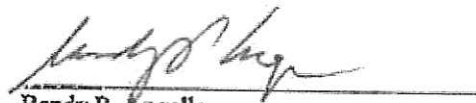
9/28/18  
Date

FOR EVANGELINE ENTERPRISES LLC:



Representative for Evangeline Enterprises LLC

9/28/18  
Date



Randy P. Angelle  
Counsel for Evangeline Enterprises LLC