

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA and)	
OKLAHOMA DEPARTMENT)	
OF ENVIRONMENTAL QUALITY,)	
)	
Plaintiffs,)	
)	Case No. CIV-20-1205-HE
v.)	
)	
JANUARY ENVIRONMENTAL)	
SERVICES, INC.,)	
JANUARY TRANSPORT, INC., and)	
CRIS JANUARY,)	
)	
Defendants.)	

CONSENT DECREE

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WHEREAS, Plaintiffs, the United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), and the Oklahoma Department of Environmental Quality (“ODEQ”), have filed a complaint in this action alleging that Defendants January Environmental Services, Inc. (“JES”), January Transport, Inc. (“JTI”), and Cris January (collectively, “Defendants”) have violated the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §§ 6901 *et seq.*, the Oklahoma Hazardous Waste Management Act, Okla. Stat. tit. 27A, §§ 2-7-101 *et seq.*, and regulations promulgated pursuant to those statutes in connection with Defendants’ used oil and hazardous waste transportation operations and their used oil processing facility in Oklahoma City, Oklahoma (“Facility”).

WHEREAS, JTI is a transporter of used oil and other wastes and is the owner of the Facility; JES and Cris January are operators of the Facility and related used oil and hazardous waste transportation services. Defendants’ operations are subject to RCRA, and the Facility is a used oil processing facility within the meaning of RCRA.

WHEREAS, the Complaint alleges violations of the used oil and hazardous waste regulatory provisions in Subtitle C of RCRA, 42 U.S.C. §§ 6921-6939e. Defendants denied the allegations of the Complaint but desire to fully cooperate with and conform in all respects to all requirements.

WHEREAS, Defendants assert that they have a limited financial ability to pay penalties for the alleged violations and have submitted financial information to the United States that materially sets forth their financial circumstances. The financial information provided includes Defendants’ income tax returns and financial records including

detailed income and expense statements.

WHEREAS, Plaintiffs, with the assistance of an expert financial analyst, have reviewed the financial information submitted by Defendants to assess the asserted limited ability to pay. Based on the financial information provided, Plaintiffs have determined that Defendants have a limited ability to pay the full amount that Plaintiffs assert would otherwise be appropriate for the serious violations alleged in the Complaint. Accordingly, the penalties assessed in this Consent Decree are reduced to the agreed levels presented herein based on Defendants' demonstrated limited ability to pay.

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

NOW, THEREFORE, with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, 1355, and 1367, and Section 3008 of RCRA, 42 U.S.C. § 6928(a), and over the Parties. Venue lies in this District pursuant to Section 3008 of RCRA, 42 U.S.C. § 6928(a), and 28 U.S.C. §§ 1391 (b) and (c) and 1395(a), because the violations alleged in the Complaint are alleged to have occurred in, and Defendants conduct business in, this judicial district. For purposes of this Consent Decree, or any action to enforce this Consent Decree, Defendants consent to the Court's jurisdiction over

this Consent Decree and any such action and over Defendants and consent to venue in this judicial district.

2. For purposes of this Consent Decree, Defendants agree that the Complaint states claims upon which relief may be granted pursuant to Section 3008(a)(1) of RCRA, 42 U.S.C. § 6928(a)(1).

II. APPLICABILITY

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

4. No transfer of ownership or operation of the Facility, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Defendants of their obligation to ensure that the terms of the Consent Decree are implemented. At least 30 Days prior to such transfer, Defendants 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 ODEQ in accordance with Section XIV (Notices) of this Consent Decree. Any attempt to transfer ownership or operation of the Facility without complying with this Paragraph constitutes a violation of this Consent Decree.

5. Defendants 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 Consent Decree, as well as to any contractor retained to perform work

required under this Consent Decree. Defendants 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, Defendants shall not raise as a defense the failure by any of their officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. OBJECTIVES

7. It is the express purpose of the Parties in entering into this Consent Decree to further the objective set forth in 42 U.S.C. § 6902 by the expeditious implementation of the requirements of this Consent Decree. All obligations of this Consent Decree have the objective of causing the Defendants to come into and remain in full compliance with applicable RCRA used oil and hazardous waste regulations.

IV. DEFINITIONS

8. Terms used in this Consent Decree that are defined in RCRA or in regulations promulgated pursuant to RCRA have the meanings assigned to them in RCRA or such regulations, unless otherwise provided in this Consent Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions apply:

- a. “Approved Testing Methods” means any EPA-recognized analytical testing method identified in Appendix A of EPA’s Guidance and Summary of Information Regarding the RCRA Used Oil Rebuttable Presumption (EPA905-R03-005) (2005) that provide quantitative information about the concentration of halogens in used oil.

- b. “Complaint” means the amended complaint filed by the United States and ODEQ on September 20, 2021 in this action.
- c. “Consent Decree” means this Consent Decree.
- d. “Day” means a calendar day unless expressly stated to be a business day.
In computing any period of time for a deadline under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period runs until the close of business of the next business day.
- e. “Defendants” means January Environmental Services, Inc., January Transport, Inc., and Cris January.
- f. “DOJ” means the United States Department of Justice and any of its successor departments or agencies.
- g. “EPA” means the United States Environmental Protection Agency and any of its successor departments or agencies.
- h. “Effective Date” means the definition provided in Section XV.
- i. “Facility” means Defendant’s used oil processing facility located at 4300 SW 36th Street in Oklahoma City, Oklahoma.
- j. “ODEQ” means the Oklahoma Department of Environmental Quality.
- k. “Paragraph” means a portion of this Consent Decree identified by an Arabic numeral.
- l. “Parties” means the United States, ODEQ, and Defendants.
- m. “Section” means a portion of this Consent Decree identified by a Roman numeral.

- n. “Staff” mean all individuals employed by Defendants, including independent contractors.
- o. “Trip Tickets” means the form used by Defendants to document a driver’s pick-up or delivery of used oil or waste materials.
- p. “United States” means the United States of America, acting on behalf of EPA.

V. CIVIL PENALTY

9. Settling Defendants, jointly and severally, shall pay \$1.9 million as a civil penalty, plus interest as described in this Paragraph.

a. This payment shall be made in accordance with the following schedule:

- First Payment: \$200,000 due within 30 Days after the Effective Date;
- Second Payment: \$400,000 due within 6 months of the Effective Date;
- Third Payment: \$400,000 due within 12 months of the Effective Date;
- Fourth Payment: \$400,000 due within 18 months of the Effective Date;
- Fifth Payment: \$500,000 due within 24 months of the Effective Date.

b. Settling Defendants shall include with the first installment payment an additional amount for interest accrued at the rate of 3.25% per year on the total penalty amount from the date of lodging through the date of payment. Settling Defendants shall include with each subsequent payment an additional amount for interest accrued at the rate of 3.25% per year on the unpaid balance from the date of the previous payment through the date of the payment being made. After the Effective Date, the Financial

Litigation Program (“FLP”) of the U.S. Attorney’s Office for the Western District of Oklahoma will provide to Settling Defendants a calculation of the interest due for each payment.

c. Settling Defendants may pay any payment prior to its due date, but must contact the FLP in advance for a determination regarding the amount of interest to be included with the payment. If any installment payment includes an overpayment, the amount of the overpayment will be applied to the remaining principal

d. If Settling Defendants fail to make any payment required under this Section by the due date, either or both Plaintiffs may send Settling Defendants a written notice of late payment. If Settling Defendants fail to make the payment and to pay all interest and stipulated penalties owed within 30 Days of receipt of the notice, all remaining payments and all accrued interest will be due immediately. Interest will continue to accrue on any unpaid amounts until Settling Defendants pay the total amount due. Interest required under this Paragraph is in addition to any stipulated penalties owed under Section VIII.

e. If one or more of Settling Defendants become the subject of a proceeding under the Bankruptcy Code, 11 U.S.C. § 101-1532, all remaining payments and all accrued interest will be due immediately. Interest will continue to accrue on any unpaid amounts until Settling Defendants pay the total amount due. Interest required under this Paragraph is in addition to any stipulated penalties owed under Section VIII.

10. Defendants shall pay half of each amount due under Paragraph 9, plus interest, to the United States by FedWire Electronic Funds Transfer (“EFT”) to the DOJ

account, in accordance with instructions provided to Defendants by the FLP of the United States Attorney's Office for the Western District of Oklahoma after the Effective Date.

The payment instructions provided by the FLP will include a Consolidated Debt Collection System ("CDCS") number, which Defendants shall use to identify all payments required to be made in accordance with this Consent Decree. The FLP will provide the payment instructions to:

Cris January (cris@januaryservices.com) and

Robert R. Redwine (rob@bethanylawn.com; 405-513-5700)

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

11. At the time of payment to United States, Defendants shall send notice that payment has been made: (i) to EPA via email at cinwd_acctsreceivable@epa.gov or via regular mail at EPA Cincinnati Finance Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; (ii) to DOJ via email or regular mail in accordance with Section XIV; and (iii) to EPA in accordance with Section XIV. Such notice shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in *United States and Oklahoma Department of Environmental Quality v. January Environmental Services, Inc., January Transport, Inc., and Cris January*, and shall reference the civil action number, CDCS Number and DOJ case number 90-7-1-12085.

12. Defendants shall pay half of each amount due under Paragraph 9, plus interest, to ODEQ. Payment shall be made in accordance with instructions to be provided

to Defendants by ODEQ. Payments shall be by check or money order payable to the Oklahoma Department of Environmental Quality (or ODEQ), showing the case number of this action, delivered to:

Accounts Receivable
Financial & Human Resources Management
Department of Environmental Quality
P.O. Box 2036
Oklahoma City, OK 73101-2036

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

VI. COMPLIANCE REQUIREMENTS

14. Effective immediately, Defendants shall conduct their used oil operations at the Facility in compliance with RCRA and all State and federal RCRA regulations applicable to used oil processors and used oil processing facilities, as well as all other applicable local, State, and federal laws, regulations, and requirements.

15. Upon the Effective Date, Defendants shall no longer use Trip Tickets as the basis for accepting and transporting hazardous waste and instead will use proper hazardous waste manifest forms.

16. Within 30 Days after the Effective Date, Defendants shall submit to the United States and ODEQ documentation of the procedures and training put in place to educate their drivers and other Staff on the compliance requirement included in Paragraph 15.

17. Upon the Effective Date and for the following three years, Defendants shall not collect, accept, accept for transport, or process or handle any used oil without first determining, using Approved Testing Methods, the presence and concentration of halogens in the used oil (i.e., less than or more than 1,000 parts per million), except as provided in Paragraph 32. A refrigerant leak detector is not an Approved Testing Method, and Defendants shall not use a refrigerant leak detector to attempt to satisfy the requirements of this Section or any other requirement of the RCRA used oil program regulations.

18. Upon the Effective Date, Defendants shall document and retain records of all used oil or hazardous waste testing.

19. Upon the Effective Date, Defendants shall maintain proper notifications to and attempt to make arrangements with local emergency response agencies that would respond to an emergency at the Facility.

20. Within 30 Days after the Effective Date, Defendants shall label all tanks and containers used to store used oil or waste products at the Facility, including containers that are used to store used oil filters and accumulate used oil from such filters.

21. Within 45 Days after the Effective Date, Defendants shall update their websites to provide current and accurate information on the services provided by the defendant companies, including removal from their websites of any indication that they recycle used oil filters if filters are being sent to landfills for disposal and removal of all operations and business locations that are no longer in service.

22. Within 30 Days after the Effective Date, Defendants shall revise their testing procedures in their Analysis Plan to ensure the procedures are consistent with Paragraphs 17 and 18 above and all other applicable regulatory requirements.

23. No later than 60 Days after the Effective Date, Defendants shall submit their new Analysis Plan to EPA and ODEQ for review and approval. Defendants shall include a description of the efforts taken to comply with the provisions of the Analysis Plan.

24. Within 30 Days after the Effective Date, Defendants shall submit all past-due Biennial Reports to ODEQ and EPA. Defendants shall timely submit all future Biennial Reports to EPA and ODEQ.

25. Within 30 Days after the Effective Date, Defendants shall properly manifest and transport for disposal to a designated facility all hazardous waste that has been stored at the Facility for more than 10 Days. Defendants shall document and certify, using the certification statement included in Paragraph 41, the proper disposal of the hazardous waste at a permitted hazardous waste facility. Defendants shall provide copies of the manifests and certification to EPA and ODEQ within 45 Days after the Effective Date.

26. Within 30 Days after the Effective Date, Defendants shall submit to EPA and ODEQ the name and qualifications of a proposed qualified, independent engineer to:

- a. inspect and review the Facility and the current Spill Prevention Control and Countermeasure Plan (“SPCC Plan”) to ensure tank secondary containment is appropriate for the current conditions at the Facility’s tank farm, including any frac tanks, roll-off boxes, and

rail cars at the Facility; and

- b. assess the sufficiency of Defendants' Contingency Plan required in 40 C.F.R. § 279.52(b).

EPA and ODEQ will notify Defendants in writing whether they approve of the qualified independent engineer within 30 Days. Defendants shall retain the proposed qualified engineer within 10 Days of receiving EPA and ODEQ approval.

27. Defendants shall have the engineer prepare a written report summarizing the findings of the review and inspection ("Engineer's Report"). Defendants shall submit the Engineer's Report to the United States and ODEQ within 90 Days after the Effective Date in accordance with Section XIV (Notices).

28. Defendants shall implement any changes that need to be made to the Facility's secondary containment systems within 120 Days of receiving the Engineer's Report.

29. Within 120 Days after the Effective Date, Defendants shall provide a revised SPCC Plan to EPA and ODEQ. The SPCC Plan shall address the current conditions at the Facility and all concerns identified in the Engineer's Report required in Paragraph 27 and all requirements of the Contingency Plan identified in 40 C.F.R. § 279.52(b).

30. Within 45 Days after the Effective Date, Defendants shall designate an area at the Facility, separate from the used oil storage area, for hazardous waste transportation activities. Defendants shall develop written procedures on the management of this area

and train its employees on the procedures. Defendants shall submit a copy of the written procedures to EPA and ODEQ within 45 Days of the Effective Date.

31. Within 45 Days after the Effective Date, Defendants shall develop and implement a written waste management process to ensure all wastes received and generated by Defendants at the Facility, including used oil filters and other types of filters and wastes in roll-off bins and other storage units, are characterized for proper management and disposal or recycling, including determination as to whether the wastes and mixed wastes are hazardous. In addition to performing these waste characterization requirements for all such wastes, Defendants shall ensure that all used oil filters have been hot drained and crushed or punctured prior to sending any filters off-site for disposal. Defendants shall submit a copy of the written procedures to EPA and ODEQ within 45 Days of the Effective Date.

32. If Defendants seek to establish and rely on their knowledge of the halogen concentration in certain sources of used oil instead of relying on testing as specified in Paragraph 17, they may request approval to do so from EPA and ODEQ.

- a. In any such request in the first year of performance, Defendants may initially propose to rely on knowledge of the generator's process for up to 15 customer source locations (a location from which used oil is collected for transport). Defendants' request shall include the identification of the proposed customer source locations, a detailed description of Defendants' knowledge of the generator's process and halogen content, copies of all materials relied upon by Defendants

for their knowledge determination, and an updated Analysis Plan that describes how Defendants will establish, maintain, update, and document their knowledge base.

- b. Upon receipt of the request from Defendants, EPA and ODEQ will review the submission and approve or deny the request within 60 Days.
- c. Following EPA and ODEQ's response in Paragraph 32b, Defendants may propose an additional 45 customer source locations in the first year of compliance. Upon receipt of a request from Defendants, EPA and ODEQ will review the submission and approve or deny the request within 60 Days.
- d. For the second year of the compliance period specified in Paragraph 17 and following the same procedures specified above in this Paragraph, Defendants may propose up to an additional 45 customer source locations every six months following EPA's and ODEQ's approval or rejection of the previous request. Upon receipt of a request from Defendants, EPA and ODEQ will review the submission and approve or deny the request within 60 Days.
- e. For the remaining compliance period specified in Paragraph 17 and following the same procedures specified above in this Paragraph, Defendants may propose up to an additional 50 customer source locations every six months following EPA's and ODEQ's approval

or rejection of the previous request. Upon receipt of a request from Defendants, EPA and ODEQ will review the submission and approve or deny the request within 60 Days.

33. Approval of Deliverables. After review of any plan, report, or other item that is required to be submitted and approved by EPA and ODEQ pursuant to this Consent Decree, EPA after consultation with ODEQ will in writing: (a) approve the submission; (b) approve the submission upon specified conditions; (c) approve part of the submission and disapprove the remainder; or (d) disapprove the submission. Defendants may contact Plaintiffs, prior to any due date, to request an extension and provide the basis for the request; Plaintiffs have the discretion to grant an extension not to exceed 60 Days.

34. If the submission is approved pursuant to Paragraph 33(a), Defendants shall take all actions required by the plan, report, or other document, in accordance with the schedules and requirements of the plan, report, or other document, as approved. If the submission is conditionally approved or approved only in part pursuant to Paragraph 33(b) or (c), Defendants shall, upon written direction from EPA after consultation with ODEQ, take all actions required by the approved plan, report, or other item that EPA after consultation with ODEQ determines are technically severable from any disapproved portions, subject to Defendants' right to dispute only the specified conditions or the disapproved portions, under Section X (Dispute Resolution).

35. If the submission is disapproved in whole or in part pursuant to Paragraph 33(c) or (d), Defendants shall, within 30 Days or such other time as the Parties agree to in writing, correct all deficiencies and resubmit the plan, report, or other item, or

disapproved portion thereof, for approval, in accordance with the preceding Paragraphs. If the resubmission is approved in whole or in part, Defendants shall proceed in accordance with the preceding Paragraph.

36. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, EPA after consultation with ODEQ may again require Defendants to correct any deficiencies, in accordance with the preceding Paragraphs, subject to Defendants' right to invoke Dispute Resolution and the right of EPA and ODEQ to seek stipulated penalties as provided in the preceding Paragraphs.

37. If Defendants elect to invoke Dispute Resolution as set forth in Paragraphs 34 or 36, Defendants shall do so by sending a Notice of Dispute in accordance with Paragraph 66 within 30 Days (or such other time as the Parties agree to in writing) after receipt of the applicable decision.

38. Any stipulated penalties applicable to the original submission, as provided in Section VIII, accrue during the 30 Day period or other specified period, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part; provided that, if the original submission was so deficient as to constitute a material breach of Defendants' obligations under this Consent Decree, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission.

VII. REPORTING REQUIREMENTS

39. Defendants shall submit the following reports to EPA, DOJ, and ODEQ at the addresses set forth in Section XIV (Notices):

a. Quarterly Reports. By January 31st, April 30th, July 31st and October 31st of each year after the lodging of this Consent Decree and continuing until termination of this Consent Decree pursuant to Section XVIII (Termination), Defendants shall submit to the United States and ODEQ a quarterly report for the preceding three months. Each quarterly report shall include:

- (1) A description of Defendants' activities undertaken during the preceding three months to achieve compliance with this Consent Decree, corresponding with each of the obligations set forth in Section VI (Compliance Requirements).
- (2) A description of any problems encountered or anticipated, together with implemented or proposed solutions.
- (3) Each quarterly report shall include a description of any non-compliance 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, to prevent or minimize such violation. If Defendants violate, or have reason to believe that they may violate, any requirement of this Consent Decree, Defendants shall notify DOJ, EPA, and ODEQ of such violation and its likely duration, in writing, within ten business days of the Day Defendants first become 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, Defendants shall so state in the report. Defendants 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 Defendants become aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieve Defendants of their obligation to provide the notice required by Section IX (Force Majeure).

40. Whenever any violation of this Consent Decree, any applicable permits, or any other event affecting Defendants' performance under this Consent Decree may pose an immediate threat to the public health or welfare or the environment, Defendants shall notify EPA and ODEQ by telephone or by email in accordance with Section XIV (Notices) as soon as possible, but no later than 24 hours after Defendants first knew of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraph.

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

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

submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

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

43. The reporting requirements of this Consent Decree do not relieve Defendants of any reporting obligations required by RCRA or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

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

VIII. STIPULATED PENALTIES

45. Defendants shall be liable for stipulated penalties to the United States and ODEQ 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.

46. Late Payment of Civil Penalty. If Defendants fail to pay the civil penalty required to be paid under Section V (Civil Penalty) when due, Defendants shall pay a stipulated penalty of \$10,000 per Day for each Day that the payment is late.

47. Transfer of Ownership. If Defendants fail to: (a) provide a copy of this Consent Decree to any proposed transferee or to provide written notice to the United States at least 30 Days prior to any transfer of any portion of the Facility; or (b) timely provide to the United States an executed copy of the written agreement with the transferee as required by Paragraph 4, Defendants shall pay a stipulated penalty of \$10,000 per occurrence.

48. Compliance Requirements. The following violations shall accrue stipulated penalties in accordance with the chart below:

Penalty per Day per Violation	
\$1,500	1 st through 14 th Day of violation
\$3,000	15 th through 30 th Day of violation
\$6,000	31 st Day of violation and beyond

- a. Failure to comply with the requirements in Paragraph 18.
- b. Failure to comply with the requirements in Paragraph 19.
- c. Failure to comply with the requirements in Paragraph 20.
- d. Failure to comply with the requirements in Paragraph 21.
- e. Failure to comply with the requirements in Paragraph 22.
- f. Failure to comply with each of the requirements in Paragraph 24.
- g. Failure to comply with each of the requirements in Paragraph 26.
- h. Failure to comply with the requirements in Paragraph 27.
- i. Failure to comply with each of the requirements in Paragraph 30.

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

Penalty per Day per Violation	
\$2,500	1 st through 14 th Day of violation
\$5,000	15 th through 30 th Day of violation
\$10,000	31 st Day of violation and beyond

- a. Failure to comply with the requirements in Paragraph 15.
- b. Failure to comply with the requirements in Paragraph 16.
- c. Failure to comply with the requirements in Paragraph 17.
- d. Failure to comply with each of the requirements in Paragraph 23.
- e. Failure to comply with each of the requirements in Paragraph 25.
- f. Failure to comply with the requirements in Paragraph 28.
- g. Failure to comply with each of the requirements in Paragraph 29.
- h. Failure to comply with the requirements in Paragraph 31.
- i. Failure to comply with the requirements in Paragraphs 34 and 35.

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

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

\$3,000	31 st Day of violation and beyond
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51. For any violation of this Consent Decree not covered elsewhere in this Section, Defendants shall pay \$1,000 per Day, per violation.

52. 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.

53. Defendants shall pay any stipulated penalties that accrue pursuant to this Section to the United States and ODEQ, as applicable, within 30 Days of receiving a written demand by either Plaintiff.

54. The United State or ODEQ, or both, may seek stipulated penalties under this Section by sending a joint written demand to Defendants, or by either Plaintiff sending a written demand to Defendants, 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, Defendants shall pay 50 percent to the United States and 50 percent to ODEQ. 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, Defendants shall pay the full stipulated penalties due for the violation to the Plaintiff making the demand less any amount paid to the other Plaintiff.

55. Stipulated penalties shall continue to accrue as provided in Paragraph 52, during any Dispute Resolution, but need not be paid until the following:

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

b. If the dispute is appealed to the Court and the United States or ODEQ prevails in whole or in part, Defendants shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 Days of receiving the Court's decision or order, except as provided in subparagraph c, below.

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

56. Defendants shall pay stipulated penalties owing to the United States in the manner set forth in Paragraph 10 and with the confirmation notices required by Paragraph 11, except that the transmittal letter shall state that the payment is for stipulated penalties

and shall state for which violation(s) the penalties are being paid. Defendants shall pay stipulated penalties owing to ODEQ as directed by ODEQ.

57. If Defendants fail to pay stipulated penalties according to the terms of this Consent Decree, Defendants shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States or ODEQ from seeking any remedy otherwise provided by law for Defendants' failure to pay any stipulated penalties.

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

59. Non-Exclusivity of Remedy. Stipulated penalties are not the United States' or ODEQ'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 ODEQ expressly reserve the right to seek any other relief they deem appropriate for Defendants' violation of this Consent Decree or applicable law, including but not limited to an action against Defendants for statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt. However, the amount of any statutory penalty assessed for a violation of this Consent Decree shall be reduced by an amount equal to the amount of any stipulated penalty assessed and paid pursuant to this Consent Decree.

IX. FORCE MAJEURE

60. “Force majeure,” for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendants, of any entity controlled by Defendants, or of Defendants’ contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Defendants’ best efforts to fulfill the obligation. The requirement that Defendants 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 Defendants’ financial inability to perform any obligation under this Consent Decree.

61. 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, Defendants shall provide notice by telephone or by email in accordance with Section XIV (Notices), within 72 hours of when Defendants first knew that the event might cause a delay. Within seven Days thereafter, Defendants shall provide in writing to EPA and ODEQ 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; Defendants’ 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 Defendants, such event may cause or contribute to an endangerment to public

health, welfare or the environment. Defendants 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 Defendants 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. Defendants shall be deemed to know of any circumstance of which Defendants, any entity controlled by Defendants, or Defendants' contractors knew or should have known.

62. If EPA, after a reasonable opportunity for review and comment by ODEQ, 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 ODEQ, 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, of itself, extend the time for performance of any other obligation. EPA will notify Defendants in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

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

64. If Defendants elect 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. In any such proceeding, Defendants 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 Defendants complied with the requirements of Paragraphs 60 and 61. If Defendants carry this burden, the delay at issue shall be deemed not to be a violation by Defendants of the affected obligation of this Consent Decree identified to EPA, ODEQ, and the Court.

X. DISPUTE RESOLUTION

65. 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. Defendants' failure to seek resolution of a dispute under this Section shall preclude Defendants from raising any such issue as a defense to an action by the United States to enforce any obligation of Defendants arising under this Consent Decree.

66. 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 Defendants send DOJ, EPA, and ODEQ 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 ODEQ shall be considered binding unless, within 15 Days after the conclusion of the

informal negotiation period, Defendants invoke formal dispute resolution procedures as set forth below.

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

68. The United States and ODEQ will send Defendants their Statement of Position within 45 Days of receipt of Defendants' Statement of Position. 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 and ODEQ. Plaintiffs' Statement of Position is binding on Defendants, unless Defendants file a motion for judicial review of the dispute in accordance with the following Paragraph.

69. Judicial Dispute Resolution. Defendants may seek judicial review of the dispute by filing with the Court and serving on the United States and ODEQ a motion requesting judicial resolution of the dispute. The motion (a) must be filed within ten Days of receipt of the Plaintiffs' Statement of Position pursuant to the preceding Paragraph; (b) may not raise any issue not raised in informal dispute resolution pursuant to Paragraph 54, unless the Plaintiffs raise a new issue of law or fact in the Statement of Position; (c) shall contain a written statement of Defendants' position on the matter in dispute,

including any supporting factual data, analysis, opinion, or documentation, and (d) shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

70. The United States and ODEQ shall respond to Defendants' motion within the time period allowed by the Local Rules of this Court. Defendants may file a reply memorandum, to the extent permitted by the Local Rules.

71. Standard of Review

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 67 pertaining to the adequacy or appropriateness of plans, procedures to implement plans, schedules or any other items requiring approval by EPA and ODEQ under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, Defendants shall have the burden of demonstrating, based on the administrative record, that the position of the United States and ODEQ is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 67, Defendants shall bear the burden of demonstrating that their position complies with this Consent Decree and better furthers the Objectives of the Consent Decree.

72. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendants 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 55. If Defendants do 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

73. The United States, ODEQ 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 ODEQ in accordance with the terms of this Consent Decree;
- c. obtain samples and, upon request, splits of any samples taken by Defendants or its representatives, contractors, or consultants;
- d. obtain documentary evidence, including photographs and similar data; and
- e. assess Defendants' compliance with this Consent Decree.

74. Upon request, Defendants shall provide EPA and ODEQ or their authorized representatives splits of any samples taken by Defendants. Upon request, EPA and ODEQ shall provide Defendants splits of any samples taken by EPA or ODEQ.

75. Until five years after the termination of this Consent Decree, Defendants 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 Defendants' performance of their 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 ODEQ, Defendants shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

76. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendants shall notify the United States and ODEQ 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 ODEQ, Defendants shall deliver any such documents, records, or other information to EPA or ODEQ. Defendants 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 Defendants 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 Defendants. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

77. Defendants 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 Defendants seek to protect as CBI, Defendants shall follow the procedures set forth in 40 C.F.R. Part 2.

78. 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 ODEQ pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendants to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

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

80. The United States and ODEQ 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 ODEQ to obtain penalties or injunctive relief under RCRA or its implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as expressly specified in Paragraph 79. The United States and ODEQ 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, Defendants' Facility or operations, whether related to the violations addressed in this Consent Decree or otherwise.

81. In any subsequent administrative or judicial proceeding initiated by the United States or ODEQ for injunctive relief, civil penalties, other appropriate relief relating to the Facility or Defendants' violations, Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or ODEQ 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 79.

82. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Defendants are responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits; and Defendants' 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 ODEQ do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that Defendants' compliance

with any aspect of this Consent Decree will result in compliance with provisions of RCRA, 42 U.S.C. §§ 6901, *et seq.*, or with any other provisions of federal, state, or local laws, regulations, or permits.

83. This Consent Decree does not limit or affect the rights of Defendants or of the United States or ODEQ 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 Defendants, except as otherwise provided by law.

84. 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.

85. Notwithstanding any other provision of this Consent Decree, if the financial information provided by Defendants, or the financial certification contained in the next Paragraph of this Consent Decree made by Defendants in signing this Consent Decree, is subsequently determined by the United States or ODEQ to be, in any material respect, false or inaccurate, Defendants shall forfeit all payments made pursuant to this Consent Decree, and the resolution of liability provided by Paragraph 79 shall be null and void as to that Defendant or Defendants. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose Plaintiffs' right to pursue any other causes of action arising from Defendants' materially false or inaccurate information.

86. Defendants hereby certify that, to the best of their knowledge and belief, after thorough inquiry, they have: submitted to Plaintiffs financial information that fairly, accurately, and materially sets forth their financial circumstances, and that those

circumstances have not materially changed between the time the financial information was submitted to Plaintiffs and the time Defendants execute this Consent Decree.

XIII. COSTS

87. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States and ODEQ 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 Defendants.

XIV. NOTICES

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

As to the United States:

As to DOJ by email (preferred): eescdcopy.enrd@usdoj.gov
Re: DJ # 90-7-1-12085

As to DOJ by mail: EES Case Management Unit
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-7-1-12085

As to EPA by email: R6RCRACD@epa.gov
Re: January Environmental Services CD

As to ODEQ: Oklahoma Department of Environmental Quality
c/o Mike Edwards
mike.edwards@deq.ok.gov
707 N. Robinson
P.O. Box 1677
Oklahoma City, OK 73101-1677

As to all Defendants:

Cris January
cris@januaryservices.com
January Environmental Services
2701 S. I-35 Service Road
Oklahoma City, OK 73129

Robert R. Redwine, counsel for Defendants
rob@bethanylawn.com

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

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

XV. EFFECTIVE DATE

91. 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

92. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Consent Decree or entering orders modifying this Consent Decree, pursuant to Sections X (Dispute Resolution) and XVII (Modification), or effectuating or enforcing compliance with the terms of this Consent Decree.

XVII. MODIFICATION

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

94. Any disputes concerning modification of this Consent Decree shall be resolved pursuant to Section X (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 71, 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

95. After Defendants have completed the requirements of Section VI (Compliance Requirements), have thereafter maintained continuous satisfactory compliance with this Consent Decree for a period of three years, and have paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree, Defendants may serve upon the United States and ODEQ a Request for Termination, stating that Defendants have satisfied those requirements, together with all necessary supporting documentation.

96. Following receipt by the United States and ODEQ of Defendant's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendants have satisfactorily complied with the requirements for termination of this Consent Decree. If the United States after consultation with ODEQ agrees that the Consent Decree may be terminated,

the Parties shall submit, for the Court's approval, a joint stipulation terminating the Consent Decree. Section XI (Information Collection and Retention) of this Consent Decree shall survive termination.

97. If the United States after consultation with ODEQ does not agree that the Consent Decree may be terminated, Defendants may invoke Dispute Resolution under Section X (Dispute Resolution). However, Defendants shall not seek Dispute Resolution of any dispute regarding termination until 90 Days after service of their Request for Termination.

XIX. PUBLIC PARTICIPATION

98. 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 indicating that the Consent Decree is inappropriate, improper, or inadequate. Defendants 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 Consent Decree, unless the United States has notified Defendants in writing that it no longer supports entry of the Consent Decree.

XX. SIGNATORIES/SERVICE

99. Each undersigned representative of Defendants, ODEQ, and the Deputy Section Chief of the Environmental Enforcement Section of the Environment and Natural Resources Division of the Department of Justice identified on the DOJ signature page below, 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.

100. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendants agree 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.

XXI. INTEGRATION

101. This Consent Decree, including deliverables that are subsequently approved pursuant to this Consent Decree, constitutes the entire agreement among the Parties regarding the subject matter of the Consent Decree and supersedes all prior representations, agreements and understandings, whether oral or written, concerning the subject matter of the subject matter of the Consent Decree herein.

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

102. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2), performance of Section II (Applicability), Paragraph 5; Section VI (Compliance Requirements), Paragraphs 14 – 38; Section VII (Reporting Requirements) Paragraph 39; and Section XI (Information Collection and Retention) Paragraphs 73 – 76 is restitution, remediation, or required to come into compliance with law.

XXIII. HEADINGS

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

XXIV. FINAL JUDGMENT

104. 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, ODEQ, and Defendants.

Dated and entered this __ day of _____, 2022

UNITED STATES DISTRICT JUDGE

FOR THE UNITED STATES OF AMERICA:

TODD KIM
Assistant Attorney General
Environment and Natural Resources Division

July 27, 2022
Date

s/ Karen Dworkin
KAREN DWORKIN
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

s/ Jason T. Barbeau
JASON T. BARBEAU
Senior Trial Attorney (D.C. Bar No. 468200)
ASIA A. MCNEIL-WOMACK
Trial Attorney (Ga. Bar 821002)
United States Department of Justice
Environment and Natural Resources Division
Environmental Enforcement Section

ROBERT J. TROESTER
United States Attorney
Western District of Oklahoma

RONALD R. GALLEGOS
Assistant U.S. Attorney
AZ Bar Number: 013227
U.S. Attorney's Office
Western District of Oklahoma

FOR THE U.S. ENVIRONMENTAL PROTECTION
AGENCY:

**JAMES
MCGUIRE**

Digitally signed by
JAMES MCGUIRE
Date: 2022.07.26
10:32:06 -05'00'

Date

JAMES MCGUIRE
Regional Counsel
U.S. Environmental Protection Agency, Region 6
1201 Elm St.
Dallas, TX 75270

Cheryl T. Seager

Digitally signed by
CHERYL SEAGER
Date: 2022.07.26
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CHERYL T. SEAGER
Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 6

**ANGELA HODGES
GOTT**

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HODGES GOTT
Date: 2022.07.26 09:25:01 -05'00'

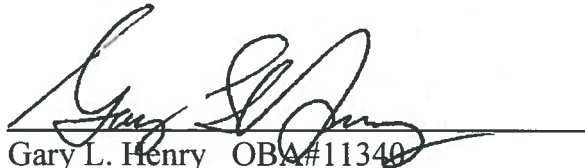
ANGELA HODGES GOTT
Assistant Regional Counsel
U.S. Environmental Protection Agency, Region 6
Office of Regional Counsel

FOR THE OKLAHOMA DEPARTMENT OF
ENVIRONMENTAL QUALITY:

July 26, 2022
Date



Scott Thompson, Executive Director
Oklahoma Department of Environmental
Quality



Gary L. Henry OBA#11340
Litigation Coordinator
Oklahoma Department of Environmental Quality
707 N. Robinson
P.O. Box 1677
Oklahoma City, OK 73101-1677

The United States of America, and Oklahoma Department of Environmental Quality

vs.

January Environmental Services, Inc., January Transport, Inc., and Cris January

In the United States District Court For the Western District of Oklahoma

Case Number
CIV-20-1205-HE

FOR DEFENDANT JANUARY ENVIRONMENTAL SERVICES, INC.:

7-22-22
Date




Cris January
President,

Robert R. Redwine
The Bethany Law Center LLP
6666 NW 39th Expressway
Bethany, OK 73008
Counsel for Defendants

FOR DEFENDANT JANUARY TRANSPORT, INC.:

7-22-22

Date

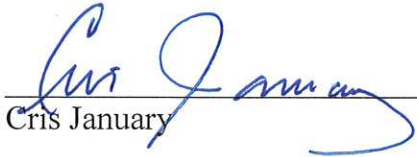


Cris January
President,

Robert R. Redwine
The Bethany Law Center LLP
6666 NW 39th Expressway
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Counsel for Defendants

FOR DEFENDANT CRIS JANUARY:

7-22-22
Date


Cris January

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