

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

-----	X	
UNITED STATES OF AMERICA	:	
	:	
Plaintiff,	:	
	:	Civil Action No. _____
v.	:	
	:	
MPG INDUSTRIES, INC., MILLRIDGE	:	
INDUSTRIES, LLC, AND MILLRIDGE IV, LLC,	:	
	:	
	:	
Defendants.	:	
-----	X	

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I. BACKGROUND

A. The United States of America (“United States”), on behalf of the Administrator of the U.S. Environmental Protection Agency (EPA), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, seeking reimbursement of response costs incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Joliet Chemical Fire Site in Joliet, Illinois (“the Site”).

B. Settling Defendants do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

C. The United States, Settling Defendants, and Additional Covered Parties agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter without further litigation and without the admission or adjudication of any issue of fact or law is appropriate and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. The Court also has jurisdiction over the Additional Covered Parties pursuant to 42 U.S.C. § 9613(b), 28 U.S.C. § 3304, 28 U.S.C. § 1651, and Fed R. Civ. P. 19(a) and 65(d)(2). Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendants and the Additional Covered Parties waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Defendants and Additional Covered Parties shall not challenge entry or the terms of this Consent Decree or this Court’s jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States, and upon the Settling Defendants, the Additional Covered Parties, and their heirs, successors, and assigns. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendants and Additional Covered Parties under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided in this Consent Decree, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations.

Whenever terms listed below are used in this Consent Decree or its appendices, the following definitions shall apply:

- a. “Additional Covered Parties” means Joseph F. Miller and Phyllis J. Etheridge in their personal capacities.
- b. “CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-9675.
- c. “Consent Decree” means this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.
- d. “Day” or “day” means a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.
- e. “DOJ” means the U.S. Department of Justice and its successor departments, agencies, or instrumentalities.
- f. “Effective Date” means the date upon which the approval of this Consent Decree is recorded on the Court’s docket.
- g. “EPA” means the U.S. Environmental Protection Agency.
- h. “EPA Hazardous Substance Superfund” means the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.
- i. “EPA Site Debt” means the claim for a debt and/or debt arising from Settling Defendants’ alleged CERCLA liability to the United States for Past Response Costs relating to the Site.
- j. “FDCPA” means the Federal Debt Collection Procedures Act, 28 U.S.C. §§ 3001-3308.
- k. “Interest” means interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.
- l. “National Contingency Plan” or “NCP” means the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.
- m. “Paragraph” means a portion of this Consent Decree identified by an Arabic numeral or an upper- or lower-case letter.

n. “Parties” means the United States, the Settling Defendants, and the Additional Covered Parties. “Party” means any one of the Parties.

o. “Past Response Costs” means all costs, including but not limited to direct and indirect costs, that EPA has paid at or in connection with the Site through May 29, 2024, plus accrued Interest on all such costs through such date.

p. “Plaintiff” means the United States.

q. “RCRA” means the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

r. “Section” means a portion of this Consent Decree identified by a Roman numeral.

s. “Settling Defendants” means MPG Industries, Inc.; Millridge Industries, LLC; and Millridge IV, LLC.

t. “Site” means the Joliet Chemical Fire Superfund Site, encompassing approximately 1 acre at or near 20604 and 20610 South Amherst Court in Joliet, Illinois. The Site is bordered by Interstate 80 to the north and other commercial properties to the east, south, and west. The Site also includes neighboring properties that were affected by the release of hazardous substances, including two acres of a farm field north of Interstate 80. The Site is generally shown on the map included in Appendix A.

u. “State” means the State of Illinois.

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

V. PAYMENT OF RESPONSE COSTS

4. **Payment by Settling Defendants and Additional Covered Parties for Past Response Costs.** Within 15 days after Settling Defendants and Additional Covered Parties receive notice from the United States that this Consent Decree has been lodged, Settling Defendants and Additional Covered Parties shall deposit a total of \$702,073.54 into an interest-bearing escrow account in a duly chartered bank or trust company that is insured by the Federal Deposit Insurance Corporation (the “Escrow Account”). If the Consent Decree is not entered by the Court, and the time for any appeal of that decision has run, or if the Court’s denial of entry is upheld on appeal, the monies placed in escrow, together with accrued interest thereon, shall be returned to Settling Defendants and Additional Covered Parties. If the Consent Decree is entered by the Court, Settling Defendants and Additional Covered Parties shall, within 15 days after the Effective Date, cause the monies in the Escrow Account, together with accrued interest thereon, to be paid to EPA in accordance with Paragraphs 5 and 7.

5. Settling Defendants and Additional Covered Parties shall make payment by Fedwire Electronic Funds Transfer (EFT) in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit (FLU) of the U.S. Attorney’s Office for the Northern District of Illinois after the Effective Date. The payment instructions provided

by the FLU will include a Consolidated Debt Collection System (CDCS) number, Site/Spill ID Number C5PZ, and DJ Number 90-11-3-12915, which shall be used to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

Joseph Miller, 21249 Woodland Way, Shorewood, IL 60404
(815)955-9103

on behalf of Settling Defendants and Additional Covered Parties. Settling Defendants and Additional Covered Parties 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 XIII (Notices and Submissions).

6. **Deposit of Payment.** The total amount to be paid pursuant to Paragraph 4 shall be deposited by EPA in the EPA Hazardous Substance Superfund.

7. **Notice of Payment.** At the time of payment, Settling Defendants and Additional Covered Parties shall send to EPA and DOJ, in accordance with Section XIII (Notices and Submissions), a notice of this payment including references to the CDCS Number, Site/Spill ID Number C5PZ, and DJ Number 90-11-3-12915.

VI. FAILURE TO COMPLY WITH CONSENT DECREE

8. **Interest on Late Payments.** If Settling Defendants and the Additional Covered Parties fail to make payment under Paragraph 4 (Payment by Settling Defendants and Additional Covered Parties for Past Response Costs) by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

9. Stipulated Penalty

a. If Settling Defendants and the Additional Covered Parties do not comply with the payment requirement in Paragraph 4, Settling Defendants and the Additional Covered Parties shall be in violation of this Consent Decree and shall pay EPA a stipulated penalty of 0.10% of the unpaid amount per Day for each Day that the payment is late.

b. Stipulated penalties are due and payable within 30 days after the date of the demand for payment of the penalties by EPA. Settling Defendants and Additional Covered Parties shall make all payments at <https://www.pay.gov> using the “EPA Miscellaneous Payments Cincinnati Finance Center” link, and including references to the Site/Spill ID and DJ numbers listed in Paragraph 5 and send notice of this payment in accordance with Paragraph 7 (Notice of Payment). Settling Defendants and Additional Covered Parties shall indicate in the comment field on the <https://www.pay.gov> payment form that the payment is for stipulated penalties.

c. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Defendants and Additional Covered Parties of the violation or made a demand for payment but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through

the date of payment. Nothing in this Consent Decree shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

10. If the United States brings an action to enforce this Consent Decree, Settling Defendants and Additional Covered Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

11. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendants' and Additional Covered Parties' failure to comply with the requirements of this Consent Decree.

12. The obligations of Settling Defendants and Additional Covered Parties to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the insolvency of any Settling Defendant or Additional Covered Party or the failure by any Settling Defendant or Additional Covered Party to make the payments required under this Consent Decree, the remaining Settling Defendants and Additional Covered Parties shall be responsible for such payments.

13. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendants or Additional Covered Parties from payment as required by Section V (Payment of Response Costs) or from performance of any other requirements of this Consent Decree.

VII. COVENANTS BY PLAINTIFF AND RESOLUTION OF CLAIMS

14. Covenants by Plaintiff and Resolution of FDCPA Claims.

a. **Covenants by Plaintiff.** Except as specifically provided in Section VIII (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendants or Additional Covered Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs.

b. **Resolution of FDCPA Claims.** This Consent Decree also resolves any potential FDCPA claims for the EPA Site Debt related to the financial transactions described in Paragraphs 90-96 of the United States' complaint against the Settling Defendants.

15. The covenants and resolution of claims in Paragraph 14 shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Defendants and Additional Covered Parties of their obligations under this Consent Decree. These covenants extend only to Settling Defendants and Additional Covered Parties and do not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY UNITED STATES

16. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants and Additional Covered Parties with respect to all

matters not expressly included within Paragraph 14 (Covenants by Plaintiff and Resolution of FDCPA Claims). Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants and Additional Covered Parties with respect to:

- a. liability for failure of Settling Defendants and Additional Covered Parties to meet a requirement of this Consent Decree;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

IX. COVENANTS BY SETTLING DEFENDANTS AND ADDITIONAL COVERED PARTIES

17. Covenants by Settling Defendants and Additional Covered Parties. Settling Defendants and Additional Covered Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs and this Consent Decree, including but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim arising out of the response actions at the Site for which the Past Response Costs were incurred, including any claim under the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or
- c. any claim pursuant to Section 107 or 113 of CERCLA, 42 U.S.C. § 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law for Past Response Costs.

18. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

19. Waiver of Claims by Settling Defendants and Additional Covered Parties

a. Settling Defendants and Additional Covered Parties agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have:

(1) **De Micromis Waiver.** For all matters relating to the Site against any person where the person's liability to Settling Defendants with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials;

(2) **De Minimis/Ability to Pay Waiver.** For response costs relating to the Site against any person that has entered, or in the future enters, into a final CERCLA § 122(g) *de minimis* settlement, or a final settlement based on limited ability to pay, with EPA with respect to the Site.

b. Exceptions to Waivers

(1) The waivers under this Paragraph 19 shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant or Additional Covered Party may have against any person otherwise covered by such waivers if such person asserts a claim or cause of action relating to the Site against such Settling Defendant or Additional Covered Party.

X. EFFECT OF SETTLEMENT/CONTRIBUTION

20. Except as provided in Paragraph 19 (Waiver of Claims by Settling Defendants and Additional Covered Parties), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Section IX (Covenants by Settling Defendants and Additional Covered Parties), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Consent Decree diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

21. The Parties agree, and by entering this Consent Decree this Court finds, that this Consent Decree constitutes a judicially-approved settlement pursuant to which each Settling Defendant and Additional Covered Party has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be

otherwise provided by law, for the “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are Past Response Costs.

22. The Parties further agree, and by entering this Consent Decree this Court finds, that the complaint filed by the United States in this action is a civil action within the meaning of Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this Consent Decree constitutes a judicially-approved settlement pursuant to which each Settling Defendant and Additional Covered Party has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

23. Each Settling Defendant and Additional Covered Party shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant and Additional Covered Party also shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify EPA and DOJ in writing within 10 days after service of the complaint or claim upon it. In addition, each Settling Defendant and Additional Covered Party shall notify EPA and DOJ within 10 days after service or receipt of any Motion for Summary Judgment, and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

24. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants and Additional Covered Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by Plaintiff set forth in Section VII.

XI. ACCESS TO INFORMATION

25. Settling Defendants shall provide to EPA, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as “Records”) within their possession or control or that of their contractors or agents relating to activities at the Site, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Site.

26. Privileged and Protected Claims

a. Settling Defendants may assert that all or part of a Record is privileged or protected as provided under federal law, provided they comply with Paragraph 26.b, and except as provided in Paragraph 26.c.

b. If Settling Defendants assert a claim of privilege or protection, they shall provide Plaintiff with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, each

addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Settling Defendants shall provide the Record to Plaintiff in redacted form to mask the privileged or protected information only. Settling Defendants shall retain all Records that they claim to be privileged or protected until the United States has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in the Settling Defendants' favor.

c. Settling Defendants may make no claim of privilege or protection regarding:

(1) any data regarding the Site, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or

(2) the portion of any Record that Settling Defendants are required to create or generate pursuant to this Consent Decree.

27. **Business Confidential Claims.** Settling Defendants may assert that all or part of a Record submitted to Plaintiff under this Section or Section XII (Retention of Records) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Settling Defendants shall segregate and clearly identify all Records or parts thereof submitted under this Consent Decree for which Settling Defendants assert a business confidentiality claim. Records that Settling Defendants claim to be confidential business information will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Settling Defendants that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such Records without further notice to Settling Defendants.

28. Notwithstanding any provision of this Consent Decree, the United States retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XII. RETENTION OF RECORDS

29. Until 10 years after the Effective Date, each Settling Defendant shall preserve and retain all non-identical copies of Records now in their possession or control or that come into their possession or control, that relate in any manner to their liability under CERCLA with respect to the Site, provided, however, that Settling Defendants who are potentially liable as owners or operators of the Site must retain, in addition, all Records that relate to the liability of any other person under CERCLA with respect to the Site. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

30. At the conclusion of the record retention period, Settling Defendants shall notify EPA and DOJ at least 90 days prior to the destruction of any such Records, and, upon request by EPA or DOJ, and except as provided in Paragraph 26 (Privileged and Protected Claims), Settling Defendants shall deliver any such Records to EPA.

31. Each Settling Defendant certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the United States or the State and that it has fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

XIII. NOTICES AND SUBMISSIONS

32. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Except as otherwise provided, notice to a Party by email in accordance with this Section satisfies any notice requirement of the Consent Decree regarding such Party.

As to DOJ: eescdcopy.enrd@usdoj.gov
Re: DJ# 90-3-11-12915

As to EPA: Sophie Grueterich
Grueterich.sophie@epa.gov

As to Settling Defendants: c/o Edward Jarot
ejarot@castlaw.com

As to Additional Covered Parties: c/o Edward Jarot
ejarot@castlaw.com

XIV. RETENTION OF JURISDICTION

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

XV. INTEGRATION/APPENDICES

34. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree: "Appendix A" is the map of the Site.

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

35. This Consent Decree shall be lodged with the Court for a period of at least 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 that indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants and Additional Covered Parties consent to the entry of this Consent Decree without further notice.

36. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVII. SIGNATORIES/SERVICE

37. Each undersigned representative of a Settling Defendant, Additional Covered Party, and the Assistant Attorney General, U.S. Department of Justice, Environment and Natural Resources Division, certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

38. Each Settling Defendant and Additional Covered Party agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants and Additional Covered Parties in writing that it no longer supports entry of the Consent Decree.

39. Each Settling Defendant and Additional Covered Party shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants and Additional Covered Parties hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that Settling Defendants need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XVIII. FINAL JUDGMENT

40. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States, the Settling Defendants, and the Additional Covered Parties. The Court enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS ____ DAY OF _____, 20__.

United States District Judge

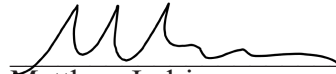
Signature Page for Consent Decree Regarding Joliet Chemical Fire Superfund Site

**FOR THE UNITED STATES OF
AMERICA:**

September 4, 2025

Dated

Adam R.F. Gustafson
Acting Assistant Attorney General
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Enforcement Section
P.O. Box 7611
Washington, D.C. 20530/20044-7611



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

Signature Page for Consent Decree Regarding Joliet Chemical Fire Superfund Site


FOR THE U.S. ENVIRONMENTAL
PROTECTION AGENCY, REGION 5:



Digitally signed by TIMOTHY
FISCHER
Date: 2025.07.15 16:30:58 -05'00'

Director
Superfund & Emergency Management
Division
U.S. Environmental Protection Agency,
Region 5

**SOPHIE
GRUETERICH**



Digitally signed by SOPHIE
GRUETERICH
Date: 2025.07.16 09:42:45 -05'00'

Sophie Grueterich
Associate Regional Counsel
U.S. Environmental Protection Agency
Region 5

Signature Page for Consent Decree Regarding Joliet Chemical Fire Superfund Site

FOR SETTLING DEFENDANT MPG
INDUSTRIES, INC.

5/15/25
Dated

Joseph F Miller
JOSEPH F MILLER

Name (print):

Title: PRESIDENT

Address: PO Box 790
MINOOKA ILL 60447

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

Name:

EB JAROT

Title:

ATTORNEY

Address:

2 N 129TH INFANTRY DR JOLIET IL

Phone:

815 744 6550

email:

EJAROT@CASTLELAW.COM

60435

Signature Page for Consent Decree Regarding Joliet Chemical Fire Superfund Site

**FOR SETTLING DEFENDANT MILLRIDGE
INDUSTRIES, LLC**

5/15/25
Dated

Joseph F. Miller
JOSEPH F. MILLER

Name (print):

Title: AGENT

Address: PO Box 790
MINOOKA IL 60447

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

Name:

ED JAROT

Title:

ATTORNEY

Address:

2 N 129th INFANTRY DR JOLIET IL

Phone:

815-744-6530

email:


EJAROT@CASTLELAW.COM

60435

Signature Page for Consent Decree Regarding Joliet Chemical Fire Superfund Site

FOR SETTLING DEFENDANT MILLRIDGE
IV, LLC

5/5/25
Dated


PHYLLIS J. ETHERIDGE
Name (print):


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

Name: ED JAROT
Title: ATTORNEY
Address: 2 N 129th INFANTRY DR JOLIET IL
Phone: 815 744 6550
email: EJAROT@CASTLELAW.COM

Signature Page for Consent Decree Regarding Joliet Chemical Fire Superfund Site

**FOR ADDITIONAL COVERED PARTY
PHYLLIS J. ETHERIDGE**

5/15/25
Dated


PHYLLIS J. ETHERIDGE
Name (print):

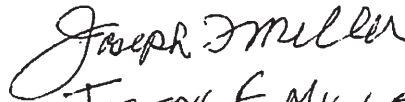
Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: EO JARROT
Title: ATTORNEY
Address: 2 N 129TH INFANTRY DR JOLIET IL
Phone: 815 744 6550 6043
email: JARROT@CASTLELAW.COM

Signature Page for Consent Decree Regarding Joliet Chemical Fire Superfund Site

FOR ADDITIONAL COVERED PARTY
JOSEPH F. MILLER

5/15/25
Dated


JOSEPH F. MILLER

Name (print):

Title: ~~ASSISTANT~~

Address: MFE INDUSTRIES

PO BOX 790

MINOOKA IL 60447

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

Name:

ED JAROT

Title:

ATTORNEY

Address:

2 N 129TH INFANTRY DR JOLIET, IL 60435

Phone:

815 744 6550

email:

EJAROT@CASTLECAW.COM

Appendix A

SITE LOCATION
Joliet Chemical Fire Site
New Lenox Township, IL
September 2019

