

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI  
ST. JOSEPH DIVISION**

\_\_\_\_\_  
UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
TRAGER LIMESTONE LLC, )  
 )  
Defendant. )  
\_\_\_\_\_ )

Case No. 20-6060-CV-FJG

**CONSENT DECREE**

WHEREAS, the Plaintiff, the United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), filed the Complaint herein against Defendant Trager Limestone LLC, alleging that Defendant violated Sections 301(a) and 311 of the Clean Water Act (“CWA”), 33 U.S.C. §§ 1311(a) and 1321;

WHEREAS, the Complaint alleges that Defendant violated CWA Section 301(a) by discharging dredged or fill material and/or controlling and directing the discharge of dredged or fill material into waters of the United States at Nettleton Quarry in Gomer Township, Caldwell County, Missouri (the “Site”) and more fully described in the Complaint, without authorization by the United States Army Corps of Engineers (the “Corps”);

WHEREAS, the Complaint alleges that Defendant did not prepare and implement a Spill Prevention Control and Countermeasure (“SPCC”) Plan for its operations at the Site in accordance with the Oil Pollution Prevention regulations set forth at 40 C.F.R. Part 112, promulgated under the authority of Section 311(j) of the CWA, 33 U.S.C. § 1321(j);

WHEREAS, the Complaint seeks (1) to enjoin the discharge of pollutants into waters of the United States without a permit in violation of CWA Section 301(a), 33 U.S.C. § 1311(a); (2) to require Defendant, at its own expense and with oversight from EPA, to restore and/or mitigate the damages caused by its unlawful activities; and (3) to require Defendant to pay civil penalties as provided in CWA Sections 309(d) and 311(b)(7)(C), 33 U.S.C. §§ 1319(d) and 1321(b)(7)(C);

WHEREAS, subsequent to filing the Complaint, Defendant developed and implemented a SPCC Plan for the Site in accordance with the Oil Pollution Prevention regulations at 40 C.F.R. Part 112;

WHEREAS, this Consent Decree is intended to constitute a complete and final settlement of the United States' claims under the CWA set forth in the Complaint regarding the Site;

WHEREAS, the United States and Defendant agree that settlement of this case is in the public interest and that entry of this Consent Decree is the most appropriate means of resolving the United States' claims under the CWA against Defendant in this case; and

WHEREAS, the Court finds that this Consent Decree is a reasonable and fair settlement of the United States' claims against Defendant in this case, and that this Consent Decree adequately protects the public interest in accordance with the CWA and all other applicable federal laws.

THEREFORE, before the taking of any testimony upon the pleadings, without further adjudication of any issue of fact or law, and upon consent of the parties hereto by their authorized representatives, it is hereby ORDERED, ADJUDGED and DECREED as follows:

## I. JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over the claims in the Complaint and personal jurisdiction over the Defendant pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Sections 309(b) and 311(b)(7) of the CWA, 33 U.S.C. §§ 1319(b) and 1321(b)(7).

2. Venue is proper in the Western District of Missouri pursuant to CWA Sections 309(b) and 311(b)(7)(E), 33 U.S.C. §§ 1319(b) and 1321(b)(7)(E), and 28 U.S.C. §§ 1391(b) and (c), because the Defendant conducts business in this District, the Defendant resides in this District, the subject property is located in this District, and the cause of the action and violations alleged herein arose in this District.

3. The Complaint states claims upon which relief can be granted pursuant to Sections 301, 309, 311 and 404 of the CWA, 33 U.S.C. §§ 1311, 1319, 1321 and 1344.

## II. APPLICABILITY

4. The obligations of this Consent Decree shall apply to and be binding upon Defendant, its officers, directors, agents, employees and servants, and its successors and assigns and any person, firm, association or corporation who is, or will be, acting in concert or participation with any of the Defendant whether or not such person has notice of this Consent Decree. In any action to enforce this Consent Decree against Defendant, the Defendant shall not raise as a defense the failure of any of its officers, directors, agents, employees, successors or assigns or any person, firm or corporation acting in concert or participation with the Defendant, to take any actions necessary to comply with the provisions hereof. Except as provided in this paragraph, the obligations of this Consent Decree do not apply to third parties.

5. The transfer of ownership or other interest in the Site (as defined herein) shall not alter or relieve Defendant of its obligation to comply with all of the terms of this Consent Decree, including the restoration work described in Appendix A. At least fifteen (15) days prior to Defendant's transfer of ownership or other interest in the Site, the Defendant shall provide written notice and a true copy of this Consent Decree to its successors in interest and shall simultaneously notify EPA and the United States Department of Justice at the addresses specified in Section X (Addresses) below that such notice has been given.

### III. SCOPE OF CONSENT DECREE

6. This Consent Decree shall constitute a complete and final settlement of all civil claims for injunctive relief and civil penalties alleged in the Complaint against the Defendant under CWA Section 301 and CWA Section 311(j) concerning the Site.

7. It is the express purpose of the parties in entering this Consent Decree to further the objectives set forth in CWA Section 101, 33 U.S.C. § 1251. All plans, studies, construction, remedial maintenance, monitoring programs, reporting and other obligations in this Consent Decree or resulting from the activities required by this Consent Decree shall have the objective of causing Defendant to achieve and maintain full compliance with, and to further the purposes of, the CWA.

8. Except as in accordance with this Consent Decree, Defendant and Defendant's agents, successors and assigns are enjoined from discharging any pollutant into waters of the United States, unless such discharge complies with the provisions of the CWA and its implementing regulations.

9. The parties acknowledge that Nationwide Permit 32 (61 Fed. Reg. 65,913), authorizes the discharge of dredged or fill material insofar as such discharge is necessary to complete the restoration work required to be performed pursuant to this Consent Decree. Any such discharge of dredged or fill material necessary for restoration work required by this Consent Decree shall be subject to the conditions of the Nationwide Permit and this Consent Decree.

10. This Consent Decree is not and shall not be interpreted to be a permit or modification of any existing permit issued pursuant to Sections 402 or 404 of the CWA, 33 U.S.C. §§ 1342 or 1344, or any other law. Nothing in this Consent Decree shall limit the ability of the United States Army Corps of Engineers to issue, modify, suspend, revoke or deny any individual permit or any nationwide or regional general permit, nor shall this Consent Decree limit the EPA's ability to exercise its authority pursuant to Section 404(c) of the CWA, 33 U.S.C. § 1344(c).

11. This Consent Decree in no way affects or relieves Defendant of its responsibility to comply with any applicable federal, state, or local laws, regulations or permits.

12. This Consent Decree in no way affects the rights of the United States as against any person not a party to this Consent Decree.

13. The United States reserves any and all legal and equitable remedies available to enforce the provisions of this Consent Decree and applicable law.

14. Except for Paragraphs 1, 2, and 3 of this Consent Decree, nothing in this Consent Decree shall constitute an admission of fact or law by any party.

#### IV. SPECIFIC PROVISIONS

##### CIVIL PENALTIES

15. Defendant shall pay a civil penalty to the United States in the amount of \$210,000.00, within 30 days after entry of this Consent Decree by the Court.

16. Defendant shall make the above-referenced payment by FedWire Electronic Funds Transfer (“EFT” or wire transfer) to the United States Department of Justice account in accordance with current electronic funds transfer procedures, referencing U.S.A.O. file number (2020V00194), EPA Region 7 and the DOJ case number (90-5-1-1-21606). Payment shall be made in accordance with instructions provided to the Defendant by the Financial Litigation Unit of the United States Attorney’s Office for the Western District of Missouri. Any payments received by the Department of Justice after 4:00 P.M. (Eastern Time) will be credited on the next business day.

17. Upon payment of the civil penalty required by this Consent Decree, Defendant shall provide written notice, at the addresses specified in Section X (Addresses) of this Consent Decree, that such payment was made in accordance with Paragraphs 15 and 16.

18. Penalty payments under this Consent Decree pursuant to this Section or Section IX (Stipulated Penalties) are penalties within the meaning of Section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1), and 26 C.F.R. § 1.162-21(a)(3)(i), and Defendant shall not deduct any penalties paid under this Consent Decree pursuant to this Section or Section IX (Stipulated Penalties) in calculating its federal income tax.

### INJUNCTIVE RELIEF RESTORATION WORK

19. Defendant shall perform the stream restoration work under the terms and conditions stated in Appendix A appended hereto and incorporated herein by reference. Defendant shall also comply with the terms and conditions of the restoration project described in Appendix A including monitoring and reporting requirements. Annual monitoring reports shall include photos of the site, a description of the status of the site and all significant developments during the preceding period, and any corrective actions, if any that have been or will be taken to correct any problems encountered. Annual monitoring reports shall be submitted by December 31<sup>st</sup> of each calendar year for the 5 years following completion of the restoration work.

20. Upon completion of the terms and conditions of Appendix A, Defendant shall not mow, cut, clear, cultivate, dredge, excavate, farm, fill, dewater, drain or otherwise disturb in any manner whatsoever any location to be restored or enhanced that is identified in Appendix A, except as approved by EPA.

### 26 U.S.C. § 162(f)(2)(A)(ii) IDENTIFICATION

21. 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. § 162-21(b)(2), performance of Paragraphs 19-20 are restitution, remediation, or required to come into compliance with the law.

### V. NOTICES AND OTHER SUBMISSIONS

22. Within 30 days after the deadline for completing any task set forth in Appendix A of this Consent Decree, Defendant shall provide the United States with written notice, at the

addresses specified in Section X (Addresses) of this Consent Decree, of whether or not that task has been completed.

23. If the required task has been completed, the notice shall specify the date when it was completed, and explain the reasons for any delay in completion beyond the scheduled time for such completion required by the Consent Decree.

24. In all notices, documents or reports submitted to the United States pursuant to this Consent Decree, the Defendant shall, by signature of a senior management official, certify such notices, documents and reports as follows:

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

#### VI. RETENTION OF RECORDS AND RIGHT OF ENTRY

25. Until 6 years after entry of this Consent Decree, Defendant shall preserve and retain all records and documents now in its possession or control or which come into its possession or control that relate in any manner to the performance of the tasks in Appendix A, regardless of any corporate retention policy to the contrary. Until 6 years after entry of this Consent Decree, Defendant shall also instruct its contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to the performance of the tasks in Appendix A.



26. At the conclusion of the document retention period, Defendant shall notify the United States at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States, Defendant shall deliver any such records or documents to EPA. The Defendant may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Defendant asserts such a privilege, it shall provide the United States with sufficient information necessary to establish the applicability of such privilege. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

27. A. Until termination of this Consent Decree, the United States and its authorized representatives and contractors shall have authority at all reasonable times to enter the Defendant's premises to:

- 1) Monitor the activities required by this Consent Decree;
- 2) Verify any data or information submitted to the United States;
- 3) Obtain samples;
- 4) Inspect and evaluate Defendant's restoration and/or mitigation activities; and
- 5) Inspect and review any records required to be kept under the terms and conditions of this Consent Decree and the CWA.

B. This provision of this Consent Decree is in addition to, and in no way limits or otherwise affects, the statutory authorities of the United States to conduct inspections, to require monitoring and to obtain information from the Defendant as authorized by law.

## VII. DISPUTE RESOLUTION

28. Any dispute that arises with respect to the meaning or requirements of this Consent Decree shall be, in the first instance, the subject of informal negotiations between the United States and Defendant affected by the dispute to attempt to resolve such dispute. The period for informal negotiations shall not extend beyond thirty (30) days beginning with written notice by one party to the other affected party or parties that a dispute exists, unless agreed to in writing by those parties. If a dispute between the United States and Defendant cannot be resolved by informal negotiations, then the position advanced by the United States shall be considered binding unless, within thirty (30) days after the end of the informal negotiations period, the Defendant files a motion with the Court seeking resolution of the dispute. The motion shall set forth the nature of the dispute and a proposal for its resolution. The United States shall have thirty (30) days to respond to the motion and propose an alternate resolution. In resolving any such dispute, the Defendant shall bear the burden of proving by clear and convincing evidence that the Defendant's position will achieve compliance with the terms and conditions of this Consent Decree and the CWA.

29. If the United States believes that a dispute is not a good faith dispute, or that a delay would pose or increase a threat of harm to the public or the environment, it may move the Court for a resolution of the dispute prior to the expiration of the thirty (30) day period for informal negotiations. The Defendant shall have thirty (30) days to respond to the motion and propose an alternate resolution. In resolving any such dispute, the Defendant shall bear the burden of proving by clear and convincing evidence that the Defendant's position will achieve compliance with the terms and conditions of this Consent Decree and the CWA.

30. The filing of a motion asking the Court to resolve a dispute shall not extend or postpone any obligation of Defendant under this Consent Decree, except as provided in Paragraph 38 below regarding payment of stipulated penalties.

#### VIII. FORCE MAJEURE

31. Defendant shall perform the actions required under this Consent Decree within the time limits set forth or approved herein, unless the performance is prevented or delayed solely by events which constitute a Force Majeure event. A Force Majeure event is defined as any event arising from causes beyond the control of Defendant, including its employees, agents, consultants and contractors, which could not be overcome by due diligence and which delays or prevents the performance of an action required by this Consent Decree within the specified time period. A Force Majeure event does not include, inter alia, increased costs of performance, changed economic circumstances, changed labor relations, normal precipitation or climate events, changed circumstances arising out of the sale, lease or other transfer or conveyance of title or ownership or possession of a site, or failure to obtain federal, state or local permits.

32. If Defendant believes that a Force Majeure event has affected Defendant's ability to perform any action required under this Consent Decree, Defendant shall notify the United States in writing within fourteen (14) calendar days after the event at the addresses listed in Section X (Addresses). Such notice shall include a discussion of the following:

- A. What action has been affected;
- B. The specific cause(s) of the delay;
- C. The length or estimated duration of the delay; and

- D. Any measures taken or planned by the Defendant to prevent or minimize the delay and a schedule for the implementation of such measures.

Defendant may also provide to the United States any additional information that it deems appropriate to support the conclusion that a Force Majeure event has affected its ability to perform an action required under this Consent Decree. Failure to provide timely and complete notification to the United States shall constitute a waiver of any claim of Force Majeure as to the event in question.

33. If the United States determines that the conditions constitute a Force Majeure event, then the deadline for the affected action shall be extended by the amount of time of the delay caused by the Force Majeure event. Defendant shall coordinate with EPA to determine when to begin or resume the operations that had been affected by any Force Majeure event.

34. If the parties are unable to agree whether the conditions constitute a Force Majeure event, or whether the length of time for fulfilling the provision of the Consent Decree at issue should be extended, any party may seek a resolution of the dispute under the procedures in Section VII of this Consent Decree.

35. Defendant shall bear the burden of proving (1) that the noncompliance at issue was caused by circumstances entirely beyond the control of Defendant and any entity controlled by Defendant, including its contractors and consultants; (2) that Defendant or any entity controlled by Defendant could not have foreseen and prevented such noncompliance; and (3) the number of days of noncompliance that were caused by such circumstances.

## IX. STIPULATED PENALTIES

36. After entry of this Consent Decree, if Defendant fails to timely fulfill any requirement of the Consent Decree (including Appendix A), the Defendant shall pay a stipulated penalty to the United States for each violation of each requirement of this Consent Decree as follows:

- |    |   |                    |
|----|---|--------------------|
| A. | For Day 1 up to and including<br>Day 30 of non-compliance | \$500.00 per day   |
| B. | For Day 31 up to and including<br>60 of non-compliance    | \$2,000.00 per day |
| C. | For Day 61 and beyond<br>of non-compliance                | \$3,000.00 per day |

Such payments shall be made without demand by the United States on or before the last day of the month following the month in which the stipulated penalty accrued.

37. Any disputes concerning the amount of stipulated penalties, or the underlying violation that gives rise to the stipulated penalties, that cannot be resolved by the parties pursuant to the Dispute Resolution provisions in Section VII and/or the Force Majeure provisions in Section VIII shall be resolved upon motion to this Court as provided in Paragraphs 28 and 29.

38. The filing of a motion requesting that the Court resolve a dispute shall stay Defendant's obligation to pay any stipulated penalties with respect to the disputed matter pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall continue to accrue from the first day of any failure or refusal to comply with any term or condition of this Consent Decree. In the event that Defendant does not prevail on the disputed issue, stipulated penalties shall be paid by Defendant as provided in this Section.

39. To the extent Defendant demonstrates to the Court that a delay or other non-compliance was due to a Force Majeure event (as defined in Paragraph 31 above) or otherwise prevail on the disputed issue, the Court shall excuse the stipulated penalties for that delay or non-compliance.

40. In the event that a stipulated penalty payment is applicable and not made on time, interest will be charged in accordance with the statutory judgment interest rate provided for in 28 U.S.C. § 1961. The interest shall be computed daily from the time the payment is due until the date the payment is made. The interest shall also be compounded annually.

41. Defendant shall make any payment of a stipulated penalty by FedWire Electronic Funds Transfer (“EFT” or wire transfer) to the United States Department of Justice account in accordance with current electronic funds transfer procedures, referencing U.S.A.O. file number (2020V00194), EPA Region 7 and the DOJ case number (90-5-1-1-21606). Payment shall be made in accordance with instructions provided to the Defendant by the Financial Litigation Unit of the United States Attorney’s Office for the Western District of Missouri. Any payments received by the Department of Justice after 4:00 P.M. (Eastern Time) will be credited on the next business day. Further, upon payment of any stipulated penalties, Defendant shall provide written notice, at the addresses specified in Section X of this Consent Decree.

## X. ADDRESSES

42. All notices and communications required under this Consent Decree shall be made to the parties through each of the following persons and addresses:

A. TO EPA:

Kasey Barton  
Assistant Regional Counsel  
United States Environmental Protection Agency  
Region 7  
barton.kasey@epa.gov

Dr. Delia Garcia  
Enforcement Officer  
United States Environmental Protection Agency  
Region 7  
garcia.delia@epa.gov

B. TO THE UNITED STATES DEPARTMENT OF JUSTICE

Section Chief  
Environmental Defense Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
MailProcessing\_EDS.ENRD@usdoj.gov

Phillip R. Dupré, Attorney  
Environmental Defense Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
phillip.r.dupre@usdoj.gov

Rachel Hankey, Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
Rachel.hankey@usdoj.gov  
eescdcopy.enrd@usdoj.gov  
Re DJ# 90-5-1-1-21606

C. TO DEFENDANT:

Mike Trager, Manager  
Trager Limestone LLC  
6578 Highway A  
Chillicothe, MO 64601  
trager@greenhills.net

Tina Trospen, Office Manager  
Trager Limestone LLC  
P.O. 677  
Chillicothe, MO 64601  
trager@greenhills.net

Keith Schieber, Attorney  
Ferguson & Schieber Law Firm.  
1009-D West St. Maartens Drive  
St. Joseph, MO 64506  
fands\_law@sbcglobal.net

Rustin J. Kimmell, Attorney  
Kimmell Law Firm, LLC  
P.O Box 209  
Burlington, KS 66839  
rustin@kimmell-law.com

Barry Cornelius  
8853 NE Jackson St.  
Hamilton, MO 64644  
816.583.2645 (landline phone)  
816.284.2255 (cell phone)

XI. COSTS OF SUIT

43. Each party to this Consent Decree shall bear its own costs and attorneys' fees in this action. Should Defendant subsequently be determined by the Court to have violated the terms or conditions of this Consent Decree, Defendant shall be liable for any costs or attorneys'



fees incurred by the United States in any action against Defendant for noncompliance with or enforcement of this Consent Decree.

## XII. PUBLIC COMMENT

44. The parties acknowledge that after the lodging and before the entry of this Consent Decree, final approval by the United States is subject to the requirements of 28 C.F.R. § 50.7, which provides for public notice and comment. The United States reserves the right to withhold or withdraw its consent to the entry of this Consent Decree if the comments received disclose facts which lead the United States to conclude that the proposed judgment is inappropriate, improper, or inadequate. The Defendant agrees not to withdraw from, oppose entry of, or to challenge any provision of this Consent Decree, unless the United States has notified the Defendant in writing that it no longer supports entry of the Consent Decree.

## XIII. SIGNATURES

45. Each undersigned representative of Defendant and the Assistant Attorney General for 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.

46. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendant agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons. Defendant need

not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

#### XIV. INTEGRATION

47. This Consent Decree, including Appendix A, constitutes the entire agreement among the Parties regarding the subject matter of the Decree and supersedes all prior representations, agreements and understandings, whether oral or written, concerning the subject matter of the subject matter of the Decree herein.

#### XV. CONTINUING JURISDICTION OF THE COURT

48. This Court shall retain jurisdiction over this action in order to enforce or modify the Consent Decree consistent with applicable law or to resolve all disputes arising hereunder as may be necessary or appropriate for construction or execution of this Consent Decree. During the pendency of the Consent Decree, any party may apply to the Court for any relief necessary to construe and effectuate the Consent Decree.

#### XVI. MODIFICATION

49. Upon its entry by the Court, this Consent Decree shall have the force and effect of a final judgment. The terms of this Consent Decree, including Appendix A, may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

#### XVII. TERMINATION

50. Except for the requirements of Paragraph 20, this Consent Decree may be terminated by either of the following:

A. Defendant and the United States may at any time make a joint motion to the Court for termination of this Consent Decree or any portion of it; or

B. Defendant may make a unilateral motion to the Court to terminate this Consent Decree after each of the following has occurred:

1. Defendant has obtained and maintained compliance with all provisions of this Consent Decree, including completion of all actions required by Appendix A, and the CWA for twelve (12) consecutive months;

2. Defendant has paid all penalties and other monetary obligations hereunder and no penalties or other monetary obligations are outstanding or owed to the United States;

3. Defendant has certified compliance pursuant to subparagraphs 1 and 2 above to the Court and all Parties; and

4. Within forty-five (45) days of receiving such certification from Defendant, EPA has not contested in writing that such compliance has been achieved. If EPA disputes Defendant's full compliance, this Consent Decree shall remain in effect pending resolution of the dispute by the Parties or the Court.

IT IS SO ORDERED.

Dated and entered this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

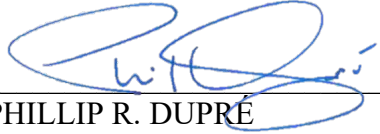
---

United States District Judge

**FOR THE UNITED STATES OF AMERICA, in the Consent Decree with Trager Limestone, LLC:**

TODD KIM  
Assistant Attorney General  
Environment and Natural Resources Division

DATED: July 5, 2022



PHILLIP R. DUPRÉ  
Attorney  
Environmental Defense Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611

RACHEL HANKEY  
Attorney  
Environmental Enforcement Section  
450 Golden Gate Avenue  
Suite 07-6714  
San Francisco, CA 94102

**FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY, *in the Consent Decree with Trager Limestone, LLC:***

DATED: 6/29/22

JOSEPH THEIS Digitally signed by JOSEPH THEIS  
Date: 2022.06.29 09:17:47 -04'00'

JOSEPH G. THEIS  
Acting Director  
Water Enforcement Division  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency

ANDREW CHERRY  
Attorney-Advisor  
Water Enforcement Division  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency

**FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY, *in the Consent Decree with Trager Limestone, LLC:***

DATED: \_\_\_\_\_ MEGHAN MCCOLLISTER Digitally signed by MEGHAN MCCOLLISTER  
Date: 2022.06.30 11:56:55  
-05'00'

MEGHAN A. MCOLLISTER  
Regional Administrator  
U.S. Environmental Protection Agency  
Region 7  
11201 Renner Boulevard  
Lenexa, KS 66219

DATED: \_\_\_\_\_ LESLIE HUMPHREY Digitally signed by LESLIE HUMPHREY  
Date: 2022.06.29  
15:57:06 -05'00'

LESLIE HUMPHREY  
Regional Counsel  
U.S. Environmental Protection Agency  
Region 7  
11201 Renner Boulevard  
Lenexa, KS 66219

DATED: \_\_\_\_\_ KASEY BARTON Digitally signed by KASEY BARTON  
Date: 2022.06.28 14:56:47  
-05'00'

KASEY BARTON  
Assistant Regional Counsel  
U.S. Environmental Protection Agency  
Region 7  
11201 Renner Boulevard  
Lenexa, KS 66219

**FOR DEFENDANT TRAGER LIMESTONE , in the Consent Decree with Trager Limestone, LLC:**

DATED: 4.23.2022

  
FOR DEFENDANT TRAGER LIMESTONE