

EXHIBIT 1

UNITED STATES OF AMERICA,
Plaintiff,
v.

JERREL DUNGY and LONG PRAIRIE FARM, LLC,
Defendants.

Case No. 3:13-cv-00174-MJR-PMF

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 3:13-cv-00174-MJR-PMF
)	
JERREL DUNGY and)	
LONG PRAIRIE FARM, LLC,)	
)	
Defendants.)	

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 Defendants Jerrel Dungy and Long Prairie Farm, LLC (collectively, "Defendants"), alleging that Defendants violated Section 301(a) of the Clean Water Act, 33 U.S.C. § 1311(a);

WHEREAS, the Complaint alleges that Defendants violated Clean Water Act 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 four sites located in Franklin County, Illinois (the “Sites”) and more fully described in the Complaint, without authorization by the United States Department of the Army;

WHEREAS, the Complaint seeks (1) to enjoin the discharge of pollutants into waters of the United States in violation of Clean Water Act Section 301(a), 33 U.S.C. § 1311(a); (2) to require Defendants, at their own expense and at the direction of EPA, to restore and/or mitigate the damages caused by their unlawful activities; and (3) to require Defendants to pay civil penalties as provided in 33 U.S.C. § 1319(d);

WHEREAS, this Consent Decree is intended to constitute a complete and final settlement of the United States' claims under Clean Water Act Section 301, 33 U.S.C. § 1311, set forth in the Complaint regarding the Sites;

WHEREAS, Defendants submitted evidence to the United States regarding current constraints on their cash flow;

WHEREAS, the United States and Defendants 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 Clean Water Act against Defendants in this case; and

WHEREAS, the Court finds that this Consent Decree is a reasonable and fair settlement of the United States' claims against Defendants in this case, and that this Consent Decree adequately protects the public interest in accordance with the Clean Water Act.

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 jurisdiction over the subject matter of these actions and over the parties pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b).

2. Venue is proper in the Southern District of Illinois pursuant to Clean Water Act Section 309(b), 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391(b) and (c), because the Defendants reside and conduct business in this District, the subject properties are located in this District, and the causes of action alleged herein arose in this District.

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

II. APPLICABILITY

4. The obligations of this Consent Decree shall apply to and be binding upon Defendants, their officers, directors, agents, employees and servants, and their successors and assigns and any person, firm, association or corporation who is, or will be, acting in concert or participation with any of the Defendants whether or not such person has notice of this Consent Decree. In any action to enforce this Consent Decree against a 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.

5. The transfer of ownership or other interest in the “Restoration Sites” and the “Supplemental Environmental Project Site” (as described in Appendices A and B appended hereto and incorporated herein by reference) shall not alter or relieve Defendants of their obligation to comply with all of the terms of this Consent Decree. At least fifteen (15) days prior to the transfer of ownership or other interest in the Restoration Sites and/or the Supplemental Environmental Project Site, the party making such transfer 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 IX below that such notice has been given. As a condition to any such transfer, the Defendant making the transfer shall reserve all rights necessary to comply with the terms of this Consent Decree.

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 Defendants under Clean Water Act Section 301 concerning the Sites. Defendants waive any right to seek termination or modification of this Consent Decree based upon future decisions of any court in any case unrelated to the Defendants or this Consent Decree or the Sites, with respect to the regulatory jurisdiction under the Clean Water Act.

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

8. Defendants' obligations under this Consent Decree are joint and several.

9. Except as in accordance with this Consent Decree, Defendants and Defendants' 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 Clean Water Act and its implementing regulations.

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 Clean Water Act, 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 Clean Water Act, 33 U.S.C. § 1344(c).

11. This Consent Decree in no way affects or relieves Defendants of their responsibility to comply with any applicable federal, state, or local law, regulation or permit.

12. This Consent Decree in no way constitutes a settlement of any other claims the United States, its departments, or agencies may have against Defendants. In any subsequent administrative or judicial proceeding initiated by the United States relating to the Sites or Defendants' violations, Defendants shall not assert, and may not maintain, any defense or claim 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, except for claims that have been settled in this case under Clean Water Act Section 301, 33 U.S.C. § 1311. This Consent Decree in no way affects Defendants' assertion of any other legal or equitable defense in any subsequent administrative or judicial proceeding initiated by the United States.

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

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

15. Nothing in this Consent Decree shall constitute an admission of fact or law by any party.

IV. SPECIFIC PROVISIONS

CIVIL PENALTIES

16. Defendants shall pay a civil penalty to the United States in the amount of \$37,500. The penalty shall be paid in accordance with the following schedule: \$18,750 within 30 days of the date of entry of this Consent Decree by the Court and \$18,750 on or before the first anniversary of the date of entry of this Consent Decree by the Court. Interest shall accrue on the unpaid balance at the rate of 0.16%, and the interest shall be paid on or before the first anniversary of the date of entry.

17. Defendants shall make the above-referenced payment by FedWire Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures, referencing U.S.A.O. file number 2013V00080, EPA Region 5 and the DOJ case number 90-5-1-1-19534. Payment shall be made in accordance with instructions provided to the Defendants by the Financial Litigation Unit of the United States Attorney's Office for the Southern District of Illinois. Any payments received by the Department of Justice after 4:00 P.M. (Eastern Time) will be credited on the next business day.

18. Upon payment of the civil penalty required by this Consent Decree, Defendants shall provide written notice, at the addresses specified in Section IX of this Consent Decree, that such payment was made in accordance with Paragraph 17.

19. Civil penalty payments pursuant to this Consent Decree (including stipulated penalty payments under Section VIII) are penalties within the meaning of Section 162(f) of the

Internal Revenue Code, 26 U.S.C. § 162(f), or of 26 C.F.R. § 1.162-21 and are not tax deductible expenditures for purposes of federal law.

RESTORATION, MITIGATION AND PRESERVATION

20. Defendants shall perform restoration projects of at least 11.95 acres at the four Restoration Sites under the terms and conditions stated in the following restoration plans, specifically:

- a. Restoration Plan, Site 1 (5.04 acres of Tract 18447)
- b. Restoration Plan, Site 2, (1.43 acres of Tract 1049)
- c. Restoration Plan, Site 3 (4.2 acres of Tract 736)
- d. Restoration Plan, Site 4 (1.28 acres of Tract 17384)

These restoration plans are attached to this Consent Decree in Appendix A (the “Work Plans”), and are incorporated herein by reference as an enforceable part of this Consent Decree.

21. Defendants shall perform the supplemental environmental project (“SEP”) under the terms and conditions stated in the plan entitled “Supplemental Environmental Project, Dungy Wetlands (HDR, Inc.),” which is attached to this Consent Decree in Appendix B and incorporated herein by reference as an enforceable part of this Consent Decree.

22. With regard to the SEP, Defendants certify the truth and accuracy of each of the following:

- a. that all cost information provided to EPA in connection with EPA’s approval of the SEP is complete and accurate and that Defendants in good faith estimate that the cost to construct and monitor the SEP is \$41,905;
- b. that, as of the date of executing this Decree, Defendants are not required to perform or develop the SEP by any federal, state, or local law or regulation

and are not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;

- c. that the SEP is not a project that Defendants were planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Decree;
- d. that Defendants have not received and will not receive credit for the SEP in any other enforcement action; and
- e. that Defendants will not receive any reimbursement for any portion of the SEP from any other person.

23. For Federal Income Tax purposes, Defendants agree that they will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

24. Upon completion of the terms and conditions of Appendices A and B, Defendants shall not mow, cut, clear, cultivate, dredge, excavate, farm, fill, dewater, drain or otherwise interfere with the restoration of any location identified in Appendices A and B, except as approved by EPA.

25. To ensure that all current and future owners of the parcels of land identified in Appendices A and B act consistently with paragraph 24, Defendants shall, within 15 days of entry of this Consent Decree, record a certified copy of this Consent Decree with the Clerk in Franklin County, Illinois. Thereafter, each deed, title, or other instrument conveying an interest in any property identified in Appendix A or B shall contain a notice stating that the property is subject to this Consent Decree and shall reference the recorded location of the Consent Decree and those restrictions applicable to the property under this Consent Decree.

26. Defendants shall execute and record the Declaration of Covenants and Restrictions, in the form attached as Appendix C, for the Supplemental Environmental Project property (Appendix B) with the Clerk in Franklin County, Illinois no later than 90 days after the date this Consent Decree is entered by the Court.

V. NOTICES AND OTHER SUBMISSIONS

27. Within 30 days after the deadline for completing the tree planting at each of the locations identified in Appendices A and B of this Consent Decree, Defendants shall provide the United States with written notice, at the addresses specified in Section IX of this Consent Decree, of whether or not that task has been completed. In addition, Defendants shall provide the United States with the as-built information and the annual monitoring reports identified in Appendices A and B by the dates set forth in Appendices A and B, at the addresses specified in Section IX of this Consent Decree.

28. 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.

29. In all notices, documents or reports submitted to the United States pursuant to this Consent Decree, the Defendants 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

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

31. At the conclusion of the document retention period, Defendants 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, Defendants shall deliver any such records or documents to EPA. The Defendants 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 the Defendants assert such a privilege, they shall provide the United States with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Defendants. 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.

32. A. Until termination of this Consent Decree, the United States and its authorized representatives and contractors shall have authority at all reasonable times upon prior notice to the Defendants, to reasonable access to the Sites in order 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 Defendants' restoration and/or supplemental environmental project; and
- 5) Inspect and review any records required to be kept under the terms and conditions of this Consent Decree and the Clean Water Act.

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 Defendants as authorized by law.

VI. DISPUTE RESOLUTION

33. 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 Defendants affected by the dispute to attempt to resolve such dispute. The period for informal negotiations shall not extend beyond 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 Defendants cannot be resolved by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 30 days after the end of the informal negotiations period, the Defendants file 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 30 days to respond to the motion and propose an alternate resolution. In resolving any such dispute, the Defendants shall bear the burden of proving by a preponderance of the evidence that the United States' position is not in accordance with the objectives of this Consent Decree and the Clean Water Act, and that the Defendants' position will achieve compliance with the terms and conditions of this Consent Decree and the Clean Water Act.

34. 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 30 day period for informal negotiations. The Defendants shall have 14 days to respond to the motion and propose an alternate resolution. In resolving any such dispute, the Defendants shall bear the burden of proving by a preponderance of the evidence that the United States' position is not in accordance with the objectives of this Consent Decree, and that the Defendants' position will achieve compliance with the terms and conditions of this Consent Decree and the Clean Water Act.

35. The filing of a motion asking the Court to resolve a dispute shall not extend or postpone any obligation of Defendants under this Consent Decree, except as provided in Paragraph 43 below regarding payment of stipulated penalties.

VII. FORCE MAJEURE

36. Defendants 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 Defendants, including their 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.

37. If Defendants believe that a Force Majeure event has affected Defendants' ability to perform any action required under this Consent Decree, Defendants shall notify the United States in writing within seven calendar days after the event at the addresses listed in Section IX. 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 Defendants to prevent or minimize the delay and a schedule for the implementation of such measures.

Defendants may also provide to the United States any additional information that they deem appropriate to support their conclusion that a Force Majeure event has affected their 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.

38. 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. Defendants shall coordinate with EPA to determine when to begin or resume the operations that had been affected by any Force Majeure event.

39. 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 VI of this Consent Decree.

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

VIII. STIPULATED PENALTIES

41. After entry of this Consent Decree, if Defendants fail to timely fulfill any requirement of the Consent Decree (including Appendices A and B), the Defendants 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
Day 30 of non-compliance | \$250.00 per day |
| B. | For Day 31 up to and including
60 of non-compliance | \$500.00 per day |
| C. | For Day 61 and beyond
of non-compliance | \$1,000.00 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.

42. 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 VI and/or the Force Majeure provisions in Section VII shall be resolved upon motion to this Court as provided in Paragraphs 33 and 34.

43. The filing of a motion requesting that the Court resolve a dispute shall stay Defendants' 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 Defendants do not prevail on the disputed issue, stipulated penalties shall be paid by Defendants as provided in this Section.

44. To the extent Defendants demonstrate to the Court that a delay or other non-compliance was due to a Force Majeure event (as defined in Paragraph 36 above) or otherwise prevail on the disputed issue, the Court shall excuse the stipulated penalties for that delay or non-compliance.

45. 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.

46. Defendants shall make any payment of a stipulated penalty by FedWire Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures, referencing U.S.A.O. file number 2013V00080, EPA Region 5 and the DOJ case number 90-5-1-1-19534. Payment shall be made in accordance with instructions provided to the Defendants by the Financial Litigation Unit of

the United States Attorney's Office for the Southern District of Illinois. 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, Defendants shall provide written notice, at the addresses specified in Section IX of this Decree.

IX. ADDRESSES

47. All notices and communications required under this Consent Decree shall be made to the parties through each of the following persons and addresses (or to such other addresses as may be designated by written notice to the parties):

A. TO EPA:

(1) Andre Daugavietis
Associate Regional Counsel
United States Environmental Protection Agency
Region 5
77 West Jackson Blvd.
Mail Code: C-14J
Chicago, IL 60604-3590

(2) Yone Yu
United States Environmental Protection Agency
Region 5
77 West Jackson Blvd.
Mail Code: WW-16J
Chicago, IL 60604-3590

B. TO THE UNITED STATES DEPARTMENT OF JUSTICE

Alan Greenberg
Environmental Defense Section
U.S. Department of Justice
999 18th Street, Suite 370
Denver, CO 80202

C. TO DEFENDANTS:

Mr. Jerrel Dungy
Long Prairie Farm
11060 Moses Drive
Benton, IL 62812-4635

D. TO DEFENDANTS' COUNSEL:

Claire A. Manning
Brown, Hay & Stephens, LLP
205 S. Fifth St – Suite 700
P.O. Box 2459
Springfield, IL 62705-2459

X. COSTS OF SUIT

48. Each party to this Consent Decree shall bear its own costs and attorneys' fees in this action. Should Defendants subsequently be determined by the Court to have violated the terms or conditions of this Consent Decree, Defendants shall be liable for any costs or attorneys' fees incurred by the United States in any action against Defendants for noncompliance with or enforcement of this Consent Decree.

XI. PUBLIC COMMENT

49. 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 Defendants agree not to withdraw from, oppose entry of, or to challenge any provision of this Consent Decree, unless the United States has notified the Defendants in writing that it no longer supports entry of the Consent Decree.

XII. CONTINUING JURISDICTION OF THE COURT

50. 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.

XIII. MODIFICATION

51. Upon its entry by the Court, this Consent Decree shall have the force and effect of a final judgment. Any modification of this Consent Decree shall be in writing, and shall not take effect unless signed by both the United States and the Defendants and approved by the Court.

XIV. TERMINATION

52. Except for Paragraph 24, this Consent Decree may be terminated by either of the following:

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

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

1. Defendants have satisfactorily completed all of the actions required by this Consent Decree.
2. Each Defendant has obtained and maintained compliance with all provisions of this Consent Decree and the Clean Water Act for 12 consecutive months

3. Defendant's have 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 the Defendants, 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.

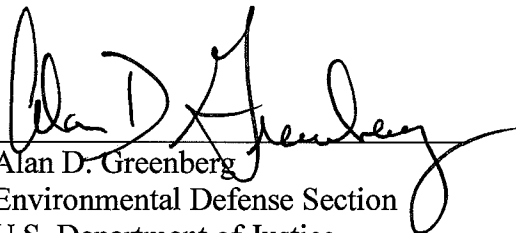
IT IS SO ORDERED.

Dated and entered this _____ day of _____, 2013.

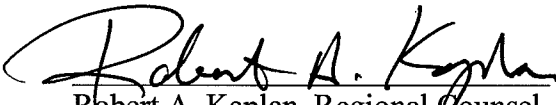
United States District Judge

ON BEHALF OF THE UNITED STATES:

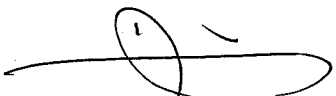
IGNACIA MORENO
Assistant Attorney General
Environment and Natural Resources Division


Alan D. Greenberg
Environmental Defense Section
U.S. Department of Justice
999 18th Street, Suite 370
Denver, CO 80202

Dated: Feb. 20, 2013


Robert A. Kaplan, Regional Counsel
U.S. Environmental Protection Agency
Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3507

Dated: 2-8-13


Andre Daugavietis
Associate Regional Counsel
U.S. Environmental Protection Agency
Region 5 (C-14J)
77 West Jackson Boulevard
Chicago, Illinois 60604-3507

Dated: 2-8-13

FOR DEFENDANT JERREL DUNGY

Jerrel Dungy

Dated: 2/15/13

FOR DEFENDANT LONG PRAIRIE FARMS, LLC

Jerrel Dungy
Managing Partner

Dated: 2/15/13