

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

**UNITED STATES OF AMERICA,** )  
 )  
 **Plaintiff,** )  
 )  
 **v.** )  
 )  
 **SANTOLUBES, LLC,** )  
 **SANTOLUBES** )  
 **MANUFACTURING, LLC, and** )  
 **SANTOLUBES SPARTANBURG** )  
 **HOLDINGS, LLC** )  
 )  
 **Defendants.** )

**Civil Action No. 24-cv-807**

**CONSENT DECREE**

TABLE OF CONTENTS

|        |  |    |
|--------|--|----|
| I.     | BACKGROUND .....                                 | 3  |
| II.    | JURISDICTION .....                               | 4  |
| III.   | PARTIES BOUND .....                              | 4  |
| IV.    | DEFINITIONS.....                                 | 4  |
| V.     | STATEMENT OF PURPOSE .....                       | 6  |
| VI.    | PAYMENT OF RESPONSE COSTS.....                   | 6  |
| VII.   | FAILURE TO COMPLY WITH CONSENT DECREE .....      | 7  |
| VIII.  | COVENANTS BY PLAINTIFF .....                     | 8  |
| IX.    | RESERVATION OF RIGHTS BY UNITED STATES .....     | 8  |
| X.     | COVENANTS BY SETTLING DEFENDANTS .....           | 9  |
| XI.    | EFFECT OF SETTLEMENT/CONTRIBUTION .....          | 9  |
| XII.   | ACCESS TO INFORMATION .....                      | 10 |
| XIII.  | RETENTION OF RECORDS.....                        | 12 |
| XIV.   | NOTICES AND SUBMISSIONS.....                     | 12 |
| XV.    | RETENTION OF JURISDICTION.....                   | 13 |
| XVI.   | INTEGRATION/APPENDICES .....                     | 13 |
| XVII.  | LODGING AND OPPORTUNITY FOR PUBLIC COMMENT ..... | 13 |
| XVIII. | SIGNATORIES/SERVICE.....                         | 13 |
| XIX.   | FINAL JUDGMENT .....                             | 14 |

## 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 under Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (CERCLA), as amended, seeking injunctive relief and reimbursement of response costs incurred or to be incurred for response actions taken or to be taken at or in connection with the release or threatened release of hazardous substances at Operable Unit 1 (OU1) of the Findett Corporation Superfund Site in St. Charles, Missouri (“the Site”).

B. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and may undertake additional response actions in the future.

C. In performing response actions at the Site, EPA has incurred response costs and will incur additional response costs in the future.

D. The United States alleges that Settling Defendants are each a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred and to be incurred at the Site.

E. On May 14, 1990, this Court entered a Consent Decree in *United States v. Findett Corporation*, Civil Action No. 90-0417-C-6, (E.D. Mo. 1990), under which Findett Corporation agreed to perform the remedial design and remedial action for OU1 of the Findett Corporation Superfund Site and to pay certain response costs to be incurred by the United States at the Site. The United States alleges that Settling Defendants are successors to Findett Corporation. The Settling Defendants dispute, but for purposes of this Consent Decree agree not to contest, that they are successors to Findett Corporation. This Consent Decree supersedes the 1990 Consent Decree with respect to any responsibilities that the Settling Defendants have at OU1 of the Findett Corporation Superfund Site.

F. The defendants that have entered into this Consent Decree (“Settling Defendants”) do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

F. The United States has reviewed the Financial Information submitted by Settling Defendants to determine whether Settling Defendants are financially able to pay response costs incurred and to be incurred at the Site. Based upon this Financial Information, the United States has determined that Settling Defendants have limited financial ability to pay for response costs incurred and to be incurred at the Site.

G. The United States and Settling Defendants 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.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED:

## II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9606, 9607, and 9613(b), and has personal jurisdiction over Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Defendants 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 Settling Defendants and their 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 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 meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-9675.

“Consent Decree” shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.

“Day” or “day” shall mean 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.

“DOJ” shall mean the U.S. Department of Justice and its successor departments, agencies, or instrumentalities.

“Effective Date” shall mean the date upon which the approval of this Consent Decree is recorded on the Court's docket.

“EPA” shall mean the U.S. Environmental Protection Agency.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“Findett Corp. Superfund Site OU1 Special Account” shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA under Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3), and Consent Decree No. 90-0417-C-6 issued May 14, 1990.

“Financial Information” shall mean those financial documents identified in Appendix A.

“Including” or “including” means “including but not limited to.”

“Interest” shall mean 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>.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated under Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Paragraph” or “¶” shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper- or lower-case letter.

“Parties” shall mean the United States and Settling Defendants.

“Plaintiff” shall mean the United States.

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

“Section” shall mean a portion of this Consent Decree identified by a Roman numeral.

“Settling Defendants” shall mean Santolubes, LLC, a Delaware limited liability company, Santolubes Manufacturing, LLC, a Delaware limited liability company, and Santolubes Spartanburg Holdings, LLC, a South Carolina limited liability company.

“Site” shall mean OU1 of the Findett Corporation Superfund Site, which includes (a) the property which was formerly owned and operated by Findett Corporation; (b) the property which was formerly operated by Cadmus Corporation; (c) the property directly south of the Cadmus Corporation; and (d) the plume of contaminated ground water beneath and near the said properties. The Site is located in the east central portion of Missouri, and encompasses the properties located at Lots 5,6, 7, and 8 of the Gardnerville Industrial Park, some of which may have the physical address of 8 Governor Drive, City of St Charles, St. Charles County.

“State” shall mean the State of Missouri.

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

“Waste Material” means (a) any “hazardous substance” under section 101(14) of CERCLA; (b) any pollutant or contaminant under section 101(33) of CERCLA; (c) and any “solid waste” under section 1004(27) of RCRA.

## V. STATEMENT OF PURPOSE

4. By entering into this Consent Decree, the mutual objective of the Parties is for Settling Defendants to make a cash payment to resolve their alleged civil liability for the Site under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, as provided in the Covenants by Plaintiff in Section VIII, and subject to the Reservations of Rights by United States in Section IX.

## VI. PAYMENT OF RESPONSE COSTS

5. **Payment of Response Costs.** Settling Defendants shall pay the principal amount of \$300,000 as outlined below. The payment shall be made within 30 days after the Effective Date and, if timely paid, shall include no Interest.

6. Settling Defendants shall make payment by: (a) depositing \$280,000 into the Court Registry Account described in Paragraph 7 below; and (b) transferring \$20,000 to EPA 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 Eastern District of Missouri after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (CDCS) number, Site/Spill ID Number 0795, and DJ Number 90-11-2-417/5, 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:

John Pezzillo  
SantoLubes Manufacturing, LLC  
2155 West Croft Circle  
Spartanburg, SC 29302  
[jpezzillo@santolubes.com](mailto:jpezzillo@santolubes.com)  
864-596-1541

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

7. **Court Registry Account.** Within 15 Days of the date on which the Court enters an order in this case authorizing payments by Settling Defendant into the Court Registry Account pursuant to Federal Rule of Civil Procedure 67, the Settling Defendants shall pay \$280,000 into the interest-bearing Court Registry Account of the United States Court for the Eastern District of Missouri. Payment shall be made as instructed by the Court.

a. The purpose of the Court Registry Account is to receive payment from Settling Defendants, as provided in Paragraphs 5 and 6, to earn interest, and to provide funds to finance response actions taken or to be taken at or in connection with the Site. The funds shall be disbursed in accordance with Paragraph 7(b) below. Settling Defendants are not eligible to receive any funds from the Court Registry Account.

b. If the United States and any parties performing response actions for the Site sign an administrative order on consent and/or a consent decree to perform response actions at the Site, and the consent decree is entered by the U.S. District Court for the Eastern District of Missouri, the funds in the Court Registry Account shall be disbursed to EPA and/or to such

performing parties in accordance with directions set forth in the administrative order or consent decree. If no administrative order or decree is reached within 540 Days from the Effective Date, all funds are to be disbursed to EPA. All disbursements to EPA from the Court Registry Account made under this Paragraph are to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

8. **Deposit of Payment.** The \$20,000 payment made by Fedwire Electronic Funds Transfer (EFT) under Paragraph 6(b) shall be deposited by EPA in the Findett Corp. Superfund Site OU1 Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

9. **Notice of Payment.** At the time of any payment under Paragraphs 5-7, Settling Defendants shall send to EPA and DOJ in accordance with Section XIV (Notices and Submissions), a notice of this payment including references to the CDCS Number, Site/Spill ID Number 0795, and DJ Number 90-11-2-417/5.

## VII. FAILURE TO COMPLY WITH CONSENT DECREE

10. **Interest on Payments.** If Settling Defendants fail to make the payment required by Paragraphs 5-7 (VI. Payment of Response Costs) by the required due date, Interest shall accrue on the unpaid balance from the Effective Date through the date of payment.

### 11. Stipulated Penalty

a. If any amounts due to EPA under Paragraphs 5-7 (VI. Payment of Response Costs) are not paid by the required date, Settling Defendants shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, in addition to the Interest required by Paragraph 10 (Interest on Payments), \$1000 per violation per day that such 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 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 6 and shall send notice of such payments in accordance with the procedures under Paragraph 9 (Notice of Payment). Settling Defendants 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 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.

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

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

14. 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 under this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendants from payment as required by Section VI (Payment of Response Costs) or from performance of any other requirements of this Consent Decree.

### **VIII. COVENANTS BY PLAINTIFF**

15. Except as specifically provided in Section IX (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a) with regard to the Site. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. These covenants are also conditioned upon the veracity and completeness of the Financial Information provided to EPA by Settling Defendants and the financial, and indemnity certification made by Settling Defendants in Paragraph 33. These covenants extend only to Settling Defendants and do not extend to any other person.

### **IX. RESERVATION OF RIGHTS BY UNITED STATES**

16. The United States reserves, and this Consent Decree is without prejudice to, all rights against individual Settling Defendants with respect to all matters not expressly included within Paragraph 15 (Covenants by Plaintiff). Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against individual Settling Defendants with respect to:

- a. liability for failure to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability arising from the past, present, or future disposal, release, or threat of release of Waste Material outside of the Site;
- d. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- e. liability based on the ownership or operation of the Site by a Settling Defendant when such ownership or operation commences after signature of this Consent Decree by a Settling Defendant;
- f. liability based on a Settling Defendant's transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of Waste Material at or in connection with the Site, after such Settling Defendant signs this Consent Decree.

17. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this



action, or to commence a new action seeking relief other than as provided in this Consent Decree, if the Financial Information provided by a Settling Defendant, or the financial, or indemnity certification made by a Settling Defendant in Paragraph 33, is false or, in any material respect, inaccurate.

#### **X. COVENANTS BY SETTLING DEFENDANTS**

18. Settling Defendants covenant not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Site and this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the 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 response actions at or in connection with the Site, including any claim under the United States Constitution, the Missouri Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim under Sections 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, relating to the Site.

19. Except as provided in Paragraph 21 (claims against other PRPs) and Paragraph 26 (Res Judicata and other Defenses), these covenants shall not apply in the event the United States brings a cause of action or issues an order under any of the reservations set forth in Section IX (Reservations of Rights by United States), other than in Paragraph 16.a (liability for failure to meet a requirement of the Consent Decree) or 16.b (criminal liability), but only to the extent that Settling Defendants' claims arise from the same response action or response costs that the United States is seeking under the applicable reservation.

20. 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).

21. Settling Defendants 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 it may have for response costs relating to the Site against any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that Settling Defendants may have against any person if such person asserts a claim or cause of action relating to the Site against Settling Defendants.

#### **XI. EFFECT OF SETTLEMENT/CONTRIBUTION**

22. Except as provided in Paragraph 21 (claims against other PRPs), 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 X (Covenants by Settling Defendants), each of the Parties expressly reserves any and all rights (including, but not limited to, under 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, under 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 under Section 113(f)(2).

23. The Parties agree, and by entering this Consent Decree this Court finds, that this settlement constitutes a judicially approved settlement under which each Settling Defendant 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 all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person, except for the State; provided, however, that if the United States exercises rights under the reservations in Section IX (Reservations of Rights by United States), other than in Paragraphs 16.a (liability for failure to meet a requirement of Consent Decree) or 16.b (criminal liability), the “matters addressed” in this Consent Decree will no longer include those response costs or response actions that are within the scope of the exercised reservation.

24. 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 under which each Settling Defendant 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).

25. Each Settling Defendant 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 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 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.

26. 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 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 VIII.

## **XII. ACCESS TO INFORMATION**

27. 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.

**28. 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 it complies with Paragraph 28.b, and except as provided in Paragraph 28.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 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 under this Consent Decree.

**29. Business Confidential Claims.** Settling Defendants may assert that all or part of a Record submitted to Plaintiff under this Section or Section XIII (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.

**30.** 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.

### XIII. RETENTION OF RECORDS

31. Until 5 years after the Effective Date, each Settling Defendant shall preserve and retain all non-identical copies of Records now in its possession or control, or that come into its possession or control, that relate in any manner to its liability under CERCLA with respect to the Site, provided, however, that if Settling Defendants are potentially liable as an owner or operator of the Site, Settling Defendants 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.

32. After 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, except as provided in Paragraph 28 (Privileged and Protected Claims), Settling Defendants shall deliver any such Records to EPA .

33. Each Settling Defendant certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has:

a. not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to their 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 and Settling Defendants' financial circumstances, including but not limited to insurance and indemnity information, under 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;

b. submitted to EPA financial information that fairly, accurately, and materially sets forth its financial circumstances, and that those circumstances have not materially changed between the time the financial information was submitted to EPA and the time Settling Defendant executes this Consent Decree; and

c. fully disclosed any information regarding the existence of any insurance policies or indemnity agreements that may cover claims relating to cleanup of the Site, and submitted to EPA upon request such insurance policies, indemnity agreements, and information.

### XIV. NOTICES AND SUBMISSIONS

34. 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:** via email to:  
[eescdcopy.enrd@usdoj.gov](mailto:eescdcopy.enrd@usdoj.gov)  
Re: DJ # 90-11-2-417/5

**As to EPA:** via email to:  
Catherine R.M. Chiccine

[Chiccine.catherine@epa.gov](mailto:Chiccine.catherine@epa.gov)

Re: Findett Corp Superfund Site, OU1

**As to Settling Defendants:** via email to:  
John J. Pezzillo  
[jpezzillo@santolubes.com](mailto:jpezzillo@santolubes.com)  
Re: Findett Corp Superfund Site, OU1

#### **XV. RETENTION OF JURISDICTION**

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

#### **XVI. INTEGRATION/APPENDICES**

36. This Consent Decree and its appendices constitute the final, complete, and exclusive agreement and understanding between 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 a list of the financial documents submitted to EPA by Settling Defendants.

#### **XVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

37. 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 consent to the entry of this Consent Decree without further notice.

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

#### **XVIII. SIGNATORIES/SERVICE**

39. Each undersigned representative of Settling Defendants and the Deputy Chief, U.S. Department of Justice, Environment and Natural Resources Division, Environmental Enforcement Section 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.

40. Each Settling Defendant 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 in writing that it no longer supports entry of the Consent Decree.

41. Each Settling Defendant 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 its behalf with respect to all matters arising under or relating to this Consent Decree. Settling Defendants 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.

#### **XIX. FINAL JUDGMENT**

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

SO ORDERED THIS \_\_ DAY OF \_\_\_\_\_, 2024.

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United States District Judge

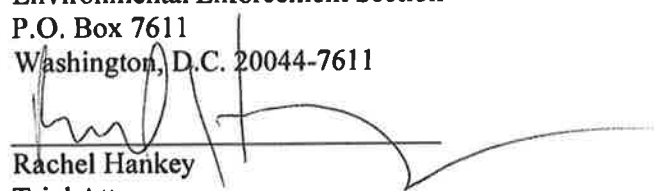
Signature Page for Consent Decree Regarding the Findett Corporation Superfund Site

**FOR THE UNITED STATES OF AMERICA:**

TODD KIM  
Assistant Attorney General  
U.S. Department of Justice  
Environment and Natural Resources Division

Dated: 6/10/24

Susan Akers  
Deputy Chief  
U.S. Department of Justice  
Environment and Natural Resources Division  
Environmental Enforcement Section  
P.O. Box 7611  
Washington, D.C. 20044-7611

  
Rachel Hankey  
Trial Attorney  
U.S. Department of Justice  
Environment and Natural Resources Division  
Environmental Enforcement Section  
P.O. Box 7611  
Washington, D.C. 20044-7611

SAYLER A. FLEMING  
United States Attorney  
Eastern District of Missouri

SUZANNE MOORE  
Assistant United States Attorney  
Thomas F. Eagleton U.S. Courthouse  
111 South 10th Street, 20th Floor  
St. Louis, Missouri 63102  
Suzanne.moore@usdoj.gov

Signature Page for Consent Decree Regarding the Findett Corporation Superfund Site

**ROBERT  
JURGENS**

Digitally signed by ROBERT  
JURGENS  
Date: 2024.04.22 08:33:30  
-05'00'

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Robert D. Jurgens  
Division Director  
Superfund & Emergency Management Division  
U.S. Environmental Protection Agency Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219

**CATHERINE  
CHICCINE**

Digitally signed by CATHERINE  
CHICCINE  
Date: 2024.04.22 08:24:06 -05'00'

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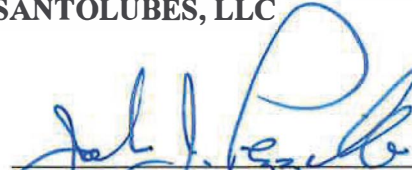
Catherine R.M. Chiccine  
Assistant Regional Counsel  
U.S. Environmental Protection Agency Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219



Signature Page for Consent Decree Regarding the Findett Corporation Superfund Site

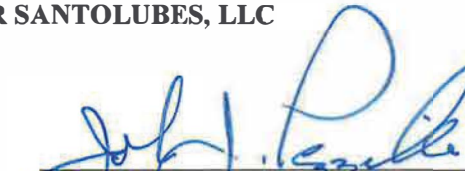
**FOR SANTOLUBES, LLC**

3/27/2024  
Date

  
Name (print): John J. Pezzillo  
Title: Manager and CEO  
Address: 2155 West Croft Circle  
Spartanburg, S.C. 29302

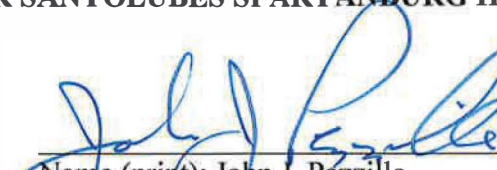
**FOR SANTOLUBES, LLC**

3/27/2024  
Date

  
Name (print): John J. Pezzillo  
Title: Manager and CEO  
Address: 2155 West Croft Circle  
Spartanburg, S.C. 29302

**FOR SANTOLUBES SPARTANBURG HOLDINGS, LLC**

3/27/2024  
Date

  
Name (print): John J. Pezzillo  
Title: Manager  
Address: 2155 West Croft Circle  
Spartanburg, S.C. 29302

Agent Authorized to Accept Service on Behalf of Santolubes, LLC, Santolubes Manufacturing, LLC, and Santolubes Spartanburg Holdings, LLC:

Name (print): John J. Pezzillo  
Company: Santolubes, LLC  
Address: 2155 West Croft Circle  
Spartanburg, S.C. 29302  
Phone: 864-596-1541  
email: [jpezzillo@santolubes.com](mailto:jpezzillo@santolubes.com)

APPENDIX A  
FINANCIAL INFORMATION PROVIDED BY SETTLING DEFENDANTS

1. 2022 Federal Tax Return SantoLubes, LLC
2. October 18, 2023 Letter from First Citizens Bank
3. Completed Ability to Pay form (includes information about types of stock, state and federal income taxes for the past three years, balance sheet, liabilities and Stockholder equity, loans payable, mortgages payable, income, operating expenses, size of company, bank accounts, corporate salaries, commercial activity, bankruptcy, real estate, judgements against/in favor of the company, insurance, and asset transfers).
4. Consolidated income statements 2019, 2020, 2021
5. Balance sheets 2019, 2020, 2021
6. Letter regarding credit rating
7. November 9, 2022 Letter from Counsel explaining financial assurance requirements for South Carolina Department of Health and Environmental Control RCRA post-closure permit