



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 8

2018 SEP 17 PM 1:24

|                                   |   |  |
|-----------------------------------|---|--|
| IN THE MATTER OF:                 | ) |  |
| HALCÓN RESOURCES                  | ) | Docket No. <del>CAA-08-2018-0010</del> |
| CORPORATION and                   | ) |  |
| HALCÓN HOLDINGS, INC.             | ) | <b>CONSENT AGREEMENT</b>               |
| 1000 Louisiana Street, Suite 1500 | ) |  |
| Houston, Texas 77002              | ) |  |
| Respondents                       | ) |  |

FILED  
EPA REGION VIII  
HEARING CLERK

**I. PRELIMINARY STATEMENT**

1. This is an administrative penalty assessment proceeding brought under section 113(d) of the Clean Air Act (the Act), 42 U.S.C. § 7413(d), and sections 22.13 and 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules), as codified at 40 C.F.R. part 22.
2. Complainant is the U.S. Environmental Protection Agency (EPA). On the EPA's behalf, Suzanne J. Bohan, Assistant Regional Administrator of the Office of Enforcement, Compliance and Environmental Justice, is delegated the authority to settle civil administrative penalty proceedings under section 113(d) of the Act.
3. Respondents are Halcón Resources Corporation and Halcón Holdings, Inc., Delaware corporations. Each Respondent is a "person" as defined in section 302(e) of the Act, 42 U.S. C. § 7602(e).
4. Complainant and Respondents (each a Party, and collectively the Parties), having agreed that settlement of this action is in the public interest, consent to the entry of this Consent Agreement and the entry of a Final Order without adjudication of any issues of law or fact herein. Respondents agree to comply with the terms of this Consent Agreement and the Final Order to be issued by the Regional Judicial Officer approving this Consent Agreement.

**II. JURISDICTION**

5. This Consent Agreement is entered into under section 113(d) of the Act, as amended, 42 U.S.C. § 7413(d), and the Consolidated Rules, 40 C.F.R. part 22. The alleged violations in this Consent Agreement are resolved according to section 113(a)(3)(A) of the Act.
6. The EPA and United States Department of Justice jointly determined that this matter, although it involves alleged violations that occurred more than one year before the initiation of this proceeding, is appropriate for an administrative penalty assessment. 42 U.S.C. § 7413(d)(1).
7. The EPA provided Respondents notice and an opportunity to confer regarding the violations alleged in this Consent Agreement, in accordance with section 113(a) of the Act. 42 U.S.C. § 7413(a).

8. The Regional Judicial Officer is authorized to ratify this Consent Agreement, which memorializes a settlement between Complainant and Respondents, in a Final Order. 40 C.F.R. §§ 22.4 and 22.18(b).
9. This Consent Agreement, upon incorporation into a Final Order to be issued by the Regional Judicial Officer and full satisfaction by the Parties, simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

### **III. GOVERNING LAW**

10. The purpose of the Act is “to protect and enhance the quality of the Nation’s air resources so as to promote the public health and welfare and the productive capacity of its population.” 42 U.S.C. § 7401(b)(1).
11. The Act directs the EPA to identify those air pollutants which “may reasonably be anticipated to endanger public health or welfare” and to issue air quality criteria for those pollutants based on “the latest scientific knowledge” about the effects of the pollutants on public health and the environment. The pollutants identified are “criteria pollutants.” 42 U.S.C. § 7408.
12. The Act requires the EPA to promulgate regulations establishing national ambient air quality standards (NAAQS) for the criteria pollutants. The primary NAAQS must be set at the level “requisite to protect the public health” with an adequate margin of safety, and the secondary NAAQS are intended to protect “the public welfare.” 42 U.S.C. § 7409. Public welfare effects include “effects on soils, water, crops, vegetation” and other environmental impacts including, but not limited to, effects on animals, wildlife, property, and “effects on economic values.” 42 U.S.C. § 7602(h).
13. Ground-level ozone, commonly known as “smog,” is one of six criteria pollutants for which the EPA has promulgated NAAQS, due to its adverse effects on human health and the environment. 73 Fed. Reg. 16,436 (Mar. 27, 2008).
14. Ozone is not emitted directly from sources of air pollution. Ozone is a photochemical oxidant, formed when certain chemicals in the ambient air react with oxygen in the presence of sunlight. These chemicals—volatile organic compounds (VOCs) and nitrogen oxides (NO<sub>x</sub>)—are called “ozone precursors.” Sources that emit ozone precursors are regulated to reduce ground-level ozone. *See* 62 Fed. Reg. 38,856 (July 18, 1997).
15. In 2013, EPA finalized a Federal Implementation Plan (FIP) for the Fort Berthold Indian Reservation, codified at 40 C.F.R. §§ 49.4161-.4168. The Fort Berthold FIP includes basic air quality regulations for the protection of public health and the environment. Among other things, the Fort Berthold FIP requires owners and operators of oil and natural gas production facilities to reduce VOC emissions from production and storage operations.
16. The FIP provides, in relevant part:
  - a. “Each owner or operator must operate and maintain all liquid and gas collection, storage, processing and handling operations, regardless of size, so as to minimize leakage of natural gas emissions to the atmosphere.” 40 C.F.R. § 49.4164(a).

- b. Within 90 days of the first date of production, “each owner or operator must . . . [r]oute all standing, working, breathing, and flashing losses from the produced oil storage tanks and any produced water storage tank interconnected with the produced oil storage tanks through a closed-vent system to: (i) An operating system designed to recover and inject the natural gas emissions into a natural gas gathering pipeline system for sale or other beneficial use; or (ii) An enclosed combustor or utility flare capable of reducing the mass content of VOC . . . by at least 98.0 percent.” 40 C.F.R. § 49.4164(d)(2).
- c. “Each owner or operator must equip all openings on each produced oil storage tank and produced water storage tank interconnected with produced oil storage tanks with a cover to ensure that all natural gas emissions are efficiently being routed through a closed-vent system to a vapor recovery system, an enclosed combustor, a utility flare, or a pit flare.” 40 C.F.R. § 49.4165(a).
- d. “Each cover and all openings on the cover (e.g., access hatches, sampling ports, pressure relief valves (PRV), and gauge wells) shall form a continuous impermeable barrier over the entire surface area of the produced oil and produced water in the storage tank.” 40 C.F.R. § 49.4165(a)(1).
- e. “Each cover opening shall be secured in a closed, sealed position (e.g., covered by a gasketed lid or cap) whenever material is in the unit on which the cover is installed except during those times when it is necessary to use an opening [to add or remove material, inspect or sample material, or inspect or repair equipment].” 40 C.F.R. § 49.4165(a)(2).
- f. “Each thief hatch cover shall be weighted and properly seated.” 40 C.F.R. § 49.4165(a)(3).
- g. “Each PRV shall be set to release at a pressure that will ensure that natural gas emissions are routed through the closed-vent system to the [control device] under normal operating conditions.” 40 C.F.R. § 49.4165(a)(4).
- h. “Each closed-vent system must route all produced natural gas and natural gas emissions from production and storage operations to the natural gas sales pipeline or the control devices required by [40 C.F.R. § 49.4165(a)].” 40 C.F.R. § 49.4165(b)(1).
- i. “All vent lines, connections, fittings, valves, relief valves, or any other appurtenance employed to contain and collect natural gas, vapor, and fumes and transport them to a natural gas sales pipeline and any VOC control equipment must be maintained and operated properly at all times.” 40 C.F.R. § 49.4165(b)(2).
- j. “Each closed-vent system must be designed to operate with no detectable natural gas emissions.” 40 C.F.R. § 49.4165(b)(3).

#### **IV. FINDINGS OF FACT**

17. In November 2015, the EPA conducted onsite inspections for compliance with the Fort Berthold FIP at seven well pads owned and operated by Respondents. Using an optical gas-imaging infra-red camera (IR camera), the EPA observed vapor control systems at many well pads were emitting vapors directly to the atmosphere. Well pads where emissions were observed are listed on Appendices A and B.
18. Upon information and belief, on or around July 2017, Respondents and their subsidiaries entered into an agreement to sell all oil and natural gas production assets on the Fort Berthold Indian Reservation to Bruin E&P Partners, LLC (Bruin). The sale closed on or around September 7, 2017.
19. HRC Operating, LLC, a predecessor entity of Halcón Holdings, Inc., continued to operate certain assets subject to the sale referenced in Paragraph 18 until November 21, 2017.
20. On September 19, 2017, the EPA conducted onsite inspections for compliance with the Fort Berthold FIP at ten well pads operated by HRC Operating, LLC. Using an IR camera, the EPA observed vapor control systems at eight of ten well pads inspected were emitting vapors directly to the atmosphere. Well pads where emissions were observed are listed on Appendices A and B.
21. The EPA inspected the Sneffels Pad on September 19, 2017. Using an IR camera, the EPA observed vapor control systems emitting vapors directly to the atmosphere.
22. The six original wells on the Sneffels Pad were drilled in July 2014. In December of 2015, an additional four wells were added to the existing six wells, for a total of ten wells. In the first quarter of 2017, an additional five wells were drilled, bringing the total well count on the pad to fifteen wells. Upon information and belief, additional storage capacity was not added to the Sneffels Pad to accommodate additional produced oil from the well sites added in December 2015, or the first quarter of 2017.
23. The EPA issued a Notice of Violation to Halcón Resources Corporation and Bruin on January 31, 2018.

#### **V. ALLEGED VIOLATIONS OF LAW**

24. Based on the above Findings of Fact, the EPA alleges that Respondents violated the following requirements of the Fort Berthold FIP at the well pads listed in Appendix A:
  - a. “Each owner or operator must operate and maintain all liquid and gas collection, storage, processing and handling operations, regardless of size, so as to minimize leakage of natural gas emissions to the atmosphere.” 40 C.F.R. § 49.4164(a).
  - b. Within 90 days of the first date of production, “each owner or operator must . . . [r]oute all standing, working, breathing, and flashing losses from the produced oil storage tanks and any produced water storage tank interconnected with the produced oil storage tanks through a closed-vent system to: (i) An operating system designed to recover and inject the natural gas emissions into a natural gas gathering pipeline system for sale or other beneficial use; or (ii) An enclosed combustor or utility flare capable of reducing the mass content of VOC . . . by at least 98.0 percent.” 40 C.F.R. § 49.4164(d)(2).

- c. “Each owner or operator must equip all openings on each produced oil storage tank and produced water storage tank interconnected with produced oil storage tanks with a cover to ensure that all natural gas emissions are efficiently being routed through a closed-vent system to a vapor recovery system, an enclosed combustor, a utility flare, or a pit flare.” 40 C.F.R. § 49.4165(a).
  - d. “Each cover and all openings on the cover (e.g., access hatches, sampling ports, pressure relief valves (PRV), and gauge wells) shall form a continuous impermeable barrier over the entire surface area of the produced oil and produced water in the storage tank.” 40 C.F.R. § 49.4165(a)(1).
  - e. “Each cover opening shall be secured in a closed, sealed position (e.g., covered by a gasketed lid or cap) whenever material is in the unit on which the cover is installed except during those times when it is necessary to use an opening [to add or remove material, inspect or sample material, or inspect or repair equipment].” 40 C.F.R. § 49.4165(a)(2).
  - f. “Each thief hatch cover shall be weighted and properly seated.” 40 C.F.R. § 49.4165(a)(3).
  - g. “Each closed-vent system must route all produced natural gas and natural gas emissions from production and storage operations to the natural gas sales pipeline or the control devices required by [40 C.F.R. § 49.4165(a)].” 40 C.F.R. § 49.4165(b)(1).
  - h. “All vent lines, connections, fittings, valves, relief valves, or any other appurtenance employed to contain and collect natural gas, vapor, and fumes and transport them to a natural gas sales pipeline and any VOC control equipment must be maintained and operated properly at all times.” 40 C.F.R. § 49.4165(b)(2).
25. In addition to the violations alleged in subparagraphs 24(a)-(e), (g), and (h), and based on the above Findings of Fact, the EPA alleges that Respondents violated the following requirement of the Fort Berthold FIP at the well pads identified on Appendix B: “Each PRV shall be set to release at a pressure that will ensure that natural gas emissions are routed through the closed-vent system to the [control device] under normal operating conditions.” 40 C.F.R. § 49.4165(a)(4).
26. In addition to the violations alleged in subparagraphs 24(a)-(h) and paragraph 25, and based on the above Findings of Fact, the EPA alleges that Respondents violated the following requirement of the Fort Berthold FIP at the Sneffels well pad, listed on Appendix A: “Each closed-vent system must be designed to operate with no detectable natural gas emissions.” 40 C.F.R. § 49.4165(b)(3).

## **VI. TERMS OF CONSENT AGREEMENT**

27. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondents:
- a. admit that the EPA has jurisdiction over the subject matter alleged in this Consent Agreement;
  - b. neither admit nor deny the factual allegations stated above;
  - c. neither admit nor deny the alleged violations of law stated above;
  - d. consent to the assessment of a civil penalty as stated below;

- e. consent to the issuance of any specified compliance or corrective action order;
- f. consent to any conditions specified in this Consent Agreement;
- g. consent to any stated Permit Action;
- h. waive any right to contest the alleged violations of law; and
- i. waive their rights to appeal any Final Order issued by the Regional Judicial Officer approving this Consent Agreement.

28. For the purposes of this proceeding, Respondents:

- a. agree that this Consent Agreement states a claim upon which relief may be granted against Respondents;
- b. acknowledge that this Consent Agreement constitutes an enforcement action for purposes of considering Respondents' compliance history in any subsequent enforcement actions;
- c. waive any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondents may have with respect to any issue of fact or law set forth in this Consent Agreement, including any right of judicial review under section 307(b)(1) of the Act, 42 U.S.C. § 7607(b)(1);
- d. consent to personal jurisdiction in any action to enforce this Consent Agreement, in the United States District Court for the District of North Dakota; and
- e. waive any rights they may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with the Consent Agreement, and to seek an additional penalty for such noncompliance, and agree that federal law shall govern in any such civil action.

29. To determine the amount of the civil penalty to be assessed under the Act, the EPA took into account, in addition to such other factors as justice may require, the size of the businesses, the economic impact of the penalty on the businesses, the violators' full compliance history and good faith efforts to comply, the duration of the violations as established by any credible evidence, payment by the violators of penalties previously assessed for the same violations, the economic benefit of noncompliance, and the seriousness of the violations. 42 U.S.C. § 7413(e)(1).

30. Penalty Payment. Respondents agree to:

- a. pay the civil penalty of one hundred and ten thousand dollars (\$110,000) to the United States within 30 calendar days of the Effective Date of this Consent Agreement; and
- b. pay the civil penalty using any method, or combination of methods, provided on the website <http://www2.epa.gov/financial/additional-instructions-making-payments-epa>, and identifying each and every payment with "Docket No. []." Within 24 hours of payment of the civil penalty, send proof of payment to Alex North at [north.alexis@epa.gov](mailto:north.alexis@epa.gov) ("proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment,



confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to the EPA requirements, in the amount due, and identified with “Docket No. [ ]”).]

31. If Respondents fail to timely pay any portion of the civil penalty assessed under this Consent Agreement, the EPA may:
- a. request the Attorney General bring a civil action in an appropriate district court to recover: the amount assessed; interest at rates established pursuant to 26 U.S.C. § 6621(a)(2); the United States’ enforcement expenses; and a 10 percent quarterly nonpayment penalty, 42 U.S.C. § 7413(d)(5);
  - b. refer the debt to a credit reporting agency or a collection agency, 42 U.S.C. § 7413(d)(5), 40 C.F.R. §§ 13.13, 13.14, and 13.33;
  - c. collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. part 13, subparts C and H; and
  - d. suspend or revoke Respondents’ licenses or other privileges, or suspend or disqualify Respondents from doing business with the EPA or engaging in programs the EPA sponsors or funds, 40 C.F.R. § 13.17.
32. By signing this Consent Agreement, Respondents acknowledge that this Consent Agreement will be available to the public and agree that this Consent Agreement does not contain any confidential business information or personally identifiable information.
33. By signing this Consent Agreement, the undersigned representative of Complainant and the undersigned representatives of Respondents each certify that he or she is fully authorized to execute and enter into the terms and conditions of this Consent Agreement and has the legal capacity to bind the Party he or she represents to this Consent Agreement.
34. By signing this Consent Agreement, Respondents certify that the information they have supplied concerning this matter was at the time of submission true, accurate, and complete for each such submission, response, and statement. Respondents acknowledge that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.
35. Except as qualified by paragraph 31, each Party shall bear its own attorney’s fees, costs, and disbursements incurred in this proceeding.

## **VII. EFFECT OF CONSENT AGREEMENT**

36. Respondents’ full compliance with this Consent Agreement shall only resolve Respondents’ liability for federal civil penalties for the violations and facts specifically alleged above. 40 C.F.R. § 22.18(c).



37. Any violation of this Consent Agreement may result in civil judicial action for an injunction or civil penalties of up to \$95,284 per day per violation, or both, as provided in section 113(b)(2) of the Act, 42 U.S.C § 7413(b)(2), and 40 C.F.R. part 19, as well as criminal sanctions as provided in section 113(c) of the Act, 42 U.S.C § 7413(c). The EPA may use any information submitted under this Consent Agreement in an administrative, civil, judicial, or criminal action.
38. Penalties paid pursuant to this Consent Agreement shall not be deductible for purposes of federal taxes. 28 U.S.C. § 162(f).
39. This Consent Agreement constitutes the entire agreement and understanding of the Parties and supersedes any prior agreements or understandings, whether written or oral, among the Parties with respect to the subject matter of this Consent Agreement.
40. The terms of this Consent Agreement may not be modified or amended except upon the written agreement of all Parties, and approval of the Regional Judicial Officer.
41. This Consent Agreement may be signed in any number of counterparts, each of which will be deemed an original and, when taken together, constitute one agreement; the counterparts are binding on each of the Parties individually as fully and completely as if the Parties had signed a single instrument, so that the rights and liabilities of the Parties will be unaffected by the failure of any of the undersigned to execute any or all of the counterparts; any signature page and any copy of a signed signature page may be detached from any counterpart and attached to any other counterpart of this Consent Agreement.
42. Nothing in this Consent Agreement shall relieve Respondents of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.
43. Nothing herein shall be construed to limit the power of the EPA to undertake any action against the Respondents or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.
44. From the Effective Date of this Agreement until the civil penalty is paid in full, the provisions of this Consent Agreement shall apply to and be binding upon Respondents and their successors and assigns. Until the penalty is paid in full, Respondents must give written notice and a copy of this Consent Agreement to any successors in interest prior to any transfer of ownership or control of any portion of or interest in Halcón Resources Corporation or Halcón Holdings, Inc. Simultaneously with such notice, Respondents shall provide written notice of such transfer, assignment, or delegation to the EPA. In the event of any such transfer, assignment, or delegation prior to payment of the penalty, Respondents shall not be released from the obligations or liabilities of this Consent Agreement unless the EPA has provided written approval of the release of said obligations or liabilities.

**VIII. EFFECTIVE DATE**

45. Respondents and Complainant agree to issuance of a Final Order ratifying this Consent Agreement. Upon filing, the EPA will transmit a copy of the filed Consent Agreement to Respondents. This Consent Agreement and subsequently issued Final Order shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Hearing Clerk.

The foregoing Consent Agreement in the Matter of Halcón Resources Corporation and Halcón Holdings, Inc., is Hereby Stipulated, Agreed to and Approved.

FOR THE RESPONDENT HALCÓN RESOURCES CORPORATION:

  
\_\_\_\_\_  
NAME, TITLE  
EVP + Chief Legal Officer

8.20.18  
\_\_\_\_\_  
Date

The foregoing Consent Agreement in the Matter of Halcón Resources Corporation and Halcón Holdings, Inc., is Hereby Stipulated, Agreed to and Approved.

FOR THE RESPONDENT HALCÓN HOLDINGS, INC.:



NAME, TITLE

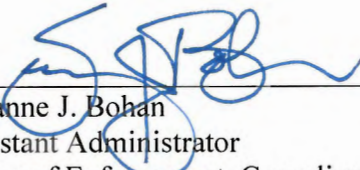
EVP + Chief Legal Officer

8.20.18

Date

The foregoing Consent Agreement In the Matter of Halcón Resources Corporation and Halcón Holdings, Inc., is Hereby Stipulated, Agreed to and Approved.

FOR COMPLAINANT

  
\_\_\_\_\_  
Suzanne J. Bohan  
Assistant Administrator  
Office of Enforcement, Compliance and  
Environmental Justice

9/12/18  
\_\_\_\_\_  
Date

**Appendix A**  
**In the Matter of Halcón Resources Corporation and Halcón Holdings, Inc.**

| Date of Inspection | Well Pad/Well Site(s)                           |
|--------------------|---|
| 9/19/2017          | (Sneffels Pad) FORT BERTHOLD 148-94-35C-26-5H   |
|                    | FORT BERTHOLD 148-94-35C-26-3H                  |
|                    | FORT BERTHOLD 148-94-35C-26-4H                  |
|                    | FORT BERTHOLD 147-94-2B-11-3H                   |
|                    | FORT BERTHOLD 147-94-2B-11-4H                   |
|                    | FORT BERTHOLD 147-94-2B-11-5H                   |
| 9/19/2017          | (Maroon Pad) FORT BERTHOLD 152-93-7D-6-1H       |
|                    | FORT BERTHOLD 152-93-7D-6-2H                    |
|                    | FORT BERTHOLD 152-93-7D-6-3H                    |
|                    | FORT BERTHOLD 152-93-7D-6-4H                    |
| 9/19/2017          | (Tabeguache Pad) FORT BERTHOLD 148-94-27C-22-3H |
|                    | FORT BERTHOLD 148-94-27C-22-4H                  |
|                    | FORT BERTHOLD 148-94-27C-22-6H                  |
|                    | FORT BERTHOLD 148-94-27C-22-7H                  |
|                    | FORT BERTHOLD 148-94-27C-22-8H                  |

**Appendix B**  
**In the Matter of Halcón Resources Corporation and Halcón Holdings, Inc.**

| Date of Inspection | Well Pad/Well Site(s)                           |
|--------------------|---|
| 9/19/2017          | (Vermejo Pad) FORT BERTHOLD 152-93-7C-6-10H     |
|                    | FORT BERTHOLD 152-93-7C-6-11H                   |
|                    | FORT BERTHOLD 152-93-7C-6-12H                   |
|                    | FORT BERTHOLD 152-93-7C-6-13H                   |
|                    | FORT BERTHOLD 152-93-7C-6-14H                   |
|                    | FORT BERTHOLD 152-93-7C-6-5H                    |
|                    | FORT BERTHOLD 152-93-7C-6-6H                    |
|                    | FORT BERTHOLD 152-93-7C-6-7H                    |
|                    | FORT BERTHOLD 152-93-7C-6-8H                    |
|                    | FORT BERTHOLD 152-93-7C-6-9H                    |
| 9/19/2017          | (Atlantic Pad) FORT BERTHOLD 147-94-3A-10-10H   |
|                    | FORT BERTHOLD 147-94-3A-10-12H                  |
|                    | FORT BERTHOLD 147-94-3A-10-1H                   |
|                    | FORT BERTHOLD 147-94-3A-10-6H                   |
| 9/19/2017          | (Wilson Pad) FORT BERTHOLD 148-94-33D-28-4H     |
|                    | FORT BERTHOLD 148-94-33D-28-5H                  |
|                    | FORT BERTHOLD 148-94-33D-28-6H                  |
|                    | FORT BERTHOLD 148-94-33D-28-7H                  |
| 9/19/2017          | (Princeton Pad) FORT BERTHOLD 148-94-33C-28-10H |
|                    | FORT BERTHOLD 148-94-33C-28-9H                  |
|                    | FORT BERTHOLD 148-94-33C-28-8H                  |
|                    | FORT BERTHOLD 148-94-33C-28-3H                  |
| 9/19/2017          | (Grizzly Pad) FORT BERTHOLD 148-94-19D-18-1H    |
|                    | FORT BERTHOLD 148-94-19D-18-2H                  |
|                    | FORT BERTHOLD 148-94-30A-31-1H                  |
|                    | FORT BERTHOLD 148-94-30A-31-2H                  |
| 11/11/2015         | (Sherman Pad) Fort Berthold 148-94-17C-8-3H     |
|                    | Fort Berthold 148-94-17C-8-4H                   |
|                    | Fort Berthold 148-94-17C-8-5H                   |
|                    | Fort Berthold 148-94-17C-8-6H                   |
|                    | Fort Berthold 148-94-17C-8-7H                   |
| 11/11/2015         | (Fletcher Pad) Fort Berthold 148-94-17D-8-13H   |
|                    | Fort Berthold 148-94-17D-8-12H                  |
|                    | Fort Berthold 148-94-17D-8-1H                   |
|                    | Fort Berthold 148-94-17D-8-2H                   |
| 11/11/2015         | (Oxford Pad) Fort Berthold 148-94-21A-20-1H     |
|                    | Fort Berthold 148-94-21A-20-2H                  |
|                    | Fort Berthold 148-94-21A-20-3H                  |



**CERTIFICATE OF SERVICE**

The undersigned certifies that the original of the attached **COMBINED COMPLAINT AND CONSENT AGREEMENT AND FINAL ORDER** in the matter of **HALCÓN RESOURCES CORPORATION AND HALCÓN HOLDINGS, INC.; DOCKET NO.: CAA-08-2018-0010** was filed with the Regional Hearing Clerk on September 17, 2018.

Further, the undersigned certifies that a true and correct copy of the documents were emailed to, Jessica Portmess, Enforcement Attorney. True and correct copies of the aforementioned documents were placed in the United States mail certified/return receipt on September 17, 2018, to:

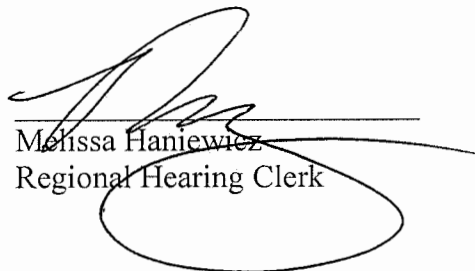
Respondent

Halcón Resources Corporation and Halcón Holdings, Inc.  
1000 Louisiana Street, Suite 1500  
Austin, Texas 78701

And emailed to:

Jessica Chalifoux  
U. S. Environmental Protection Agency  
Cincinnati Finance Center  
26 W. Martin Luther King Drive (MS-0002)  
Cincinnati, Ohio 45268

September 17, 2018

  
Melissa Haniewicz  
Regional Hearing Clerk