

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

FILED

May 19, 2025

3:10 pm

**U.S. EPA REGION 4
HEARING CLERK**

In the Matter of:

Continental Tire the Americas, LLC

Docket No. **TSCA-04-2024-6011(b)**

Respondent.

CONSENT AGREEMENT

I. NATURE OF ACTION

1. This is an administrative penalty assessment proceeding brought under Section 16(a) of the Toxic Substances Control Act (TSCA or the Act), 15 U.S.C. § 2615(a), and Sections 22.13(b) 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 Title 40 of the Code of Federal Regulations (C.F.R.), Part 22.
2. This Consent Agreement and the attached Final Order shall collectively be referred to as the CAFO.
3. Having found that settlement is consistent with the provisions and objectives of the Act and applicable regulations, the Parties have agreed to settle this action pursuant to 40 C.F.R. § 22.18 and consent to the entry of this CAFO without Respondent's admission of violation or adjudication of any issues of law or fact herein.

II. PARTIES

4. Complainant is the Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (EPA), Region 4, who has been delegated the authority on behalf of the Administrator of the EPA to enter into this CAFO pursuant to 40 C.F.R. Part 22 and Section 16(a) of TSCA, 15 U.S.C. § 2615(a).
5. Respondent is Continental Tire the Americas, LLC, a limited liability company doing business in the State of South Carolina. This proceeding pertains to Respondent's facility located at 1830 MacMillan Park Drive, Fort Mill, South Carolina 29707 (Facility).

III. GOVERNING LAW

6. Section 8(b) of TSCA, 15 U.S.C. § 2607(b), requires the EPA to compile, keep current, and publish a list of each chemical substance that is manufactured or processed, including imports, in the United States for uses under TSCA. The list is commonly known as the “TSCA Inventory” but is also referred to as the TSCA “Master Inventory File” as defined in 40 C.F.R. § 711.3.
7. Pursuant to Section 15 of TSCA, 15 U.S.C. § 2614, it is unlawful for any person to fail or refuse to comply with any rule or order promulgated pursuant to Sections 5 and 8 of TSCA, 15 U.S.C. §§ 2604 and 2607, and to fail or refuse to establish or maintain records, submit reports, notices, or other information, or permit access to or copying of records, as required by TSCA or a rule promulgated thereunder.
8. Pursuant to Section 8(a) of TSCA, 15 U.S.C. § 2607(a), the EPA promulgated rules pertaining to Chemical Data Reporting (CDR) found at 40 C.F.R. Part 711. Pursuant to 40 C.F.R. § 711.3, the definitions specified in 40 C.F.R. § 711.3, and the definitions in Section 3 of TSCA, apply to 40 C.F.R. Part 711. In addition, the definitions in 40 C.F.R. § 704.3 also apply to 40 C.F.R. Part 711, except the definitions of “manufacture” and “manufacturer” found in 40 C.F.R. § 704.3.
9. The term “person” is defined in 40 C.F.R. § 704.3, to include any individual, firm, company, corporation, joint venture, partnership, sole proprietorship, association, or any other business entity; any State or political subdivision thereof; any municipality; any interstate body; and any department, agency, or instrumentality of the Federal Government.
10. The term “importer” is defined in 40 C.F.R. § 704.3, to mean any person who imports any chemical substance or any chemical substance as part of a mixture or article into the customs territory of the United States.
11. The term “import” is defined in 40 C.F.R. § 704.3, to mean to import for commercial purposes.
12. The term “import for commercial purposes” is defined in 40 C.F.R. § 704.3, to mean to import with the purpose of obtaining an immediate or eventual commercial advantage for the importer and includes the importation of any amount of a chemical substance or mixture.
13. The term “manufacturer” is defined in 40 C.F.R. § 711.3, to mean a person who imports, produces, or manufactures a chemical substance.
14. The term “manufacture” is defined in 40 C.F.R. § 711.3, to mean to manufacture for commercial purposes.
15. The term “manufacture for commercial purposes” is defined in 40 C.F.R. § 704.3, to mean to import, produce, or manufacture with the purpose of obtaining an immediate or eventual commercial advantage for the manufacturer, and includes among other things, such “manufacture” of any amount of a chemical substance or mixture: (i) for commercial distribution, including for test marketing; or (ii) for use by the manufacturer, including use for product research and development, or as an intermediate.

16. Pursuant to 40 C.F.R. §§ 711.8(a) and 711.20, any person who manufactured (including imported) for commercial purposes 25,000 pounds or more of a chemical substance described in 40 C.F.R. § 711.5, at any single site owned or controlled by that person, in any of the calendar years 2016, 2017, 2018, or 2019, is subject to the CDR requirements for the 2020 submission period.
17. Pursuant to 40 C.F.R. § 711.5, any chemical substance that is in the TSCA Master Inventory File at the beginning of a submission period described in 40 C.F.R. § 711.20 must be reported pursuant to the CDR requirements under Section 8(a) of TSCA and 40 C.F.R. Part 711, unless the chemical substance is specifically excluded by 40 C.F.R. § 711.6.
18. As referenced in 40 C.F.R. § 711.15, any person who is subject to 40 C.F.R. § 711.8 must submit the information described in 40 C.F.R. § 711.15(a) for each chemical substance described in 40 C.F.R. § 711.5 that the person manufactured (including imported) for commercial purposes in an amount of 25,000 pounds (11,340 kilograms (kgs)) or more, or in an amount of 2,500 pounds (1,134 kgs) or more for chemical substances subject to the rules, orders, or actions described in 40 C.F.R. § 711.8(b), at any one site during any calendar year since the last principal reporting year.
19. The term “principal reporting year” is defined in 40 C.F.R. § 711.3, to mean the latest complete calendar year preceding the submission period.
20. Pursuant to 40 C.F.R. § 711.15(b)(3)(iii), for the principal reporting year only, the total annual domestically manufactured volume (not including imported volume) and the total annual imported volume must be separately reported. These amounts must be reported to two significant figures of accuracy.
21. Pursuant to 40 C.F.R. § 711.20, the 2020 submission period ran from June 1, 2020, until January 29, 2021, and 2020 CDR Reports were required to have been submitted to the EPA during that time period.
22. Pursuant to Section 5(a)(1) of TSCA, 15 U.S.C. § 2604(a)(1), and 40 C.F.R. §§ 720.22 and 720.40(b), any person who intends to manufacture a new chemical substance in the United States for commercial purposes must submit a premanufacturing notice (“PMN”) at least 90 calendar days before the manufacture or import of the new chemical substance for commercial purposes begins, unless the substance is excluded under 40 C.F.R. § 720.30 or exempted at 40 C.F.R. Part 723.
23. Pursuant to 40 C.F.R. § 720.3(v) and 40 C.F.R. § 720.25(a), a chemical substance that is not listed on the TSCA Inventory is classified as a new chemical substance.
24. Pursuant to 40 C.F.R. § 720.120(b), a person who manufactures a new chemical substance before a notice is submitted and the notice review period expires is in violation of Section 15 of the Act even if that person was not required to submit the notice under 40 C.F.R. § 720.22.

25. Pursuant to 40 C.F.R. § 720.22(a), any person who intends to manufacture a new chemical substance in the United States for commercial purposes must submit a notice unless the substance is excluded under 40 C.F.R. § 720.30.
26. Pursuant to 40 C.F.R. § 720.22(b), any person who intends to import a new chemical substance into the United States for commercial purposes must submit a notice, unless the substance is excluded under 40 C.F.R. § 720.30 or unless the substance is imported as part of an article.
27. Any information Respondent has claimed as Confidential Business Information which may support or form the basis for this CAFO has been intentionally redacted. To determine the identity of the chemical substances referenced in this CAFO or to identify any other information designated as CBI, Respondent and/or Complainant should refer to the Opportunity to Show Cause letter dated August 10, 2023, sent to Respondent identifying potential violations of TSCA and notifying Respondent of the opportunity to show cause why the EPA should not proceed with an enforcement action.

IV. FINDINGS OF FACTS

28. Respondent is a “person” and an “importer” of chemicals as defined in 40 C.F.R. § 704.3.
29. On November 15, 2022, and December 19, 2022, Respondent voluntarily submitted certain records to the EPA at the request of the EPA in lieu of the EPA conducting an on-site inspection of Respondent’s Facility pursuant to Section 11 of TSCA, 15 U.S.C. § 2610.
30. On August 10, 2023, after reviewing the records submitted by Respondent, the EPA issued Respondent an Opportunity to Show Cause letter alleging that Respondent had potentially violated Sections 5, 8, and 15 of TSCA, 15 U.S.C. §§ 2604, 2607, and 2614 by failing to comply with the PMN and CDR requirements found in 40 C.F.R. Parts 720 and 711, respectively. On September 25, 2023, Respondent provided additional information to the EPA in response to the Opportunity to Show Cause letter.

Chemical Data Reporting for Chemicals B, C, D, E, F, G, H, I, J, K, L, P, and R [CBI Deleted]

31. The records submitted by Respondent included import records which revealed that Respondent imported a reportable quantity (greater than 25,000 pounds) of Chemicals B, C, D, E, F, G, H, I, J, K, L, P, and R for commercial purposes in 2019.
32. Chemicals B, C, D, E, F, G, H, I, J, K, L, P, and R were in the TSCA Master Inventory File at the beginning of a submission period described in 40 C.F.R. § 711.20 and are not exempted from the CDR reporting requirements by 40 C.F.R. § 711.6.
33. Pursuant to 40 C.F.R. § 711.15, Respondent was required to submit a 2020 CDR Report to the EPA for reportable chemical substances that were manufactured (including imported) for commercial purposes in quantities greater than 25,000 pounds in calendar years 2016, 2017, 2018, and 2019 by no later than the end of the 2020 CDR submission period, which was January 29, 2021. Chemicals B, C, D, E, F, G, H, I, J, K, L, P, and R are reportable chemical

substances imported by Respondent during the 2020 CDR submission period (2016-2019) and are therefore subject to the 2020 CDR reporting requirements.

34. Respondent did not submit a CDR Report for Chemicals B, C, D, E, F, G, H, I, J, K, L, P, and R by January 29, 2021, the end of the 2020 CDR submission period. On March 28, 2025, Respondent submitted a 2020 CDR Report for Chemicals B, C, D, E, F, G, H, I, J, K, L, P, and R.

Chemical Data Reporting for Chemicals U, V, and W [CBI Deleted]

35. Respondent imported a reportable quantity (greater than 25,000 pounds) of Chemicals U, V, and W to its Facility in Fort Mill, South Carolina for commercial purposes in 2019 and shipped them to its Mount Vernon, Illinois plant.
36. During the 2020 CDR submission period, Respondent submitted to the EPA a 2020 CDR Report for Chemicals U, V, and W that were imported and then shipped from its Fort Mill, South Carolina Facility to its plant in Mount Vernon, Illinois.
37. Pursuant to 40 C.F.R. § 711.15(b)(3)(iii), the total annual domestic manufactured volume (not including imported volume) and the total annual imported volume must be reported separately. These amounts must be reported to two significant figures of accuracy. Import records for 2019 provided by Respondent were compared to Respondent's 2020 CDR Report and revealed that the import volumes of Chemicals U, V, and W were under-reported in the CDR Report (not reported to two significant figures of accuracy).

Premanufacture Notices for Chemicals S and T [CBI Deleted]

38. The information submitted by Respondent established that Respondent had imported Chemicals S and T for commercial purposes in 2018 but failed to submit PMNs at least 90 calendar days before the first date of import of these chemicals for commercial purposes in 2018, and that Respondent imported these chemicals on 10 occasions in 2018 and 2019 for commercial purposes.
39. At the time Respondent imported Chemicals S and T in 2018 and 2019, the chemical substances were not included in the TSCA Inventory, and therefore were "new chemical substances" pursuant to 40 C.F.R. § 720.3(v). At the time of import, Chemicals S and T were neither excluded under 40 C.F.R. § 720.30 nor exempted pursuant to 40 C.F.R. Part 723.

V. ALLEGED VIOLATIONS

40. Based on the EPA's investigation, including a review of Respondent's records as set forth above, the EPA alleges that Respondent failed to:
- a. Submit a 2020 CDR Report for Chemicals B, C, D, E, F, G, H, I, J, K, L, P, and R during the 2020 CDR submission period which ended on January 29, 2021, in violation of 40 C.F.R. § 711.15, and Sections 8 and 15 of TSCA, 15 U.S.C. §§ 2607 and 2614;

- b. Submit import volumes of Chemicals U, V, and W to two significant figures of accuracy in its 2020 CDR Report, in violation of 40 C.F.R. § 711.15(b)(3)(iii), and Sections 8 and 15 of TSCA, 15 U.S.C. §§ 2607 and 2614; and
- c. Submit a PMN at least 90 calendar days before importing Chemicals S and T, new chemical substances, in violation of 40 C.F.R. §§ 720.22, 720.40(b), and 720.120(b), and Sections 5(a)(1) and 15 of TSCA, 15 U.S.C. §§ 2604(a)(1) and 2614.

VI. STIPULATIONS

41. Pursuant to 40 C.F.R. § 22.13(b), the issuance of this CAFO simultaneously commences and concludes this proceeding.

42. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:

- a. admits that the EPA has jurisdiction over the subject matter alleged in this CAFO;
- b. neither admits nor denies the specific factual allegations set forth in Section IV (Findings of Facts) of this CAFO;
- c. consents to the assessment of a civil penalty as stated below;
- d. consents to the conditions specified in this CAFO;
- e. waives any right to contest the allegations set forth in Section V (Alleged Violations) of this CAFO; and
- f. waives its rights to appeal the Final Order accompanying this CAFO.

43. For the purpose of this proceeding, Respondent:

- a. agrees that this CAFO states a claim upon which relief may be granted against Respondent;
- b. acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
- c. waives any rights it 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 CAFO, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action;
- d. waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during any discussions with, or to be served with and reply to, any memorandum or communication addressed to EPA officials where the purpose of such discussion,

memorandum, or communication is to persuade such official to accept and issue this CAFO;

- e. waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the Final Order accompanying this Consent Agreement;
- f. by executing this CAFO, certifies to the best of its knowledge that Respondent is currently in compliance with all relevant requirements of the Act and its implementing regulations, and that all violations alleged herein, which are neither admitted nor denied, have been corrected; and
- g. agrees to comply with the terms of this CAFO.

44. In accordance with 40 C.F.R. § 22.5, the individuals named in the Certificate of Service are authorized to receive service related to this proceeding and the Parties agree to receive service by electronic means.

VII. TERMS OF PAYMENT

45. Respondent consents to the payment of a civil penalty, which was calculated in accordance with the Act, in the amount of **FOUR HUNDRED-FIFTEEN THOUSAND DOLLARS (\$415,000.00)**, which is to be paid within thirty (30) days of the Effective Date of this CAFO.
46. Respondent shall pay the civil penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the following EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. In addition, Respondent shall identify every payment with Respondent's name and the docket number of this CAFO, Docket No. **TSCA-04-2024-6011(b)**.
47. Respondent shall send proof of payment electronically, within twenty-four (24) hours of payment of the civil penalty, to:

Regional Hearing Clerk
U.S. EPA, Region 4
R4_Regional_Hearing_Clerk@epa.gov

and

Gopal Timsina
Chemical Safety and Land Enforcement Branch
Enforcement and Compliance Assurance Division
U.S. EPA, Region 4
timsina.gopal@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
CINWD_AcctsReceivable@epa.gov

48. “Proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or Automated Clearing House transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the Facility name and Docket No. TSCA-04-2024-6011(b).
49. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to remit the civil penalty as agreed to herein, the EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the costs of processing and handling the delinquent claim. Accordingly, the EPA may require Respondent to pay the following amounts on any amount overdue:
- a. Interest. Interest will begin to accrue on the civil penalty from the Effective Date of this CAFO. If the civil penalty is paid within thirty (30) days of the Effective Date of this CAFO, interest is waived. However, if the civil penalty is not paid in full within thirty (30) days of the Effective Date of this CAFO, interest will continue to accrue on any unpaid portion until the unpaid portion of the civil penalty and accrued interest are paid. Interest will be assessed at the rate of the United States Treasury tax and loan rate, as established by the Secretary of the Treasury, in accordance with 31 U.S.C. § 3717(a)(1), 31 C.F.R. § 901.9(b)(2), and 40 C.F.R. § 13.11(a).
 - b. Non-Payment Penalty. On any portion of a civil penalty more than ninety (90) days past due, Respondent must pay a non-payment penalty of not more than six percent (6%) per annum, which will accrue from the date the penalty payment became due and is not paid, as provided in 31 U.S.C. § 3717(e)(2) and 31 C.F.R. § 901.9(d). This non-payment penalty is in addition to charges which accrue or may accrue under subparagraphs (a) and (c) and will be assessed monthly. 40 C.F.R. § 13.11(c).
 - c. Monthly Handling Charge. Respondent must pay a late payment handling charge to cover the administrative costs of processing and handling the delinquent claim, based on either actual or average costs incurred. 31 C.F.R. § 901.9(c) and 40 C.F.R. § 13.11(b). Administrative costs will be assessed monthly throughout the period the debt is overdue except as provided by 40 C.F.R. § 13.12.
50. In addition to what is stated in the prior Paragraph, if Respondent fails to timely pay any portion of the penalty assessed under this CAFO, the EPA may:
- a. refer the debt to a credit reporting agency or a collection agency (see 40 C.F.R. §§ 13.13 and 13.14);

- b. 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 (see 40 C.F.R. Part 13, Subparts C and H);
- c. suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds (see 40 C.F.R. § 13.17); and/or
- d. refer the debt to the Department of Justice for litigation (see 40 C.F.R. § 13.33).

51. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

52. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, the EPA is required to send to the Internal Revenue Service (IRS) annually, a completed Form 1098-F ("Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate amount that the EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law or the investigation or inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to come "into compliance with a law." The EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number (TIN) as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. In order to provide the EPA with sufficient information to enable it to fulfill these obligations, the EPA herein requires, and Respondent herein agrees, that:

- a. Respondent shall complete an IRS Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- b. Respondent shall therein certify that its completed IRS Form W-9 includes Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN;
- c. Respondent shall email its completed Form W-9 to EPA Region 4's Cincinnati Finance Center contact, Jessica Henderson (Henderson.Jessica@epa.gov), on or before the date that Respondent's initial penalty payment is due, pursuant to Paragraph 45 of this CAFO, and the EPA recommends encrypting Form W-9 email correspondence; and
- d. In the event that Respondent has certified in its completed IRS Form W-9 that it has applied for a TIN and that TIN has not been issued to Respondent within thirty (30) days after the Effective Date of this CAFO, then Respondent, using the same email address identified in the preceding sub-paragraph, shall further:

- i. notify the EPA's Cincinnati Finance Center of this fact, via email, by the date noted above; and
- ii. provide the EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's issuance and receipt of the TIN.

VIII. EFFECT OF CAFO

53. In accordance with 40 C.F.R. § 22.18(c), Respondent's full compliance with this CAFO shall only resolve Respondent's liability for federal civil penalties for the violations and facts specifically alleged in Sections IV and V above.
54. In accordance with 40 C.F.R. § 22.18(c), full payment of the civil penalty, as provided in Section VII (Terms of Payment) shall satisfy the requirements of this CAFO but shall not, in any case, affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.
55. Nothing in this CAFO shall relieve Respondent 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, except as expressly provided herein.
56. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to an imminent hazard as authorized under Section 7 of the Act.
57. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both Parties, and approval of the Regional Judicial Officer.
58. The provisions of this CAFO shall apply to and be binding upon Respondent and its successors and assigns. Respondent shall direct its officers, directors, employees, agents, trustees, and authorized representatives to comply with the provisions of this CAFO, as appropriate.
59. Any change in the legal status of Respondent, or change in ownership, partnership, corporate or legal status relating to the Facility, will not in any way alter Respondent's obligations and responsibilities under this CAFO.
60. By signing this Consent Agreement, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential information under Section 14 of TSCA, 15 U.S.C. § 2613, and 40 C.F.R. Part 2 and the Freedom of Information Act (FOIA), or personally identifiable information.
61. By signing this Consent Agreement, the Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party he or she represents to this CAFO.

62. By signing this Consent Agreement, both Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.
63. By signing this Consent Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and continues to be, true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges 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.
64. The EPA also reserves the right to revoke this CAFO and settlement penalty if and to the extent that the EPA finds, after signing this CAFO, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA. If such false or inaccurate material was provided, the EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.
65. It is the intent of the Parties that the provisions of this CAFO are severable. If any provision or authority of this CAFO or the application of this CAFO to any party or circumstances is held by any judicial or administrative authority to be invalid or unenforceable, the application of such provisions to other party or circumstances and the remainder of the CAFO shall remain in force and shall not be affected thereby.
66. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

IX. EFFECTIVE DATE

67. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Regional Hearing Clerk.

[Remainder of the Page Intentionally Left Blank]

Complainant and Respondent will Each Sign on Separate Pages]

The foregoing Consent Agreement In the Matter of **Continental Tire the Americas, LLC**, Docket No. **TSCA-04-2024-6011(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

Stephen Artell 4/30/25
Signature Date

Printed Name: STEPHEN ARTELL

Title: OUTSIDE COUNSEL - CONTINENTAL TIRE

Address: Thompson Hine LLP, 10050 Innovation Drive, Suite 400, Miamisburg, OH 45342

The foregoing Consent Agreement In the Matter of **Continental Tire the Americas, LLC**, Docket No. **TSCA-04-2024-6011(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

Keriema S. Newman
Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

In the Matter of:

Continental Tire the Americas, LLC

Respondent.

Docket No. **TSCA-04-2024-6011(b)**

FINAL ORDER

The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b)(3). The foregoing Consent Agreement is, therefore, hereby approved, ratified, and incorporated by reference into this Final Order in accordance with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, 40 C.F.R. Part 22.

Respondent is hereby ORDERED to comply with all of the terms of the foregoing Consent Agreement effective immediately upon filing of this Consent Agreement and Final Order with the Regional Hearing Clerk. This Final Order disposes of this matter pursuant to 40 C.F.R. §§ 22.18 and 22.31.

BEING AGREED, IT IS SO ORDERED.

Tanya Floyd
Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, In the Matter of **Continental Tire the Americas, LLC**, Docket No. **TSCA-04-2024-6011(b)**, were filed and copies of the same were emailed to the Parties as indicated below.

Via email to all Parties at the following email addresses:

To Respondent: Stephen J. Axtell
 Partner
 Thompson Hine LLP
 steve.axtell@thompsonhine.com
 937-443-6877

To EPA: Gopal Timsina
 Case Development Officer
 timsina.gopal@epa.gov
 404-562-9017

 Ximena Vasquez
 Attorney
 vasquez.maria-ximena@epa.gov
 404-562-9548

 Robert Caplan
 Senior Attorney
 caplan.robert@epa.gov
 404-562-9520

Regional Hearing Clerk
R4_Regional_Hearing_Clerk@epa.gov