



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD

CHICAGO, IL 60604-3590

SEP 22 2017

REPLY TO THE ATTENTION OF:

VIA E-MAIL: dmeezan@kmcllaw.com

David M. Meezan, Esq.  
Kazmarek Mowrey Cloud Laseter LLP  
1230 Peachtree Street N.E., Suite 3600  
Atlanta, GA 30309

Dear Mr. Meezan:

Enclosed is a file-stamped Consent Agreement and Final Order (CAFO) which resolves Rubbermaid Incorporated and Ignite USA, LLC, docket no. CAA-05-2017-0040. As indicated by the filing stamp on its first page, we filed the CAFO with the Regional Hearing Clerk on September 22, 2017.

Pursuant to paragraph 36 of the CAFO, Rubbermaid Incorporated and Ignite USA, LLC must pay the civil penalty within 30 days of the filing date. Your payment must display the case name and case docket number.

Please direct any questions regarding this case to Josh Zaharoff, Associate Regional Counsel, at 312-886-4460.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan A. Frank".

Nathan A. Frank, Chief  
Air Enforcement and Compliance Assurance Section (IL/IN)

Enclosure

cc: Ann Coyle, Regional Judicial Officer/C-14J  
Regional Hearing Clerk/E-19J  
Josh Zaharoff/C-14J  
Beverly Spagg, EPA Region 4

Consent Agreement and Final Order

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5

In the Matter of:

Rubbermaid Incorporated, and  
Ignite USA, LLC  
Atlanta, Georgia,

Respondents.



Docket No. CAA-05-2017-0040

Proceeding to Assess a Civil Penalty  
Under Section 113(d) of the Clean Air Act,  
42 U.S.C. § 7413(d)

Consent Agreement and Final Order

Preliminary Statement

1. This is an administrative action commenced and concluded under Section 113(d) of the Clean Air Act (the CAA), 42 U.S.C. § 7413(d), and Sections 22.1(a)(2), 22.13(b) and 22.18(b)(2) and (3) 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 Director of the Air and Radiation Division, U.S. Environmental Protection Agency (EPA), Region 5.

3. Respondents are Rubbermaid Incorporated (Rubbermaid), an Ohio corporation, and Ignite USA, LLC (Ignite), an Illinois limited liability company, (collectively Respondents).

4. Where the parties agree to settle one or more causes of action before the filing of a complaint, the administrative action may be commenced and concluded simultaneously by the issuance of a consent agreement and final order (CAFO). 40 C.F.R. § 22.13(b).

5. The parties agree that settling this action without the filing of a complaint or the adjudication of any issue of fact or law is in their interest and in the public interest.

6. Respondents consent to the assessment of the civil penalty specified in this CAFO

and to the terms of this CAFO.

**Jurisdiction and Waiver of Right to Hearing**

7. Respondents admit the jurisdictional allegations in this CAFO and neither admit nor deny the factual allegations and alleged violations in this CAFO.

8. Respondents waive their right to request a hearing as provided at 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO, and their right to appeal this CAFO.

**Statutory and Regulatory Background**

9. Under Section 611 of the CAA, EPA promulgated the requirements for the Labeling of Products Using Ozone-Depleting Substances (Labeling Requirements), found in the Code of Federal Regulations at 40 C.F.R. §§ 82.100 through 82.124.

10. The Labeling Requirements, at 40 C.F.R. § 82.102(b), establish January 1, 2015 as the date by which the requirements of the subpart apply to all products containing a class II substance.

11. The Labeling Requirements, at 40 C.F.R. § 82.104(b), state *Class II substance* means any substance designated as class II in 40 C.F.R. part 82, appendix A to subpart A, including hydrochlorofluorocarbons and any other substance so designated by the Agency at a later date.

12. The Labeling Requirements, at 40 C.F.R. § 82.104(l), state *Import* means to land on, bring into, or introduce into, or attempt to land on, bring into, or introduce into any place subject to the jurisdiction of the United States whether or not such landing, bringing, or introduction constitutes an importation within the meaning of the customs laws of the United States, with the exception of temporary off-loading of products manufactured with or containers containing class I or class II substances from a ship are used for servicing of that ship.

13. The Labeling Requirements, at 40 C.F.R. § 82.104(m), state *Importer* means any person who imports a controlled substance, a product containing a controlled substance, a product manufactured with a controlled substance, or any other chemical substance (including a chemical substance shipped as part of a mixture or article), into the United States. “Importer” includes the person primarily liable for the payment of any duties on the merchandise or an authorized agent acting on his or her behalf. The term also includes, as appropriate:

- (1) The consignee;
- (2) The importer of record;
- (3) The actual owner if an actual owner's declaration and superseding bond has been filed; or
- (4) The transferee, if the right to draw merchandise in a bonded warehouse has been transferred.

14. The Labeling Requirements, at 40 C.F.R. § 82.104(n), state *Interstate commerce* means the distribution or transportation of any product between one state, territory, possession or the District of Columbia, and another state, territory, possession or the District of Columbia, or the sale, use or manufacture of any product in more than one state, territory, possession or District of Columbia. The entry points for which a product is introduced into interstate commerce are the release of a product from the facility in which the product was manufactured, the entry into a warehouse from which the domestic manufacturer releases the product for sale or distribution, and at the site of United States Customs clearance.

15. The Labeling Requirements, at 40 C.F.R. § 82.104(r), state *Product* means an item or category of items manufactured from raw or recycled materials, or other products, which is used to perform a function or task.

16. The Labeling Requirements, at 40 C.F.R. § 82.104(s), state *Product containing*

means a product including, but not limited to, containers, vessels, or pieces of equipment, that physically holds a controlled substance at the point of sale to the ultimate consumer which remains within the product.

17. The Labeling Requirements, at 40 C.F.R. § 82.106(a), require containers or products containing a class I or class II ozone-depleting substance to bear the following warning statement and meet requirements for the statement's placement and form:

WARNING: Contains [or Manufactured with, if applicable] [*insert name of substance*], a substance which harms public health and environment by destroying ozone in the upper atmosphere.

18. The Labeling Requirements, at 40 C.F.R. § 82.114(a), require each importer of a product...containing a controlled substance, to which § 82.102(a)(1), (a)(2), or (b)(1) applies...that is purchased from a foreign manufacturer or supplier, is required to apply a label, or to ensure that a label has been properly applied, at the site of U.S. Customs clearance.

19. The Labeling Requirements, at 40 C.F.R. § 82.124(a)(1)(ii), specify that after January 1, 2015, no product identified in § 82.102(b) may be introduced into interstate commerce unless it bears a warning statement that complies with the requirements of § 82.106.

20. The Administrator of EPA (the Administrator) may assess a civil penalty of up to \$37,500 per day of violation up to a total of \$320,000 for CAA violations that occurred after December 6, 2013 through November 2, 2015 under Section 113(d)(1) of the CAA, 42 U.S.C. § 7413(d)(1), and 40 C.F.R. Part 19.

21. Section 113(d)(1) limits the Administrator's authority to matters where the first alleged date of violation occurred no more than 12 months prior to initiation of the administrative action, except where the Administrator and the Attorney General of the United States jointly determine that a matter involving a longer period of violation is appropriate for an administrative penalty action.

22. The Administrator and the Attorney General of the United States, each through their respective delegates, have determined jointly that an administrative penalty action is appropriate for the period of violations alleged in this CAFO.

**Factual Allegations and Alleged Violations**

23. Newell Brands Inc. (Newell) is a consumer goods company with its principal executive office located at 221 River Street, Hoboken, New Jersey 07030. Newell's wholly-owned subsidiaries include Ignite and Rubbermaid.

24. Newell acquired Ignite USA, LLC, as a wholly-owned subsidiary on September 4, 2014.

25. Rubbermaid Incorporated acquired the assets of bubba brands, inc., on October 22, 2014.

26. Ignite USA, LLC, and Rubbermaid Incorporated import and sell, among other products, insulated beverage containers such as travel mugs.

27. From January 1, 2015 to on or about April 15, 2015, Respondents imported and introduced into interstate commerce approximately 1,395,155 travel mugs that contained the foam-blowing agent HCFC-141b and did not bear the warning statement as required by 40 C.F.R. § 82.106 (a) (the travel mugs).

28. The arrangements to produce the travel mugs were made by bubba brands, inc. and by Ignite USA, LLC, prior to Rubbermaid's acquisition of bubba brands, inc. and Newell's acquisition of Ignite.

29. The travel mugs meet the definition of *Product* as that term is defined in 40 C.F.R. § 82.104 (r).

30. Respondents meet the definition of *Importer* as that term is defined in 40 C.F.R.

§ 82.104 (m).

31. In an e-mail to EPA Acting Deputy Administrator Stan Meiburg on April 21, 2015, and in a letter dated April 28, 2015, Rubbermaid disclosed to EPA that travel mugs it had imported to the U.S. between January 1, 2015 and about April 15, 2015, contained the foam-blowing agent HCFC-141b and did not bear the warning statement as required by 40 C.F.R. § 82.106 (a). In a letter dated May 14, 2015, Ignite disclosed to EPA that travel mugs it had imported to the U.S. between January 1, 2015 and about April 24, 2015, contained the foam-blowing agent HCFC-141b and did not bear the warning statement as required by 40 C.F.R. § 82.106 (a). Respondents' disclosures were made pursuant to the provisions of "Incentives for Self-Policing: Discovery, Disclosure, Correction and Prevention of Violations," 65 *Fed. Reg.* 19618 ("Audit Policy"), and "Interim Approach to Applying the Audit Policy to New Owners," 73 *Fed. Reg.* 44991 ("New Owner Audit Policy").

32. HCFC-141b is a Class II ozone-depleting substance as defined in 40 C.F.R Part 82, Appendix B to Subpart A.

33. Because Respondents imported a product containing a class II ozone-depleting substance that did not bear a warning label, Respondents were in violation of 40 C.F.R. §§ 82.106 (a), 82.114(a), and 82.124(a)(1)(ii).

34. Pursuant to EPA's Audit Policy, Respondents hereby certify that the following facts upon which this Agreement is based are true:

- a. The violations were discovered voluntarily;
- b. The violations were disclosed to EPA promptly and in writing;
- c. The violations were disclosed prior to commencement of an agency inspection or investigation, notice of a citizen suit, filing of a complaint by a third party,

reporting of the violations by a “whistle blower” employee, or imminent discovery by a regulatory agency;

- d. Respondents shall compensate for and remedy the harm caused by the disclosed violations by completing the actions in paragraphs 41-53. Respondents are, to the best of their knowledge and belief, in full compliance with CAA sections 611, 42 U.S.C. §§ 11021-11022, and the implementing regulations, with respect to the violations set forth in this Agreement;
- e. Appropriate steps have been taken to prevent a recurrence of the violations;
- f. Except for the violations set forth in this Agreement, the specific violations (or closely related violations) have not occurred within three years before the dates of the disclosures identified in paragraph 31 above, regarding the same entities and activities that are the subject of this Agreement, and have not occurred within five years prior to the dates of the disclosures identified in paragraph 31, above, as part of a pattern at multiple entities owned or operated by Respondents. For the purposes of subparagraph f, a violation is:
  - i. any violation of federal, state, or local environmental law identified in a judicial or administrative order, consent agreement or order, complaint, or notice of violation, conviction or plea agreement; or
  - ii. any act or omission for which the regulated entity has previously received penalty mitigation from EPA or a state or local agency;
- g. The violations have not resulted in serious actual harm nor presented an imminent and substantial endangerment to human health or the environment and did not violate the specific terms of any judicial or administrative Final Order or



Agreement; and

- h. Respondents have cooperated as requested by EPA.

**Civil Penalty**

35. Based on analysis of the factors specified in Section 113(e) of the CAA, 42 U.S.C. § 7413(e), the facts of this case, consideration of Respondents' disclosures of the alleged violations under EPA's Audit and New Owner Audit Policies and Respondents' commitment to complete the Remediation Action in paragraphs 42 and 43, Complainant has determined that an appropriate civil penalty to settle this action is \$106,157.

36. Within 30 days after the effective date of this CAFO, Respondents collectively must pay a \$106,157 civil penalty by sending via express courier service (e.g., UPS, FedEx) a cashier's or certified check, payable to "Treasurer, United States of America," to:

U.S. Bank  
Government Lockbox 979077  
U.S. EPA Fines and Penalties  
1005 Convention Plaza  
Mail Station SL-MO-C2-GL  
St. Louis, Missouri 63101

The check must note Respondent's name and the docket number of this CAFO.

37. Respondents must send a notice of payment that states their names and the docket number of this CAFO to EPA at the following addresses when they pay the penalty:

Attn: Compliance Tracker (AE-18J)  
Air Enforcement and Compliance Assurance Branch  
Air and Radiation Division  
U.S. Environmental Protection Agency, Region 5  
77 W. Jackson Boulevard  
Chicago, Illinois 60604

Josh Zaharoff (C-14J)  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 5  
77 W. Jackson Boulevard  
Chicago, Illinois 60604

Regional Hearing Clerk (E-19J)  
U.S. Environmental Protection Agency, Region 5  
77 W. Jackson Boulevard  
Chicago, Illinois 60604

38. This civil penalty is not deductible for federal tax purposes.

39. If Respondents do not pay timely the civil penalty, or any stipulated penalties due under paragraph 49, below, EPA may request the Attorney General of the United States to bring an action to collect any unpaid portion of the penalty with interest, nonpayment penalties and the United States enforcement expenses for the collection action under Section 113(d)(5) of the CAA, 42 U.S.C. § 7413(d)(5). The validity, amount and appropriateness of the civil penalty are not reviewable in a collection action.

40. Respondents must pay the following on any amount overdue under this CAFO. Interest will accrue on any overdue amount from the date payment was due at a rate established by the Secretary of the Treasury pursuant to 26 U.S.C. § 6621(a)(2). Respondents must pay the United States enforcement expenses, including but not limited to attorneys' fees and costs incurred by the United States for collection proceedings. In addition, Respondents must pay a quarterly nonpayment penalty each quarter during which the assessed penalty is overdue. This nonpayment penalty will be 10 percent of the aggregate amount of the outstanding penalties and nonpayment penalties accrued from the beginning of the quarter. 42 U.S.C. § 7413(d)(5).

#### **Remediation**

41. Pursuant to the requirements of the Audit Policy and recognizing the infeasibility of recovering the HCFC-141b from the imported travel mugs, Respondents (either individually, collectively, or through one or more Newell-affiliated entities), must undertake and complete an action (Remediation Action) designed to remedy the environmental harm caused by Respondents' importation of products containing a Class II Substance without complying with the Labeling

Requirements. Respondents must complete the Remediation Actions as described in paragraphs 42 and 43, below.

42. Within 180 days of the effective date of this CAFO, Respondents (either individually, collectively, or through one or more Newell-affiliated entities) must retrofit at least 97 outdoor light fixtures, at the Rubbermaid Commercial Products (RCP) Apple Valley Distribution Center (AVDC), located at 206 Wych Street, Winchester, Virginia 22601, from high-intensity discharge (HID) bulbs to light-emitting diode (LED) bulbs.

43. Within 180 days after the submittal to EPA of the Remediation Action completion report for the Remediation Action described in paragraph 42 of this CAFO, Respondents (either individually, collectively, or through one or more Newell-affiliated entities) must retrofit at least 350 light fixtures, at the RCP facility located at 3415 E 12th Avenue, Winfield, Kansas 67156 from HID bulbs to LED bulbs.

44. Respondents must submit a Remediation Action completion report to EPA within 60 days following the completion of each Remediation Action described in paragraphs 42 and 43 of this CAFO. Each report must contain the following information:

- a. Detailed description of the Remediation Action as completed;
- b. Description of any problems encountered during the execution of the Remediation Action and the actions taken to correct the problems;
- c. Itemized cost of goods and services used to complete the Remediation Action, documented by copies of receipts, invoices, purchase orders or cancelled checks that specifically identify and itemize the individual cost of the goods and services;
- d. Certification that Respondents have completed the Remediation Action in compliance with this CAFO; and
- e. Description of the environmental and public health benefits resulting from the Remediation Action (quantify the benefits and pollution reductions, if feasible).

45. Respondents must submit all notices and reports required by this CAFO by first-class mail to the Compliance Tracker of the Air Enforcement and Compliance Assurance Branch at the address provided in paragraph 37, above.

46. In each report that Respondents submit as provided by this CAFO, they must certify that the report is true and complete by including the following statement signed by one of its officers:

I certify that I am familiar with the information in this document and that, based on my inquiry of those individuals responsible for obtaining the information, it is true and complete to the best of my knowledge. I know that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

47. Following receipt of the Remediation Action completion report described in paragraph 44, above, EPA must notify Respondents in writing that:

- a. They have satisfactorily completed the Remediation Action and the Remediation Action completion report;
- b. There are deficiencies in the Remediation Action as completed or in the Remediation Action completion report and EPA will give Respondents 30 days to correct the deficiencies; or
- c. They have failed to correct deficiencies identified by EPA, and therefore have not satisfactorily completed the Remediation Action or the Remediation Action completion report, and EPA will seek stipulated penalties under paragraph 49.

48. If EPA exercises option b above, Respondents may object in writing to the deficiency notice within 10 days of receiving the notice. The parties will have 30 days from EPA's receipt of Respondents' objection to reach an agreement. If the parties cannot reach an agreement, EPA will give Respondents a written decision on its objection. Respondents will comply with any requirement that EPA imposes in its decision. If Respondents do not complete the Remediation Action as required by EPA's decision, Respondents will pay stipulated penalties to the United States under paragraph 49, below.

49. If Respondents violate any requirement of this CAFO relating to the Remediation Action, Respondents must pay stipulated penalties to the United States as follows:

- a. Except as provided in subparagraph b, below, if Respondents did not complete the Remediation Action satisfactorily according to the requirements of this CAFO, including the schedules in paragraphs 42 and 43, Newell must pay a penalty of \$130,000.
- b. If Respondents did not complete the Remediation Action satisfactorily, but EPA determines that Respondents made good faith and timely efforts to complete the Remediation Action and made the required certifications, Respondents will not be liable for any stipulated penalty under subparagraph a, above.
- c. If Respondents did not submit timely the Remediation Action completion report, Respondents collectively must pay penalties in the following amounts for each day after the report was due until they submit the report:

<u>Penalty per violation per day</u>	<u>Period of violation</u>
\$0	1 <sup>st</sup> through 14 <sup>th</sup> day
\$500	15 <sup>th</sup> through 30 <sup>th</sup> day
\$1,000	31 <sup>st</sup> day and beyond

50. EPA's determinations of whether Respondents completed the Remediation Action satisfactorily and whether Respondents made good faith and timely efforts to complete the Remediation Action will bind Respondents.

51. Respondents must pay any stipulated penalties within 30 days of receiving EPA's written demand for the penalties. Respondents will use the method of payment specified in paragraph 36, above, and will pay interest and nonpayment penalties on any overdue amounts.

52. Any public statement that Respondents make referring to the Remediation Action must include the following language: "This project was undertaken in connection with the settlement of the enforcement action *In the Matter of Rubbermaid Incorporated and Ignite USA, LLC* taken on behalf of the United States Environmental Protection Agency to enforce federal laws."

53. If an event occurs which causes or may cause a delay in completing the

Remediation Action as required by this CAFO:

- a. Respondents must notify EPA in writing within 10 days after learning of an event which caused or may cause a delay in completing the Remediation Action. The notice must describe the anticipated length of the delay, its cause(s), Respondents' past and proposed actions to prevent or minimize the delay and a schedule to carry out those actions. Respondents must take all reasonable actions to avoid or minimize any delay. If Respondents fail to notify EPA according to this paragraph, Respondents will not receive an extension of time to complete the Remediation Action.
- b. If the parties agree that circumstances beyond the control of Respondents caused or may cause a delay in completing the Remediation Action, the parties will stipulate to an extension of time no longer than the period of delay.
- c. If EPA does not agree that circumstances beyond the control of Respondents caused or may cause a delay in completing the Remediation Action, EPA will notify Respondents in writing of its decision and any delays in completing the Remediation Action will not be excused.
- d. Respondents have the burden of proving that circumstances beyond their control caused or may cause a delay in completing the Remediation Action. Increased costs for completing the Remediation Action will not be a basis for an extension of time under subparagraph b, above. Delay in achieving an interim step will not necessarily justify or excuse delay in achieving subsequent steps.

#### **General Provisions**

54. Consistent with the Standing Order Authorizing E-Mail Service of Orders and Other Documents Issued by the Regional Administrator or Regional Judicial Officer under the Consolidated Rules, dated March 27, 2015, the parties consent to service of this CAFO by e-mail at the following e-mail addresses: zaharoff.josh@epa.gov (for Complainant), and dmeezan@kmcllaw.com (for Respondents). The parties waive their right to service by the methods specified in 40 C.F.R. § 22.6.

55. This CAFO resolves only Respondents' liability for federal civil penalties for the violations alleged in this CAFO.

56. The effect of the settlement described in paragraph 55, above, is conditioned upon

the accuracy of Respondents' representations to EPA, as memorialized in paragraphs 23-34 of this CAFO and Respondents' letters dated April 28, 2015; May 14, 2015; June 15, 2015; and July 15, 2015.

57. The CAFO does not affect the rights of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violation of law.

58. This CAFO does not affect Respondents' responsibility to comply with the CAA and other applicable federal, state and local laws. Except as provided in paragraph 55, above, compliance with this CAFO will not be a defense to any actions subsequently commenced pursuant to federal laws administered by EPA.

59. Respondents certify that they are complying fully with or are no longer subject to the Labeling Requirements, found at 40 C.F.R. §§ 82.100 through 82.124.

60. This CAFO constitutes an "enforcement response" as that term is used in EPA's Clean Air Act Stationary Civil Penalty Policy to determine Respondents' "full compliance history" under Section 113(e) of the CAA, 42 U.S.C. § 7413(e).

61. The terms of this CAFO bind Respondents, their successors and assigns.

62. Each person signing this consent agreement certifies that he or she has the authority to sign for the party whom he or she represents and to bind that party to its terms.

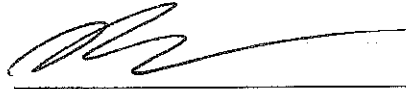
63. Each party agrees to bear its own costs and attorneys' fees in this action.

64. This CAFO constitutes the entire agreement between the parties.

65. This CAFO shall become effective on the date it is filed with the Regional Hearing Clerk, Region 5.


**Rubbermaid Incorporated, Respondent**

September 11, 2017  
Date

  
\_\_\_\_\_  
Bradford R. Turner  
Chief Legal Officer and Corporate Secretary

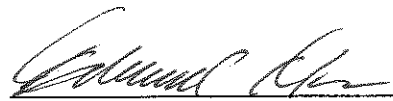
**Ignite USA, LLC, Respondent**

September 11, 2017  
Date

  
\_\_\_\_\_  
Bradford R. Turner  
Chief Legal Officer and Corporate Secretary

**United States Environmental Protection Agency, Complainant**

9/19/17  
Date

  
\_\_\_\_\_  
Edward Nam  
Director  
Air and Radiation Division  
U.S. Environmental Protection Agency, Region 5



**Consent Agreement and Final Order**  
**In the Matter of: Rubbermaid Incorporated and**  
**Ignite USA, LLC**  
**Docket No. CAA-05-2017-0040**

**Final Order**

This Consent Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31. IT IS SO ORDERED.

Sept 20, 2017  
Date

Ann L. Coyle  
Ann L. Coyle  
Regional Judicial Officer  
U.S. Environmental Protection Agency  
Region 5

In the matter of: Rubbermaid Incorporated and Ignite USA, LLC  
Docket Number: CAA-05-2017-0039

**CERTIFICATE OF SERVICE**

I certify that I served a true and correct copy of the foregoing **Consent Agreement and Final Order**, docket number CAA-05-2017-0040, which was filed on 9/22/2017, in the following manner to the following addressees:

Copy by E-mail to Respondent: Kisa Adkins Baskin  
kisa.baskin@newellco.com

Copy by E-mail to Attorney for Complainant: Josh Zaharoff  
zaharoff.josh@epa.gov

Copy by E-mail to Attorney for Respondent: David Meezan  
dmeezan@kmcllaw.com

Copy by E-mail to Regional Judicial Officer: Ann Coyle  
coyle.ann@epa.gov

Copy by E-mail to Region 4 Representative: Beverly Spagg  
spagg.beverly@epa.gov

Dated: September 29, 2017



LaDawn Whitehead  
Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 5