

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
)
 INEOS CHLOR AMERICAS, INC.,)
)
 Defendant.)
 _____)

Civil Action No. 1:12-cv-01058

CONSENT DECREE

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WHEREAS, Plaintiff United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), has filed a complaint in this action concurrently with the lodging of this Consent Decree, alleging that Defendant INEOS Chlor Americas, Inc. (“Defendant” or “INEOS”), has violated and continues to violate Sections 5 and 15, of the Toxic Substances Control Act (“TSCA” or the “Act”), 15 U.S.C. §§ 2604 and 2614;

WHEREAS, the United States maintains that the Complaint alleges claims upon which relief can be granted pursuant to TSCA Sections 5 and 15, 15 U.S.C. §§ 2604 and 2614;

WHEREAS, EPA issued a notice of violation (“NOV”) to INEOS on December 14, 2009 in which it alleged that INEOS manufactured “new chemical substances” as defined in TSCA Section 3(9), 15 U.S.C. § 2602(9), while failing to comply with the premanufacturing notice requirements under TSCA Section 5, 15 U.S.C. §2604;.

WHEREAS, INEOS has denied, and continues to deny, all violations alleged in the NOV and the Complaint;

WHEREAS, INEOS does not admit that it violated any statute or regulation and does not admit to any liability to the United States arising out of the transactions or occurrences alleged in the NOV and the Complaint;

WHEREAS, the Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law, except as provided in Section I, with

respect to the violations alleged in the NOV or the Complaint, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§1331, 1345, and 1355, and TSCA Section 17(a), 15 U.S.C. § 2616, and over the Parties. Venue lies in this District pursuant to TSCA Section 17(a), 15 U.S.C. § 2616, because Defendant resides within this District and because certain alleged violations that constitute the basis of the Complaint allegedly occurred in this District. Solely for purposes of this Consent Decree, or any action to enforce this Decree, and for no other purpose, Defendant consents to the Court's jurisdiction over this Decree, any such action to enforce this Decree, and over Defendant, and consents to venue in this judicial district. Solely for purposes of this Consent Decree, Defendant agrees that the Complaint filed in this action states claims upon which relief may be granted pursuant to TSCA Sections 5 and 15, 15 U.S.C. §§ 2604 and 2614.

II. APPLICABILITY

2. The obligations of this Consent Decree apply to and are binding upon the United States and upon Defendant and any successors, assigns, or other entities or persons otherwise bound by law.

3. No transfer of ownership or operation of Defendant's Facility shall relieve Defendant of its obligation to ensure that the terms of the Decree are implemented.

4. Defendant shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree.

5. In any action to enforce this Consent Decree, Defendant shall not raise as a defense the failure by any of its officers, directors, employees, or agents to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

6. Terms used in this Consent Decree that are defined in the Act or in regulations promulgated pursuant to the Act shall have the meanings assigned to them in the Act or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

- a. “Business Day” means any day, except for Saturday, Sunday, and federal holidays.
- b. “Complaint” shall mean the complaint filed by the United States in this action;
- c. “Consent Decree” or “Decree” shall mean this Decree;
- d. “Day” shall mean a calendar day unless expressly stated to be a Business Day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next Business Day;

- e. “Date of Lodging” shall mean the day on which this Consent Decree is lodged with the Clerk of the Court for the United States District Court for the District of Delaware, before the opportunity for public comment referenced in Section XVIII;
- f. “Defendant” shall mean INEOS Chlor Americas, Inc. (referred to herein as “INEOS”);
- g. “Dispute Resolution” refers to the procedures described in Section VIII of this Consent Decree
- h. “EPA” shall mean the United States Environmental Protection Agency and any of its successor departments or agencies;
- i. “Effective Date” shall have the definition provided in Section XIII (Effective Date).
- j. “Facility” shall mean Defendant’s headquarters located in Wilmington, Delaware.
- k. “Long Chain Chlorinated Paraffins” or “LCCP” shall mean chlorinated paraffins and chlorinated paraffin combinations with carbon chain lengths greater than seventeen carbons (C₁₇);
- l. “Medium Chain Chlorinated Paraffins” or “MCCP” shall mean chlorinated paraffins and chlorinated paraffin combinations with carbon chain lengths ranging from fourteen carbons (C₁₄) to seventeen carbons (C₁₇);
- m. “Paragraph” shall mean a portion of this Decree identified by an Arabic numeral;
- n. “Parties” shall mean the United States and Defendant;

- o. “Premanufacture Notice” shall mean the notification required pursuant to TSCA Section 5(a), 15 U.S.C. § 2604(a), and the regulations promulgated thereunder;
- p. “Section” shall mean a portion of this Decree identified by a Roman numeral;
- q. “Short Chain Chlorinated Paraffins” or “SCCP” shall mean chlorinated paraffins and chlorinated paraffin combinations with carbon chain lengths less than fourteen carbons (C₁₄);
- r. “United States” shall mean the United States of America, acting on behalf of EPA.

IV. CIVIL PENALTY

- 7. Within 30 Days after the Effective Date, INEOS shall pay the sum of \$175,000 as a civil penalty.
- 8. Defendant shall pay the civil penalty due by FedWire Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice in accordance with written instructions to be provided to Defendant, following entry of the Consent Decree, by the Financial Litigation Unit of the U.S. Attorney’s Office for the District of Delaware, Nemours Building, P.O. Box 2046, Wilmington, DE 19899-2046, (302) 573-6277. At the time of payment, Defendant shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in *United States v. INEOS Chlor Americas, Inc.*, and shall reference the civil action number and DOJ case number 90-5-1-1-10159, to the United States in accordance with

Section XII of this Decree (Notices); by email to acctsreceivable.CINWD@epa.gov; and by mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

9. Defendant shall not deduct any penalties paid under this Decree pursuant to this Section or Section VI (Stipulated Penalties) in calculating its federal income tax.

V. COMPLIANCE REQUIREMENTS

10. Defendant shall not manufacture or distribute in commerce any chemical substance composed of a SCCP or combination of SCCPs, unless and until the particular SCCP or combination of SCCPs has been added to the TSCA Inventory or exempted from the TSCA Inventory requirements pursuant to TSCA and its implementing regulations.

11. Defendant shall not manufacture or distribute in commerce any chemical substance composed of a MCCP, LCCP, or a combination of MCCPs or LCCPs, for which a new Premanufacture Notice is not submitted during the period commencing June 1, 2012 and ending 30 Days following the Effective Date of this Consent Decree, unless and until the MCCP, LCCP, or particular combination of MCCPs or LCCPs, has been added to the TSCA Inventory or exempted from the TSCA Inventory requirements pursuant to TSCA and its implementing regulations.

VI. STIPULATED PENALTIES

12. Defendant shall be liable for stipulated penalties to the United States for violations of this Consent Decree as specified below, unless excused under Section VII (Force

Majeure). A violation includes failing to perform any obligation required by the terms of this Decree, according to all applicable requirements of this Decree, and within the specified time schedules established by or approved under this Decree.

13. Late Payment of Civil Penalty. If Defendant fails to pay the civil penalty required to be paid under Section IV of this Decree (Civil Penalty) when due, Defendant shall pay a stipulated penalty of \$1,000 per Day for each Day that the payment is late.

14. Chlorinated Paraffin Manufacturing. Except as provided for in Paragraph 15, if Defendant manufactures or distributes in commerce any SCCP, or manufactures or distributes in commerce any MCCP or LCCP without having submitted a new Premanufacture Notice for such chlorinated paraffin as required under Section V of this Decree (Compliance Requirements), Defendant shall pay a stipulated penalty of \$37,500 per violation per Day for each such violation.

15. The Defendant's manufacturing or distribution in commerce of any chemical substance composed of a MCCP, LCCP, or a combination of MCCPs or LCCPs, for which a new Premanufacture Notice is submitted during the period commencing June 1, 2012 and ending 30 Days following the Effective Date of this Consent Decree, during the period from the Date of Lodging of this Consent Decree through the date of withdrawal of such Premanufacture Notice or publication of such chemical substance on the TSCA Inventory, shall not constitute a violation of this Consent Decree and stipulated penalties shall not accrue due to such manufacturing or distribution during that time period.

16. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall

continue to accrue until performance is satisfactorily completed or until the violation ceases.

Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

17. Defendant shall pay any stipulated penalty within 30 Days of receiving the United States' written demand.

18. The United States may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

19. Stipulated penalties shall continue to accrue as provided in Paragraph 16, during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to the Court, Defendant shall pay accrued penalties determined to be owing, together with interest, to the United States within 30 Days of the effective date of the agreement or the receipt of EPA's decision or order.

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, Defendant shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 Days of receiving the Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the District Court's decision, Defendant shall pay all accrued penalties determined to be owing, together with interest, within 15 Days of receiving the final appellate court decision.

20. Defendant shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 8, except that the

transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

21. If Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, Defendant shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for Defendant's failure to pay any stipulated penalties.

22. Subject to the provisions of Section X of this Consent Decree (Effect of Settlement/Reservation of Rights), the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States for Defendant's violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of TSCA Section 5, 15 U.S.C. § 2604, and/or its implementing regulations, Defendant shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violation.

VII. FORCE MAJEURE

23. "Force Majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendant, of any entity controlled by Defendant, or of Defendant's contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Defendant's best efforts to fulfill the obligation. The requirement that Defendant exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential Force Majeure event and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any

resulting delay to the greatest extent possible. “Force Majeure” does not include Defendant’s financial inability to perform any obligation under this Consent Decree.

24. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a Force Majeure event, Defendant shall provide notice orally or by electronic or facsimile transmission to EPA, within 72 hours of when Defendant first knew that the event might cause a delay. Within seven Business Days thereafter, Defendant shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Defendant’s rationale for attributing such delay to a Force Majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Defendant, such event may cause or contribute to an endangerment to public health, welfare or the environment. Defendant shall include with any notice all available documentation supporting the claim that the delay was attributable to a Force Majeure. Failure to comply with the above requirements shall preclude Defendant from asserting any claim of Force Majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Defendant shall be deemed to know of any circumstance of which Defendant, any entity controlled by Defendant, or Defendant’s contractors knew or should have known.

25. If EPA agrees that the delay or anticipated delay is attributable to a Force Majeure event, the time for performance of the obligations under this Consent Decree that are affected by the Force Majeure event will be extended by EPA for such time as is necessary to

complete those obligations. An extension of the time for performance of the obligations affected by the Force Majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify Defendant in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

26. If EPA does not agree that the delay or anticipated delay has been or will be caused by a Force Majeure event, EPA will notify Defendant in writing of its decision.

27. If Defendant elects to invoke the dispute resolution procedures set forth in Section VIII (Dispute Resolution), it shall do so no later than 15 Days after receipt of EPA's notice. In any such proceeding, Defendant shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a Force Majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Defendant complied with the requirements of Paragraphs 23 and 24, above. If Defendant carries this burden, the delay at issue shall be deemed not to be a violation by Defendant of the affected obligation of this Consent Decree identified to EPA and the Court.

VIII. DISPUTE RESOLUTION

28. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. Defendant's failure to seek resolution of a dispute under this Section shall preclude Defendant from raising any issue subject to this Section VIII as a defense to an action by the United States to enforce any obligation of Defendant arising under this Decree.

29. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Defendant sends the United States a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 30 Days after the conclusion of the informal negotiation period, Defendant invokes formal dispute resolution procedures as set forth below.

30. Formal Dispute Resolution. Defendant shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendant's position and any supporting documentation relied upon by Defendant.

31. The United States shall serve its Statement of Position within 45 Days of receipt of Defendant's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on Defendant, unless Defendant files a motion for judicial review of the dispute in accordance with the following Paragraph.

32. Defendant may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section XII of this Consent Decree

(Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 10 Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Defendant's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

33. The United States shall respond to Defendant's motion within the time period allowed by the Local Rules of this Court. Defendant may file a reply memorandum, to the extent permitted by the Local Rules.

34. Standard of Review. Except as otherwise provided in this Consent Decree, Defendant shall bear the burden of demonstrating that its position complies with this Consent Decree and better furthers the objectives of the Consent Decree.

35. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendant under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 19. If Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VI (Stipulated Penalties).

IX. INFORMATION COLLECTION AND RETENTION

36. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable

federal laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendant to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

X. EFFECT OF SETTLEMENT / RESERVATION OF RIGHTS

37. This Consent Decree resolves all civil claims of the United States pursuant to Sections 5 and 15 of TSCA for civil penalties and injunctive relief under TSCA Sections 16(a) and 17, 15 U.S.C. § 2615(a) and §2616, arising from Defendant's manufacture of all chlorinated paraffin products, including the violations alleged in the Complaint filed in this action, through the Date of Lodging of this Consent Decree. This Consent Decree also resolves all administrative claims of EPA pursuant to Sections 5 and 15 of TSCA for civil penalties under TSCA Section 16(a), 15 U.S.C. § 2615(a), arising from Defendant's manufacture of all chlorinated paraffin products through the Date of Lodging of this Consent Decree.

38. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated in Paragraph 37. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal laws, regulations, or permit conditions, except as expressly specified in Paragraph 37. The United States further reserves all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, Defendant's Facility, whether related to the violations addressed in this Consent Decree or otherwise.

39. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, other appropriate relief relating to Defendant's Facility or Defendant's violations, Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim 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, except with respect to claims that have been specifically resolved pursuant to Paragraph 37 of this Section.

40. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Defendant's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein.

41. This Consent Decree does not limit or affect the rights of Defendant or of the United States against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Defendant, except as otherwise provided by law.

42. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

XI. COSTS

43. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States shall be entitled to collect the costs (including attorneys' fees)

incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Defendant.

XII. NOTICES

44. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

To the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611
Re: DOJ No. 90-5-2-1-10159

and

Carl Eichenwald
U.S. Environmental Protection Agency
USEPA Headquarters
Ariel Rios Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 2249A
Washington, DC 20460

To Defendant:

Stephanie Epply
Commercial Manager
INEOS Chlor Americas
2036 Foulk Road
Wilmington, DE 19810

and

W. Caffey Norman
Patton Boggs LLP
2550 M Street, NW
Washington, DC 20037-1350

45. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

46. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XIII. EFFECTIVE DATE

47. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

XIV. RETENTION OF JURISDICTION

48. The Court shall retain jurisdiction over this case for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections VIII (Dispute Resolution) and XV (Modification), or effectuating or enforcing compliance with the terms of this Decree.

XV. MODIFICATION

49. The terms of this Consent Decree may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

50. Any disputes concerning modification of this Decree shall be resolved pursuant to Section VIII of this Decree (Dispute Resolution); provided, however, that, instead of the burden of proof provided by Paragraph 34, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XVI. TERMINATION

51. After Defendant has maintained satisfactory compliance with this Consent Decree for a period of one year, and has paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree, Defendant may serve upon the United States a Request for Termination, stating that Defendant has maintained satisfactory compliance with the Consent Decree, together with all necessary supporting documentation.

52. Following receipt by the United States of Defendant's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendant has satisfactorily complied with the requirements for termination. If the United States agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

53. If the United States does not agree that the Decree may be terminated, Defendant may invoke Dispute Resolution under Section VIII of this Decree. However, Defendant shall not seek Dispute Resolution of any dispute regarding termination, under Paragraph 30 of Section VIII, until at least 30 Days after service of its Request for Termination.

XVII. STIPULATION AND AGREED ORDER THAT SURVIVES TERMINATION

54. The provisions in this Section shall survive termination of the Consent Decree pursuant to Section XVI (Termination) and shall constitute an agreed order, enforceable by the United States in a subsequent action.

55. Defendant shall not manufacture or distribute in commerce any chemical substance composed of a SCCP or combination of SCCPs, unless and until the particular SCCP or combination of SCCPs has been added to the TSCA Inventory or exempted from the TSCA Inventory requirements pursuant to TSCA and its implementing regulations.

56. Defendant shall not manufacture or distribute in commerce any chemical substance composed of a MCCP, LCCP, or a combination of MCCPs or LCCPs, for which a new Premanufacture Notice is not submitted during the period commencing June 1, 2012 and ending 30 Days following the Effective Date of this Consent Decree, unless and until the MCCP, LCCP, or particular combination of MCCPs or LCCPs, has been added to the TSCA Inventory or exempted from the TSCA Inventory requirements pursuant to TSCA and its implementing regulations.

57. If Defendant manufactures or distributes in commerce any SCCP, MCCP, or LCCP without having previously submitted a new Premanufacture Notice for such chlorinated paraffin as required under Section V of this Decree (Compliance Requirements), except as provided for in Paragraph 15, Defendant shall pay a stipulated penalty of \$37,500 per violation per Day for each such violation.

58. In any future enforcement proceeding pursuant to TSCA Sections 16 or 17 filed after the Effective Date of this Consent Decree, Defendant shall be prohibited from raising

as a defense that chlorinated paraffins are an existing chemical substance for purposes of TSCA Section 5 based upon INEOS's (or any other entity's) original inventory submissions in 1978 or any Premanufacture Notice submitted to EPA prior to December 1, 2011.

XVIII. PUBLIC PARTICIPATION

59. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Defendant consents to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Defendant in writing that it no longer supports entry of the Decree.

XVIII. SIGNATORIES/SERVICE

60. Each undersigned representative certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

61. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendant agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 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 the Defendant need not file an answer, pleading, or motion in response to the Complaint in this action unless: (i) the United States notifies the Defendant in writing that it no longer supports entry of this Consent Decree; or (ii) the Court expressly declines to enter this Consent Decree.

XIX. INTEGRATION

62. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XX. FINAL JUDGMENT

63. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and Defendant. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

Dated and entered this ___ day of _____, 2012.

UNITED STATES DISTRICT JUDGE
District of Delaware

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. INEOS Chlor Americas, Inc. (D. Del.)*.

FOR PLAINTIFF UNITED STATES OF AMERICA:

Date:

7/23/12


ROBERT E. MAHER, JR.
Acting Deputy Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

Date:

8/1/12

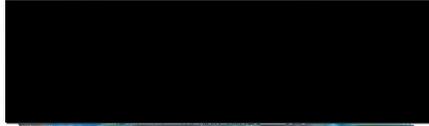

JEFFREY A. SPECTOR, Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. INEOS Chlor Americas, Inc. (D. Del.)*.

FOR PLAINTIFF UNITED STATES OF AMERICA:

Date:

8/6/12



CYNTHIA GILES
Assistant Administrator
Office of Enforcement and Compliance Assurance

Date:

7/10/12

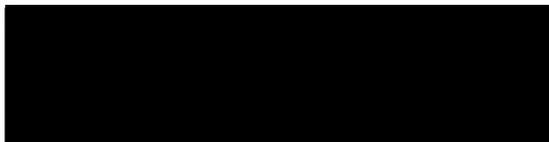


CARL EICHENWALD
United States Environmental Protection Agency
Office of Enforcement and Compliance Assurance
1200 Pennsylvania Ave., NW
Washington, DC 20460

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. INEOS Chlor Americas, Inc. (D. Del.)*.

FOR DEFENDANT INEOS CHLOR AMERICAS, INC.:

Date: 27 June 2012



Signature

Typed Name:

Stephanie Epply

Title:

Commercial Manager

Address:

2036 Foulk Road

Wilmington, DE 19810

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Typed Name: Stephanie Epply

Address: 2036 Foulk Road
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