

12-002297
CAUSE NO. D-1-CN-~~10-000272~~

YOUNG CHEVROLET, INC., et al., §
Plaintiffs, §
v. §
TEXAS COMMISSION ON §
ENVIRONMENTAL QUALITY, et al., §
Defendants, §
v. §
YOUNG CHEVROLET, INC., et al., §
Counter- and Third-Party §
Defendants §

IN THE DISTRICT COURT OF
TRAVIS COUNTY, TEXAS

Filed in The District
of Travis County, Texas
on July 30, 2012
at 2:11 P.M.
Amalia Rodriguez-Mendoza, Clerk

345TH JUDICIAL DISTRICT

AGREED FINAL JUDGMENT

Be it remembered that, on the 30 day of July, 2012, the Texas Commission on Environmental Quality ("TCEQ"), an agency of the State of Texas ("State"); and those Settling Entities identified in Section I.B, below; presented to the Court this Agreed Final Judgment ("AFJ").

I. Parties

- A. The Plaintiff is the Texas Commission on Environmental Quality, an agency of the State of Texas.
- B. The Settling Entities include and are defined as follows:
 - 1. Air Liquide Large Industries U.S. LP ("Air Liquide"), on behalf of Big Three Industrial Gas, Inc.;
 - 2. Alcatel-Lucent USA Inc. (f/k/a Lucent Technologies Inc., as successor of

certain AT&T Technologies Inc. interests), on behalf of the entity identified as AT&T in the Order;

3. Baker Hughes Oilfield Operations Inc. (for PRP Tri-State Tools);

4. Barloworld Fleet Leasing LLC, Barloworld Truck Center, Inc., and Shreveport Truck Center;

5. Channel Shipyard Company, Inc.;

6. Chevron USA, Inc.; Texaco Chemical Company; Texaco, Inc.; and Warren Petroleum Company;

7. Collin County, Texas;

8. Delmar R. Ham, Jr., and Delmar Disposal Company, Inc.;

9. Dennis Nauslar, on behalf of and as the indemnitor of Willow Distributors, L.P. (also referred to as Coors Distributor);

10. Fargo Petroleum, LLC, f/k/a Davison Petroleum Products, LLC, and Fargo Transport, Inc. f/k/a Davison Transport, Inc., individually and as successor to Mathews Trucking Company, Inc.;

11. GATX Corporation;

12. KSDR, INC., a former Texas corporation;

13. Luminant Generation Company, LLC, Texas Utilities Generating Company; and Dallas Power & Light Company;

14. Murphy Bros. Trucking & Construction, LLC, formerly Murphy Bros. Service Center, Inc.;

15. Pioneer Natural Resources USA, Inc., Dorchester Refining Company and DMLP Co.;

16. South Coast Products;

17. Southwestern Petroleum Corporation;

18. Wray Ford, Inc.;

19. Young Chevrolet, Inc., and Troy L. Morgan, Jr.;

20. And the persons and entities on the list entitled "Moltz Morton O'Toole Parties," attached hereto as **Exhibit A**, which is incorporated herein as fully as if set forth here in full;

— and each of their owners, parents, subsidiaries, successors, assigns, officers, directors, partners, limited partners, members, managers, agents, attorneys, servants, employees, insurers, shareholders, or predecessors in interest (hereafter known collectively as the "Settling Entities"). However, the "Settling Entities" shall not include any defendant (or counter- or third-party defendant) named in the TCEQ's Original Counter-Petition and Third-Party Petition (Aug. 1, 2011) or the TCEQ's First Supplement to Counter-Petition and Third-Party Petition (Oct. 5, 2011), or their successors in interest, unless such defendant is explicitly identified by name, above, in this Agreed Final Judgment.

II. Definitions

A. In this Agreed Final Judgment:

1. "The Site" shall mean the Voda Petroleum, Inc., State Superfund Site, located in Gregg County, Texas; more particularly described as all of the property described in paragraphs II.E and II.F of the Order.
2. "The Act" shall mean the Texas Solid Waste Disposal Act, TEX. HEALTH & SAFETY CODE § 361.001 *et seq.*
3. "The Order" shall mean the TCEQ's administrative order issued February 12, 2010, styled *In the Matter of the Site Known as Voda Petroleum, Inc., State Superfund Site*, Docket No. 2009-1706-SPF, before the TCEQ. A true and correct copy of the Order is attached hereto as **Exhibit B**.
4. "The Litigation" or "this Litigation" shall mean the appeals of the Order, which were consolidated into Cause No. D-1-GN-10-000772 (as described in para. III.B, below), together with the pleadings, motions and orders filed under that cause number, including TCEQ's Counter-Petition and Third-Party Petition; and this cause, which was severed to allow entry of a final judgment. "The Litigation" and "this Litigation" shall not include the Federal Settlement Agreement or the Previous EPA Actions.
5. The "Previous EPA Actions" shall mean the response actions by the U.S.

Environmental Protection Agency at the Site, the response costs incurred thereby, and the related administrative and legal actions – as addressed in EPA Region 6 Administrative Order on Consent, CERCLA Docket 6-10-98, 64 Fed. Reg. 37980 (Jul. 14, 1999); and the EPA Region 6 Administrative Order on Consent, CERCLA Docket 6-13-00, 65 Fed. Reg. 76639 (Dec. 7, 2000).

6. “The State” and “The State of Texas” shall mean the State of Texas, its officials, agencies (including specifically the TCEQ), consultants, contractors, agents, servants, employees and attorneys, and shall specifically include TCEQ Commissioners Bryan Shaw, Buddy Garcia and Carlos Rubinstein.

7. “The TCEQ” shall mean the Texas Commission on Environmental Quality, an agency of the State of Texas.

8. The “Federal Settlement Agreement” shall mean the “Settlement Agreement Between the State of Texas and the United States of America for Claims Relating to the Voda Petroleum, Inc., State Superfund Site,” attached hereto as **Exhibit C**.

9. The “United States” and the “Federal PRP’s” shall have the meanings given in the Federal Settlement Agreement.

10. “Settling Entities” shall mean the entities listed and defined in para. I.B, above.

11. "Party" or "Party to this Agreed Final Judgment" shall mean the TCEQ, the State and the Settling Entities, but not the United States or the Federal PRP's.

12. "Response Costs" shall mean all costs of response incurred or to be incurred by any entity relating to or in connection with the Site, including all past response costs and all future response costs.

13. "Matters Addressed" shall mean all civil and administrative claims and causes of action brought, or that could have been brought:

- a. arising out of, related to, or in connection with the presence of, the release or threatened release of, or the response to, solid waste, hazardous substances, hazardous waste, pollutants and/or contaminants at or emanating from the Site, under state or federal common law, or under state or federal statutory law (and any implementing rules), including but not limited to the Act, the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA") and the Resource Conservation and Recovery Act, as amended ("RCRA"); or
- b. related to the Order, the Litigation, the Response Costs, and all response actions taken or to be taken at the Site

– except, however, "Matters Addressed" shall not include the Previous EPA Actions

or matters addressed in the Federal Settlement Agreement.

14. "Effective Date" shall mean the date this Agreed Final Judgment is signed by the Court.

B. This list is not exclusive; other definitions may be given elsewhere in this Agreed Final Judgment.

III. Background

A. This case was brought under the Texas Solid Waste Disposal Act, TEX. HEALTH & SAFETY CODE § 361.001 *et seq.* ("the Act"), and concerns the Voda Petroleum, Inc., State Superfund Site. The Site is the subject of the Order.¹

B. The TCEQ has expended more than \$2,200,000 in past Response Costs in cleaning up and/or responding to environmental contamination at the Site, and expects to spend at least \$300,000 in future Response Costs. The TCEQ issued the Order under Sections 361.188 and 361.272 of the Act, finding that certain parties were responsible for solid waste, hazardous substances, hazardous waste, pollutants, and/or other contaminants at the Site, providing for a cleanup, and other matters. *See Exhibit B.* Certain parties appealed the Order, and those appeals were consolidated into the action styled: *Young Chevrolet, Inc., et al. v. Texas Commission on Environmental Quality, et al.*; Cause No. D-1-GN-10-000772; in the 345th District Court, Travis County, Texas. The TCEQ filed a

¹ For further description and current status of the Site, see: <http://www.tceq.texas.gov/remediation/superfund/state/voda.html>.

counter- and third-party petition seeking to uphold the Order and recover its Response Costs.

C. Now the TCEQ and the Settling Entities have resolved the claims arising out of this Litigation. This Agreed Final Judgment memorializes the settlement and resolves all claims among and between the TCEQ and the Settling Entities related to the Site.

IV. General Provisions

A. By and through their duly authorized signatures, the TCEQ and the Settling Entities represent to the Court the following: that they agree to the terms of this judgment; that this judgment represents a compromise and settlement of all matters placed in issue by the pleadings among the Parties; that they have actively participated in the negotiations leading up to this agreement; that they waive all rights of appeal; that they acknowledge receipt of copies of this judgment; that the Settling Entities do not admit liability and do not admit any joint and several liability, but rather enter into this agreement because of the uncertainty and cost of litigation; that no Party has agreed to this judgment because of duress; that all Parties waive any claims of duress; that the Attorney General of Texas has agreed to this judgment only after publishing notice of its terms in the Texas Register and considering public comment for thirty (30) days; and that this judgment shall not be admitted into evidence in any other cause by a Settling Entity or the TCEQ except (1) an action to enforce this judgment; or (2) an action in

which a Settling Entity relies upon this judgment as evidence of the statutory protection from cost recovery, contribution, or indemnity actions or claims under Section 361.277 of the Act or Section 33.015 of the Civil Practice and Remedies Code, TEX. CIV. PRAC. & REM. CODE § 33.015; or (3) an action involving a Settling Entity by or against an insurance carrier related to alleged liability at this Site. Nothing in this paragraph shall be construed to limit the Settling Entities' rights and remedies to enforce the provisions of this Agreed Final Judgment.

B. The TCEQ and the Settling Entities also agree that the case against the Settling Entities shall be severed from Cause No. D-1-GN-10-000772; that this judgment shall be entered under a new docket number, as provided in the accompanying Order for Severance and Entry of Judgment; and that this will be a final judgment.

C. The undersigned Parties jointly ask the Court to approve this Agreed Final Judgment and the accompanying Order for Severance and Entry of Judgment.

V. Settlement with Federal Agencies

The United States of America has separately reached a settlement in this matter resolving the State's potential claims against departments, agencies and instrumentalities of the United States, as set forth in the attached Federal Settlement Agreement (Exhibit C). That settlement agreement is attached for purposes of public notice but does not form a part of this judgment.

VI. Order

It appearing to the Court that this Agreed Final Judgment is in all respects proper and necessary, is fair, reasonable, and in the public interest, and will dispose of this case against the Settling Entities in a manner consistent with the intent and purposes of the Act, it is ORDERED, ADJUDGED and DECREED as follows:

1. The Court finds that the Order is final and unappealable.
2. The TCEQ shall have judgment against the Settling Entities in the amount of \$1,587,560.75 for its Response Costs and attorneys' fees at the Site. Of this sum, the amount of \$1,507,560.75 shall be designated as reimbursement for the TCEQ's Response Costs and the amount of \$80,000 shall be designated as attorneys' fees. No execution is necessary at this time.
3. All sums stated in para. VI.2, above, have been paid except as follows:
 - a. Rayco Oil Company, together with Ray Powell and his heirs and assigns ("Rayco"), shall pay the State the total sum of \$15,210 as part of the overall judgment against the Settling Entities set forth in para. VI.2, above. Of that sum, the State acknowledges receipt of \$5,070 as part of the receipt stated in Sec. VII, below.
 - b. Rayco shall pay the balance of \$10,140 in two annual installments. Within One Year after the Effective Date, Rayco shall pay the State

the sum of \$5,070 plus interest at the rate of 4% on the unpaid balance. Within Two Years after the Effective Date, Rayco shall pay the State all the remainder of the balance due, plus interest at the rate of 4% on the unpaid balance.

- c. Notwithstanding anything stated elsewhere in this Agreed Final Judgment, the Releases, Covenants, and Contribution Protection afforded to the Settling Entities by this Agreed Final Judgment shall not be effective as to Rayco until all sums stated above shall have been paid.

4. In addition to the sum stated above, the Federal Settlement Agreement calls for the payment of \$90,831.45 from the United States. Thus the total recovery of the TCEQ's Response Costs and attorneys' fees under this combined settlement, including the Federal Settlement and the Rayco payout, will be \$1,678,392.20.

VII. Receipt and Release

The TCEQ acknowledges receipt of the sum of \$1,577,420.75 in Response Costs and attorneys' fees from the Settling Entities in settlement of this case against the Settling Entities. In consideration of this payment, but subject to the Reservation of Rights specified in Section IX, below, and the reservation as to Rayco stated in para. VI.3.c, above, the TCEQ releases each of the Settling Entities from the Matters Addressed.

VIII. TCEQ's Covenants

In consideration of the payments made by the Settling Entities under this Agreed Final Judgment, and except as provided in the TCEQ's Reservation of Rights listed below, the TCEQ covenants not to sue or to take any further administrative or civil action against the Settling Entities for the Matters Addressed. The TCEQ's covenant shall take effect upon the Effective Date.

IX. TCEQ's Reservation of Rights

A. The TCEQ reserves, and this Agreed Final Judgment is without prejudice to, all rights against the Settling Entities with respect to:

1. liability arising from the past, present, or future disposal, release, or threat of release of solid waste, hazardous substances, hazardous waste, pollutants, and/or other contaminants, other than that on the Site or emanating from the Site;
2. liability based on the ownership or operation of the Site by a Settling Entity when such ownership or operation first commences after the Effective Date;
3. liability based on a Settling Entity's transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal of solid waste, hazardous substances, hazardous waste, pollutants and/or contaminants to, at, or in connection with the Site, which first takes place after the Effective Date;

4. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; and

5. criminal liability.

B. Nothing in this Agreed Final Judgment shall affect the TCEQ's rights or claims against any person or entity not a Party to this Agreed Final Judgment.

C. Nothing in this Agreed Final Judgment shall prevent the TCEQ or any other governmental entity having authority to regulate pollutants at the Site from investigating or addressing any previously unknown or undetected conditions that may arise or be discovered at the Site after the date this Agreed Final Judgment is entered, or from applying to the Commissioners of the TCEQ for modification of the Order if the conditions justify; *provided, however*, that such investigation, response action, or modified order shall not abrogate or modify the protections afforded to the Settling Entities in this Agreed Final Judgment, specifically including the Release in Section VII, the Covenant Not to Sue in Section VIII, and Contribution Protection in Section X.

D. For the purposes of establishing protection for the Settling Entities from contribution claims by third parties, the foregoing Reservation of Rights by the TCEQ and any subsequent modification of the Order pursuant to paragraph IX.C shall not cause the Settling Entities to be deemed to have resolved less than "all liability of the person to the state" for the Site, within the meaning of TEX. HEALTH & SAFETY CODE

§ 361.277(b).

X. Contribution Protection

A. This Agreed Final Judgment resolves and releases all liability of the Settling Entities to the State of Texas and the TCEQ concerning the Site, as more fully set out above, and specifically within the meaning of Sections 361.277, 361.188, 361.272 and 361.344 of the Act and under CERCLA Sections 107 and 113, 42 U.S.C. §§ 9607 and 9613, claims under RCRA Section 7002(a), 42 U.S.C. § 6972(a); excepting claims that might be made for injury or damage to natural resources and the assessment of such injury or damage. The Site is a “site subject to Subchapter F” within the meaning of TEX. HEALTH & SAFETY CODE § 361.277(b). The Parties agree, and by entering this Agreed Final Judgment the Court finds, that this Agreed Final Judgment constitutes a settlement pursuant to Section 361.277 of the Act and CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2); that each Settling Entity is entitled to and is granted, as of the Effective Date, protection from existing or future cost recovery, contribution, or indemnity actions or claims as provided by Section 361.277 of the Act and pursuant to CERCLA Sections 107 and 113, for the Matters Addressed.

B. As to any action based on tort brought by any person against a Settling Entity, respecting the Matters Addressed, the Settling Entity shall be considered a “settling person” within the meaning of Section 33.015(d) of the Texas Civil Practice &

Remedies Code, and shall have such protection from contribution actions as may be afforded by the law.

XI. Settling Entities' Releases and Covenants

A. The Settling Entities agree to release, and hereby do release, the State from all claims and causes of action that they have, have had, or might have against it alleging that the TCEQ's Order or the State's actions in this cause have been frivolous, unreasonable, or without foundation regarding any person, or that the orders or pleadings of the TCEQ have been groundless, brought in bad faith, brought for the purposes of harassment, fictitious or false.

B. Without waiving their right or ability to bring counterclaims, cross-claims, or other causes of action, or to assert defenses in any future action that may be brought by the State and/or the TCEQ, as reserved in the Reservation of Rights in Section IX, the Settling Entities covenant not to sue and agree not to assert any claims or causes of action against the State with respect to the Site, the TCEQ's Order, or this judgment, including but not limited to: claims for reimbursement or contribution under the Texas Solid Waste Disposal Act, claims under the Texas Tort Claims Act, claims under any federal law, or claims under the Texas Constitution or the United States Constitution.

C. In consideration of the mutual releases and covenants herein, and without waiving their rights or ability to bring counterclaims, cross-claims, or other causes of

action or to assert defenses in any future action that may be brought by the State and/or the TCEQ, as reserved in the Reservation of Rights in Section IX herein, or by any third party, or by any Settling Entity against another Settling Entity, each of the Settling Entities hereby generally and mutually RELEASES, RELINQUISHES AND FOREVER DISCHARGES each and all of the Settling Entities and each of the Settling Entities hereby waives, covenants not to sue, and agrees not to assert against such Settling Entities any claims or causes of action that they may have now or in the future against the other Settling Entities to this Agreed Final Judgment with respect to the Site, including but not limited to: claims, causes of action or allegations under CERCLA Sections 107 or 113, 42 U.S.C. §§ 9607 or 9613 (including any claims, causes of action or allegations for cost recovery, contribution or indemnity); claims, causes of action or allegations under RCRA Section 7002(a), 42 U.S.C. § 6972(a); claims, causes of action or allegations under the United States Constitution; or claims, causes of action or allegations under state law. The releases, waivers and covenants not to sue among and between the Settling Entities shall be effective on the Effective Date; *provided, however,* that the covenants, waivers and releases in this paragraph shall not apply if the TCEQ, the United States or any agency thereof, or any of the Settling Entities brings an administrative, civil or criminal action, including but not limited to those involving natural resource damages, or pursuant to, or in response to, an action brought pursuant

to the Reservation of Rights in Section IX against any of the Settling Entities in connection with the Site. In such event, each of the Settling Entities expressly reserves all rights (including but not limited to cost recovery, contribution or indemnity rights), defenses, claims, demands, and causes of action that it may have, but only against the person seeking such relief. These declarations, representations and warranties shall be deemed continuing and shall continue after the Effective Date.

D. Without waiving their right or ability to bring counterclaims, or to assert defenses, in any future action that may be brought by the TCEQ as reserved in the Reservation of Rights herein, the Settling Entities covenant not to sue and agree not to assert any claims or causes of action they may have now or in the future against the United States or the Federal PRP's with respect to the Site, including but not limited to: claims under CERCLA Sections 107 or 113, 42 U.S.C. §§ 9607 or 9613; claims under RCRA Section 7002(a), 42 U.S.C. § 6972(a); claims under the United States Constitution; or claims under state law. This covenant shall take effect upon payment by the United States of all sums required under the Federal Settlement Agreement and any interest due thereon; provided however that this covenant shall not apply if the United States or any agency thereof brings an administrative, civil or criminal action, including but not limited to those involving natural resource damages, against any of the Settling Entities in connection with the Site.

E. Nothing in this Agreed Final Judgment shall affect the Settling Entities' rights or claims against any person or entity other than the Settling Entities; the United States and the Federal PRP's; and the State of Texas.

XII. Execution

The undersigned representatives of the Settling Entities, and the Attorney General of Texas for the TCEQ, each certifies that he or she is fully authorized to enter into the terms and conditions of this Agreed Final Judgment and to execute and legally bind such Party to this document. If a signatory has not previously appeared as an attorney of record in this case, his or her signature is made as a corporate representative and does not constitute an appearance as attorney of record.

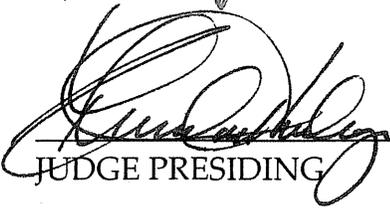
XIII. Finality

This Agreed Final Judgment is a final judgment as to all claims and causes of action that have been brought or could have been brought, related to the Site, among and between all Parties in this severed lawsuit. All other relief related to the Site requested by the State against any Settling Entity, or by any Settling Entity against the State, or by any Settling Entity against another Settling Entity, not granted in this judgment, is hereby DENIED.

XIV. Costs

All costs of court shall be taxed against the Party incurring the same.

SIGNED this 30th day of July, 2012.



JUDGE PRESIDING

Agreed Final Judgment; *Young Chevrolet, Inc., v. Texas Commission on Environmental Quality*

Agreed as to substance and form, and entry requested:

GREG ABBOTT
Attorney General of Texas

DANIEL T. HODGE
First Assistant Attorney General

JOHN B. SCOTT
Deputy Attorney General for Civil Litigation

JON NIERMANN
Chief, Environmental Protection Division



THOMAS H. EDWARDS
Assistant Attorney General
State Bar No. 06461800

Date: July 30, 2012

OFFICE OF THE ATTORNEY GENERAL
P.O. Box 12548, Capitol Station
Austin, Texas 78711-2548
Tel: (512) 463-2012
Fax: (512) 320-0052
Email: Thomas.Edwards@oag.state.tx.us

ATTORNEYS FOR THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND ITS
COMMISSIONERS BRYAN SHAW, BUDDY GARCIA AND CARLOS RUBINSTEIN

Agreed Final Judgment; *Young Chevrolet, Inc., v. Texas Commission on Environmental Quality*

Agreed as to substance and form, and entry requested:

MOLTZ MORTON O'TOOLE, L.L.P.



Handwritten signature of Steven Morton in cursive, written over a horizontal line.

Date: 5/29/12

R. Steven Morton

State Bar No. 14564290

Janessa C. Glenn

State Bar No. 50511631

106 East 6th Street, Suite 700

Austin, Texas 78701-3531

Telephone: (512) 439-2170

Facsimile: (512) 439-2165

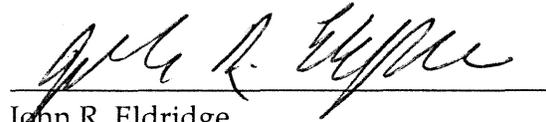
smorton@mmlaw.com

ATTORNEYS FOR THE PARTIES NAMED ON THE ATTACHED LIST

Agreed Final Judgment; *Young Chevrolet, Inc., v. Texas Commission on Environmental Quality*

Agreed as to substance and form, and entry requested:

HAYNES AND BOONE, L.L.P.



Date: June 5, 2012

John R. Eldridge
State Bar No. 06513520
1221 McKinney Street, Suite 2100
Houston, Texas 77010
Telephone: (713) 547-2000
Facsimile: (713) 547-2600
john.eldridge@haynesboone.com

Adam R. Sencenbaugh
State Bar No. 24060584
Haynes and Boone, L.L.P.
600 Congress Ave., Ste. 1300
Austin, Texas 78701
Telephone: (512) 867-8489
Facsimile: (512) 867-8606

ATTORNEYS FOR CHEVRON USA, INC.; TEXACO CHEMICAL COMPANY; TEXACO, INC.; AND
WARREN PETROLEUM COMPANY

Agreed Final Judgment; *Young Chevrolet, Inc., v. Texas Commission on Environmental Quality*

Agreed as to substance and form, and entry requested:

SPENCER FANE BRITT & BROWNE, LLP



Date: 5/15/12

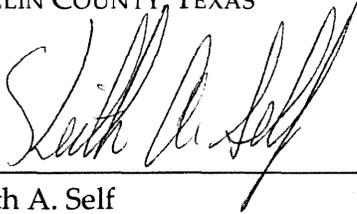
Andrew C. Brought
State Bar No. 24043573
1000 Walnut Street, Suite 1400
Kansas City, MO 64106-6214
Tel: (816) 292-8886
Fax: (816) 474-3216
abrought@spencerfane.com

ATTORNEYS FOR ALCATEL-LUCENT USA INC. (F/K/A LUCENT TECHNOLOGIES INC., AS SUCCESSOR OF CERTAIN AT&T TECHNOLOGIES INC. INTERESTS), ON BEHALF OF THE ENTITY IDENTIFIED AS AT&T IN THE ORDER

Agreed Final Judgment; *Young Chevrolet, Inc., v. Texas Commission on Environmental Quality*

Agreed as to substance and form, and entry requested:

COLLIN COUNTY, TEXAS



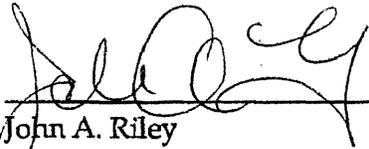
Date: 5/22/12

Keith A. Self
County Judge
Collin County Administration Building
2300 Bloomdale Rd., Suite 4192
McKinney, TX 75071
Phone: 972-424-1460, ext. 4631
Fax: 972-548-4699
Email: keith.self@collincountytx.gov

Agreed Final Judgment; *Young Chevrolet, Inc., v. Texas Commission on Environmental Quality*

Agreed as to substance and form, and entry requested:

BRACEWELL & GIULIANI LLP



John A. Riley

State Bar No. 16927900

Bracewell & Giuliani LLP

111 Congress Ave., Ste. 2300

Austin, TX 78701

Tel: 512-542-2108

John.Riley@BGLLP.com

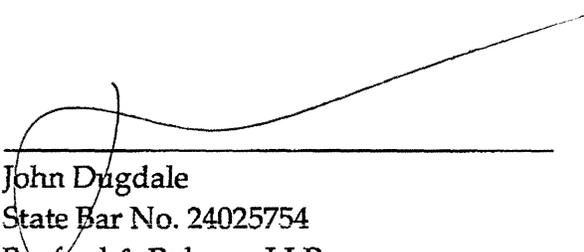
Date: 5-29-12

ATTORNEYS FOR LUMINANT GENERATION COMPANY, LLC, TEXAS UTILITIES GENERATING
COMPANY AND DALLAS POWER & LIGHT COMPANY

Agreed Final Judgment; *Young Chevrolet, Inc., v. Texas Commission on Environmental Quality*

Agreed as to substance and form, and entry requested:

BURFORD & RYBURN, LLP



John Dugdale
State Bar No. 24025754
Burford & Ryburn, LLP
3100 Lincoln Plaza
500 N. Akard St.
Dallas, TX 75201-3302
Tel: (214) 740-3175
Fax: (214) 740-2809
jdugdale@briaw.com

Date: _____

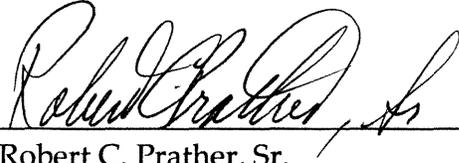
5/30/12

ATTORNEYS FOR AIR LIQUIDE LARGE INDUSTRIES U.S. LP ("AIR LIQUIDE"), ON BEHALF OF
BIG THREE INDUSTRIAL GAS, INC.

Agreed Final Judgment; *Young Chevrolet, Inc., v. Texas Commission on Environmental Quality*

Agreed as to substance and form, and entry requested:

SNELL, WYLIE & TIBBALS, P.C.



Date: 05-15-2012

Robert C. Prather, Sr.

Texas Bar No. 16235000

Snell, Wylie & Tibbals, P.C.

8150 N. Central Expy., Ste. 1800

Dallas, Texas 75206-1883

Tel: 214-932-1779

Fax: 214-691-2501

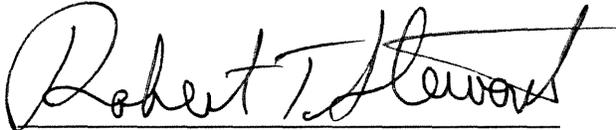
rprather@snellwylie.com

ATTORNEYS FOR DELMAR R. HAM, JR., AND DELMAR DISPOSAL COMPANY, INC.

Agreed Final Judgment; *Young Chevrolet, Inc., v. Texas Commission on Environmental Quality*

Agreed as to substance and form, and entry requested:

KELLY, HART & HALLMAN LLP



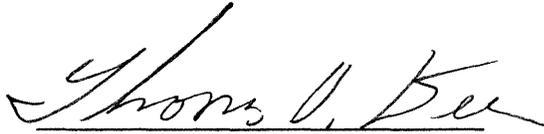
Date: May 15, 2012

Robert T. Stewart
State Bar No. 19218250
Kelly, Hart & Hallman, LLP
301 Congress Ave., Suite 2000
Austin, Texas 78701
Telephone: (512) 495-6426
Facsimile: (512) 495-6617

ATTORNEYS FOR SOUTHWESTERN PETROLEUM CORPORATION

Agreed Final Judgment; *Young Chevrolet, Inc., v. Texas Commission on Environmental Quality*

Agreed as to substance and form, and entry requested:

A handwritten signature in cursive script, reading "Thomas O. Deen", written in black ink over a horizontal line.

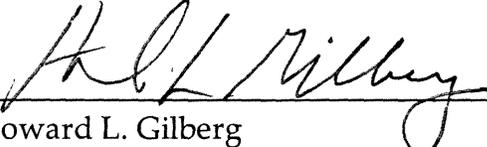
Thomas O. Deen
State Bar No. 05713780
3730 Kirby Drive, Suite 1200
Houston, Texas 77098
Tel: (713) 828-1580
tdeen@thomasodeen.com

ATTORNEY FOR CHANNEL SHIPYARD COMPANY, INC.

Agreed Final Judgment; *Young Chevrolet, Inc., v. Texas Commission on Environmental Quality*

Agreed as to substance and form, and entry requested:

GUIDA, SLAVICH & FLORES, P.C.



Date: 5/18/12

Howard L. Gilberg
State Bar No. 07894600
Guida, Slavich & Flores, P.C.
750 North St. Paul Street, Suite 200
Dallas, TX 75201-3205
Tel: 214-692-0009
Fax: 214-692-6610
gilberg@gsfpc.com

ATTORNEYS FOR PIONEER NATURAL RESOURCES USA, INC., DORCHESTER REFINING
COMPANY AND DMLP Co.

Agreed Final Judgment; *Young Chevrolet, Inc., v. Texas Commission on Environmental Quality*

Agreed as to substance and form, and entry requested:

BAYNE, SNELL & KRAUSE



Date: May 22, 2012

Barry Snell

SBN: 18789000

Bayne, Snell & Krause

8626 Tesoro Dr., Ste. 500

San Antonio, TX 78217-6233

Tel: (210)824-3278

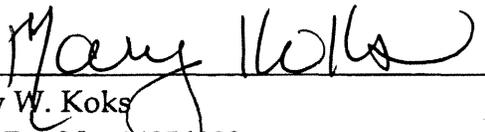
bsnell@bsklaw.com

ATTORNEYS FOR KSDR, INC., A FORMER TEXAS CORPORATION

Agreed Final Judgment; *Young Chevrolet, Inc., v. Texas Commission on Environmental Quality*

Agreed as to substance and form, and entry requested:

MUNSCH HARDT KOPF & HARR, P.C.



Mary W. Koks

State Bar No. 04856800

Bank of America Center

700 Louisiana Street, Suite 4600

Houston, Texas 77002-2845

Tel: 713-222-4030

Fax: 713-222-5830

mkoks@munsch.com

Date: 5/21/12

ATTORNEYS FOR BAKER HUGHES OILFIELD OPERATIONS INC. (FOR PRP TRI-STATE TOOLS)

Agreed Final Judgment; *Young Chevrolet, Inc., v. Texas Commission on Environmental Quality*

Agreed as to substance and form, and entry requested:

WRAY FORD, INC.



By: George D. Wray III, President
2851 Benton Road
Bossier City, LA 71111
Tel: (318) 686-7300
Fax: (318) 671-9336
Email: spursley@wrayford.com

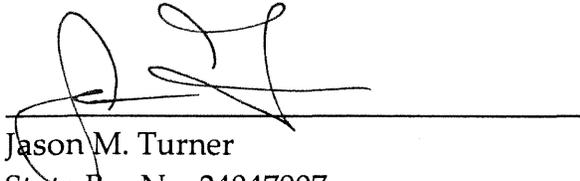
Date: May 22, 2012

REPRESENTATIVE SIGNATORY FOR WRAY FORD, INC.

Agreed Final Judgment; *Young Chevrolet, Inc., v. Texas Commission on Environmental Quality*

Agreed as to substance and form, and entry requested:

FULBRIGHT & JAWORSKI L.L.P.



Date: 5/25/12

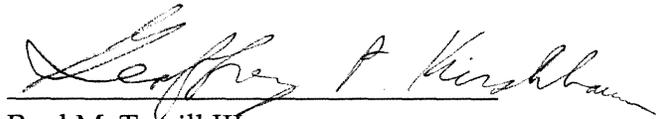
Jason M. Turner
State Bar No: 24047007
Fulbright & Jaworski L.L.P.
98 San Jacinto Blvd., Ste. 1100
Austin, TX 78701-4255
Tel: 512-536-5226
Fax: 512-536-4598
jturner@fulbright.com

ATTORNEYS FOR BARLOWORLD FLEET LEASING LLC, BARLOWORLD TRUCK CENTER, INC.,
AND SHREVEPORT TRUCK CENTER

Agreed Final Judgment; *Young Chevrolet, Inc., v. Texas Commission on Environmental Quality*

Agreed as to substance and form, and entry requested:

THE TERRILL FIRM, P.C.



Paul M. Terrill III

State Bar No. 00785094

Geoffrey P. Kirshbaum

State Bar No. 24029665

810 West 10th Street

Austin, Texas 78701-2005

Telephone: (512) 474-9100

Facsimile: (512) 474-9888

gkirshbaum@terrill-law.com

ATTORNEYS FOR YOUNG CHEVROLET, INC., AND TROY L. MORGAN, JR.

Agreed Final Judgment; *Young Chevrolet, Inc., v. Texas Commission on Environmental Quality*

Agreed as to substance and form, and entry requested:

GARDERE WYNNE SEWELL LLP



Date: May 30, 2012

David M. Bates

State Bar No: 01899950

Gardere Wynne Sewell LLP

1000 Louisiana, Suite 3400

Houston, TX 77002-5011

Tel: 713-276-5355

Fax: 713-276-6355

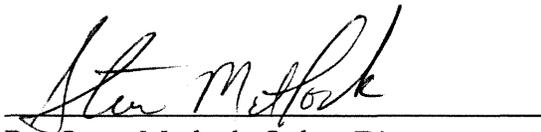
dbates@gardere.com

ATTORNEYS FOR FARGO PETROLEUM, LLC, F/K/A DAVISON PETROLEUM PRODUCTS, LLC,
AND FARGO TRANSPORT, INC. F/K/A DAVISON TRANSPORT, INC., INDIVIDUALLY AND AS
SUCCESSOR TO MATHEWS TRUCKING COMPANY, INC.

Agreed Final Judgment; *Young Chevrolet, Inc., v. Texas Commission on Environmental Quality*

Agreed as to substance and form, and entry requested:

MURPHY BROS. TRUCKING & CONSTRUCTION, LLC, FORMERLY MURPHY BROS. SERVICE CENTER, INC.



Date: May 15, 2012

By: Steve Matlock, Safety Director
Murphy Bros. Trucking & Construction, LLC
3500 Second St.
P.O. Box 298
Arcadia, LA 71001
318-263-3530 (office)
318-548-5365 (cell)
318-263-3977 (fax)
smatlock@murphybrostrucking.com

Agreed Final Judgment; *Young Chevrolet, Inc., v. Texas Commission on Environmental Quality*

Agreed as to substance and form, and entry requested:

SOUTH COAST PRODUCTS



Rick Cantu

South Coast Products

P.O. Box 450109

Houston, TX 77245

Tel: (713) 225-0048

Fax: (713) 229-8304

rickc@socousa.com

Date: 5/31/12

Agreed Final Judgment; *Young Chevrolet, Inc., v. Texas Commission on Environmental Quality*

Agreed as to substance and form, and entry requested:

PHELPS DUNBAR LLP



Date: 5/22/2012

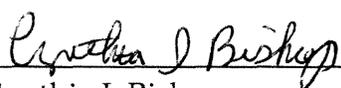
John Manard
Phelps Dunbar LLP
365 Canal Street, Suite 2000
New Orleans, LA 70130-6534
(504) 584-9253 Direct
(504) 568-9130 Fax
manardj@phelps.com

ATTORNEYS FOR GATX CORPORATION

Agreed Final Judgment; *Young Chevrolet, Inc., v. Texas Commission on Environmental Quality*

Agreed as to substance and form, and entry requested:

C BISHOP LAW PC



Cynthia J. Bishop
State Bar No. 00790309
P.O. Box 612994
Dallas, TX 75261
Tel: 214-893-5646
cbishop@cbishoplaw.com

Date: 5/15/12

ATTORNEY FOR DENNIS NAUSLAR, ON BEHALF OF AND AS THE INDEMNITOR OF WILLOW DISTRIBUTORS, L.P. (ALSO REFERRED TO AS COORS DISTRIBUTOR)