

**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION**

CHARLESTON WATERKEEPER,	)	
SOUTH CAROLINA COASTAL	)	
CONSERVATION LEAGUE,	)	
	)	
Plaintiffs,	)	C/A No. 2:20-cv-01089-DCN
	)	
v.	)	
	)	
FRONTIER LOGISTICS, L.P.,	)	
	)	
Defendant.	)	
_____	)	

**JOINT MOTION FOR ENTRY OF A CONSENT ORDER  
DISMISSING THIS ACTION WITH PREJUDICE**

Pursuant to Fed. R. Civ. P. 41(a)(2) and Local Rule 7.01, Plaintiffs Charleston Waterkeeper and South Carolina Coastal Conservation League (“Plaintiffs”), and Defendant Frontier Logistics, L.P. (“Defendant”), respectfully move this Court for dismissal with prejudice of this case. The parties are pleased to report that they have been engaged in settlement discussions over the past month in an effort to resolve the citizen suit litigation initiated by Plaintiffs under the Federal Clean Water and Resource Conservation and Recovery Acts, respectively, regarding Defendant’s operations of its now-closed facility at the Union Pier Terminal in Charleston. Through hard work, compromise, and arms-length negotiation, the parties have reached a settlement agreement that fully resolves the issues and claims advanced in this litigation and is fair, adequate, reasonable, not against the public interest, not illegal, and not the product of collusion. A copy of the fully-executed settlement agreement is attached hereto as Exhibit A (“Settlement Agreement”).

Accordingly, the parties agree to the dismissal of this action with prejudice, subject to the Court retaining jurisdiction to enforce the terms and conditions of the Settlement Agreement, as

well as the provisions of the Confidentiality Order (dkt.#18). As the issues between the parties have been resolved, the Plaintiffs and Defendant hereby jointly request that the Court dismiss this action with prejudice<sup>1</sup> and grant such other relief as the Court deems just and proper.

[SIGNATURE PAGE FOLLOWS]

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<sup>1</sup> Pursuant to 33 U.S.C. § 1365(c)(3), the parties will promptly cause copies of the proposed Consent Order of Dismissal with Prejudice and the settlement agreement and Confidentiality Order referenced therein to be served upon the Attorney General of the United States and the acting Administrator of the United States Environmental Protection Agency. The parties request that the Court not enter the proposed consent order until 45 days after the receipt of a copy of the proposed order by the Attorney General and the Administrator. *Id.* The parties will promptly file proof of service on the docket after such documentation is obtained, and will also contact the Court after the expiration of the notice period regarding their request for entry of the proposed Consent Order of Dismissal with Prejudice.

Respectfully submitted,

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March 3, 2021  
Charleston, South Carolina

# **EXHIBIT A**

**COMPROMISE AND SETTLEMENT AGREEMENT,  
RELEASE OF CLAIMS, AND COVENANT NOT TO SUE**

This Compromise and Settlement Agreement, Release of Claims, and Covenant Not to Sue (the “Agreement”) is made and entered into on the 3rd day of March, 2021, by and between the Charleston Waterkeeper and South Carolina Coastal Conservation League (together, “Plaintiffs”), and Frontier Logistics, L.P. (“Frontier”) (collectively with Plaintiffs sometimes hereinafter referred to as the “Parties”, or each entity separately as a “Party”) with respect to that certain action styled “Charleston Waterkeeper and South Carolina Coastal Conservation League v. Frontier Logistics, L.P.” pending in the United States District Court for the District of South Carolina, Charleston Division, Case No. 2:20-cv-01089-DCN (the “Action”).

WHEREAS, Plaintiffs brought a citizen suit, and the Parties have been litigating, the Action pursuant to claims alleging violations of the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 *et seq.* (“Resources Conservation and Recovery Act” or “RCRA”) and the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.* (“Clean Water Act” or “CWA”), alleging illegal discharges of plastic pellets from Frontier’s former facility located at Union Pier Terminal (“UPT”) in Charleston County, South Carolina; and

WHEREAS, the Parties have engaged in substantive settlement negotiations and exchanged information on the factual and legal positions of each Party; and

WHEREAS, after taking into account the burdens, risks, uncertainties, and expense of litigation, as well as the fair, cost-effective, and assured method of resolving the Action under this Agreement, the Parties have concluded that this Agreement is fair, reasonable, adequate and in their best interests.

NOW, THEREFORE, in consideration of the above-stated premises, the promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consideration. In settlement and satisfaction of the Action and all claims alleged, or which could have been alleged, by Plaintiffs concerning the subject matter thereof, or relating in any way to the Action, the Parties agree as follows.