

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

CONSERVATION LAW FOUNDATION,
INC.,

Plaintiff,

v.

EXXONMOBIL CORPORATION,
EXXONMOBIL OIL CORPORATION, and
EXXONMOBIL PIPELINE COMPANY,

Defendants.

Case No. 1:16-cv-11950-MLW

DEFENDANTS' ANSWER TO AMENDED COMPLAINT

Defendants, Exxon Mobil Corporation, ExxonMobil Oil Corporation, and ExxonMobil Pipeline Company (collectively, "ExxonMobil") answer the Amended Complaint for Declaratory and Injunctive Relief and Civil Penalties (the "Amended Complaint") filed by the Plaintiff Conservation Law Foundation, Inc. ("CLF") as follows:

1. ExxonMobil states that paragraph 1 contains legal conclusions and CLF's description of its own claims, to which no response is required. To the extent a response could be required, however, ExxonMobil denies the allegations in paragraph 1.

2. ExxonMobil states that paragraph 2 contains legal conclusions and CLF's description of its own claims, to which no response is required. To the extent a response could be required, however, ExxonMobil denies the allegations in paragraph 2.

3. ExxonMobil states that the propriety of venue and subject matter jurisdiction in the U.S. District Court for the District of Massachusetts as set forth in paragraph 3 amounts to legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil denies that any violations have occurred.

4. ExxonMobil states that paragraph 4 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil admits only that CLF sent ExxonMobil a letter dated May 17, 2016, a copy of which, without exhibits, is appended as Exhibit B to the Amended Complaint and speaks for itself, and ExxonMobil denies any remaining allegations in paragraph 4.

5. ExxonMobil admits only that CLF sent ExxonMobil a letter dated July 8, 2016, a copy of which is appended, without exhibits, as Exhibit C to the Amended Complaint. Further responding, ExxonMobil states that Exhibit C speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that exhibit. To the extent there are any remaining allegations in paragraph 5, ExxonMobil denies them.

6. ExxonMobil admits only that at the time CLF filed its original complaint in this action, more than 60 days had elapsed since CLF sent ExxonMobil a letter dated July 8, 2016, a copy of which is appended, without exhibits, as Exhibit C to the Amended Complaint, and that neither EPA nor the Commonwealth of Massachusetts commenced or prosecuted an action against ExxonMobil because no such action is warranted. To the extent there are any remaining allegations in paragraph 6, ExxonMobil denies them.

7. ExxonMobil admits only that at the time CLF filed its original complaint in this action, more than 90 days had elapsed since CLF sent ExxonMobil a letter dated May 17, 2016, a copy of which is appended, without exhibits, as Exhibit B to the Amended Complaint, and that neither EPA nor the Commonwealth of Massachusetts has commenced or prosecuted an action against ExxonMobil because no such action is warranted. To the extent there are any remaining allegations in paragraph 7, ExxonMobil denies them.

8. ExxonMobil denies the allegations in paragraph 8 pertaining to it and states that it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

9. ExxonMobil denies the allegations in paragraph 9.

10. ExxonMobil denies the allegations in paragraph 10.

11. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding CLF's members. Further responding, ExxonMobil states that the underlying image referenced in paragraph 11 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, characterize, or annotate that image. To the extent there are any remaining allegations in paragraph 11, ExxonMobil denies them.

12. ExxonMobil denies the allegations in paragraph 12.

13. ExxonMobil denies the allegations in paragraph 13.

14. ExxonMobil denies the allegations in paragraph 14.

15. ExxonMobil denies the allegations in paragraph 15.

16. ExxonMobil admits only that Exxon Mobil Corporation: (a) is a multinational oil and gas corporation; (b) is incorporated in New Jersey and headquartered in Irving, Texas; (c) is a descendant of John D. Rockefeller's Standard Oil Company; and (d) was formed by a merger between Exxon (which was an indirect successor to Standard Oil Company of New Jersey) and Mobil (which was originally the Standard Oil Company of new York) on November 30, 1999, and denies any remaining allegations in paragraph 16.

17. ExxonMobil admits only that ExxonMobil Pipeline Company: (a) is a Delaware corporation; (b) is an indirectly wholly-owned subsidiary of Exxon Mobil Corporation; and

(c) operates oil pipelines and has service agreements to operate and manage fuel terminals for Exxon Mobil Corporation and certain subsidiaries and/or affiliates. Further responding, ExxonMobil denies the remaining allegations in paragraph 17.

18. ExxonMobil states that ExxonMobil Pipeline should be ExxonMobil Pipeline Company and otherwise admits the allegations in paragraph 18.

19. ExxonMobil admits only: (a) the allegations in the first sentence of paragraph 19; (b) that ExxonMobil Oil Corporation is an indirect subsidiary of Exxon Mobil Corporation; and (c) that the business activities described in the second sentence of paragraph 19 are some of many conducted by ExxonMobil Oil Corporation. To the extent there are any remaining allegations in paragraph 19, ExxonMobil denies them.

20. ExxonMobil admits the allegations in paragraph 20.

21. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of paragraph 21. Further responding, ExxonMobil states that the documents referenced in the second sentence of paragraph 21 speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those documents. To the extent there are any remaining allegations in paragraph 21, ExxonMobil denies them.

22. ExxonMobil admits only that it is a producer of oil and gas, it is one of the largest oil refiners, and its reserves exceed 20 billion BOE. Further responding, ExxonMobil denies the remaining allegations in paragraph 22.

23. ExxonMobil states that paragraph 23 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states

that the statute referenced in paragraph 23 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that statute.

24. ExxonMobil states that paragraph 24 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the statute referenced in paragraph 24 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that statute.

25. ExxonMobil states that paragraph 25 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the statute referenced in paragraph 25 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that statute.

26. ExxonMobil states that paragraph 26 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the statute referenced in paragraph 26 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that statute.

27. ExxonMobil states that paragraph 27 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the regulation referenced in paragraph 27 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that regulation.

28. ExxonMobil states that paragraph 28 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the statute referenced in paragraph 28 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that statute.

29. ExxonMobil states that paragraph 29 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the regulations governing NPDES permits speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those regulations. Further responding, ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of any remaining allegations in paragraph 29 concerning all NPDES permits or NPDES permits generally.

30. ExxonMobil states that paragraph 30 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the statutes referenced in paragraph 30 speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those statutes.

31. ExxonMobil states that paragraph 31 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the statute referenced in paragraph 31 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that statute.

32. ExxonMobil states that paragraph 32 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the statutes referenced in paragraph 32 speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those statutes.

33. ExxonMobil states that paragraph 33 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the statutes and regulations referenced in paragraph 33 speak for themselves, and

ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those statutes or regulations.

34. ExxonMobil states that paragraph 34 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the statute referenced in paragraph 34 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that statute.

35. ExxonMobil states that paragraph 35 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the decision referenced in paragraph 35 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that decision.

36. ExxonMobil states that paragraph 36 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the decision referenced in paragraph 36 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that decision.

37. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the precise date alleged in paragraph 37 on which a third party began to operate what is now the Terminal property as a refinery, but it admits that since 1965, the Terminal has operated as a petroleum products distribution and bulk storage facility and that it previously operated as a refinery since at least 1929.

38. ExxonMobil admits only that the Everett Terminal is approximately 100 acres in size, includes a North Tank Farm and a South Tank Farm, and a marine bulk products receiving and shipping facility, and denies the remaining allegations in paragraph 38.

39. ExxonMobil admits only that Sprague Energy's asphalt facility is located on property formerly owned by ExxonMobil and denies any remaining allegations in paragraph 39.

40. ExxonMobil admits only that: (a) petroleum products are among the products received at the Everett Terminal; (b) the petroleum products received include at various times gasoline, ultra-low sulfur diesel (ULSD), ethanol, heavy fuel oil, heating oil, No. 6 fuel, and fuel additives; and (c) those products are received in bulk quantities at the Everett Terminal's marine vessel dock and then transferred through above-ground piping to above-ground storage tanks at the Everett Terminal's tank farm, which consists of approximately 28 tanks and a truck loading rack. To the extent there are any remaining allegations in paragraph 40, ExxonMobil denies them.

41. ExxonMobil denies the allegations in paragraph 41.

42. ExxonMobil denies the allegations in the first sentence of paragraph 42 and admits the remaining allegations.

43. ExxonMobil admits only that the Everett Terminal generally is operated by approximately 14 employees as well as additional contractors, which typically include a terminal superintendent, an administrator, a terminal supervisor, a working foreman, at least nine terminal operators, and two mechanics, as well as several additional field support personnel. Further responding, ExxonMobil admits only that most of the Everett Terminal staff generally operate out of an office building located on the Everett Terminal property and denies any remaining allegations in paragraph 43.

44. ExxonMobil states that ExxonMobil Pipeline should be ExxonMobil Pipeline Company and otherwise generally admits the allegations in paragraph 44.

45. Pursuant to the November 30, 2008 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fourth Cause of Action has been dismissed and, therefore, no response to paragraph 45 is required. To the extent a response could be required, however, ExxonMobil states that the document referenced in paragraph 45 speaks for itself and is inapplicable to the present operating stormwater system, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that document. Further responding, ExxonMobil admits only that the Everett Terminal collects stormwater from portions of the Everett Terminal and Sprague Energy facility, which stormwater is treated and discharged in accordance with the Everett Terminal's NPDES permit, and denies any remaining allegations in paragraph 45.

46. ExxonMobil admits only that the allegations in paragraph 46 are true with respect to stormwater collected at the Everett Terminal and discharged from the Everett Terminal's outfalls, and denies any remaining allegations in paragraph 46.

47. ExxonMobil denies the allegations in paragraph 47 as stated.

48. ExxonMobil admits only that ExxonMobil Oil Corporation is the operator of the Everett Terminal, to which NPDES Permit No. MA 0000833 (the "Permit") is issued and that the Everett Terminal operates in compliance with the Permit, and denies any remaining allegations in paragraph 48.

49. ExxonMobil admits only that the term of the Permit concluded and therefore, by law, it is administratively continued until EPA acts on the pending and timely-filed permit renewal application, and denies any remaining allegations in paragraph 49.

50. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit. Further responding,

ExxonMobil admits only that the Permit authorizes the Everett Terminal to discharge certain types of water and that ExxonMobil complies fully with the Permit's conditions, and denies any remaining allegations contained in paragraph 50.

51. ExxonMobil admits the allegations in paragraph 51.

52. ExxonMobil admits the allegations in paragraph 52.

53. ExxonMobil states that paragraph 53 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the referenced regulation speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that regulation. Further responding, ExxonMobil admits only that the Island End River is designated by the Commonwealth of Massachusetts as a Class SB water body, and ExxonMobil denies any remaining allegations in paragraph 53.

54. ExxonMobil states that paragraph 54 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the statute referenced in paragraph 54 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that statute.

55. ExxonMobil states that paragraph 55 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the statute referenced in paragraph 55 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that statute. Further responding, ExxonMobil admits only that the Massachusetts Department of Environmental Protection is responsible for identifying impaired waters, and ExxonMobil denies any remaining allegations in paragraph 55.

56. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 56.

57. ExxonMobil states that the document referenced in paragraph 57 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that document.

58. ExxonMobil states that the document referenced in paragraph 58 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that document.

59. ExxonMobil states that the document referenced in paragraph 59 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that document.

60. ExxonMobil states that paragraph 60 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

61. Pursuant to the March 13, 2019 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifth Cause of Action has been dismissed and, therefore, no response to paragraph 61 is required. To the extent a response could be required, however, ExxonMobil denies that it "incorporated" the pond into the Everett Terminal's wastewater treatment system and states that it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 61.

62. ExxonMobil states that paragraph 62 contains legal conclusions and pursuant to the March 13, 2019 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's

Fifth Cause of Action has been dismissed, and, therefore, no response is required. To the extent a response could be required, however, ExxonMobil denies the allegations in paragraph 62.

63. Pursuant to the March 13, 2019 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifth Cause of Action has been dismissed and, therefore, no response to paragraph 63 is required. To the extent a response could be required, however, ExxonMobil denies the allegations in paragraph 63.

64. ExxonMobil states that paragraph 64 contains legal conclusions and pursuant to the March 13, 2019 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifth Cause of Action has been dismissed and, therefore, no response is required. To the extent a response could be required, however, ExxonMobil denies the allegations in paragraph 64.

65. ExxonMobil states that paragraph 65 contains legal conclusions and pursuant to the March 13, 2019 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifth Cause of Action has been dismissed, and, therefore, no response is required. To the extent a response could be required, however, ExxonMobil denies the allegations in paragraph 65.

66. ExxonMobil states that paragraph 66 contains legal conclusions and pursuant to the March 13, 2019 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifth Cause of Action has been dismissed, and, therefore, no response is required. To the extent a response could be required, however, ExxonMobil denies the allegations in paragraph 66.

67. Pursuant to the March 13, 2019 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifth Cause of Action has been dismissed and, therefore, no response to paragraph 67 is required. To the extent a response could be required, however, ExxonMobil denies the allegations in paragraph 67.

68. ExxonMobil admits the allegations in paragraph 68.

69. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit. Further responding, ExxonMobil admits only that there are three discharge outfalls from the Everett Terminal, Outfalls 01A, 01B and 01C, that connect through internal piping to a culvert and that the Permit governs the terms of the operation of the stormwater system, and ExxonMobil denies any remaining allegations in paragraph 69.

70. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit. Further responding, ExxonMobil admits only that the Permit includes numeric effluent limitations, including for PAHs, for Outfalls 01A and 01C, and ExxonMobil denies any remaining allegations in paragraph 70.

71. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

72. ExxonMobil states that the Permit and the regulation referenced in paragraph 72 speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those documents.

73. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

74. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

75. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

76. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

77. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

78. ExxonMobil states that the hearing transcript referenced in paragraph 78 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that document. ExxonMobil also states that the Everett Terminal's SWPPP has been amended more than seven times since 2012 and more recently than November 2015. Further responding, ExxonMobil admits only that no structural changes have been made to the Everett Terminal that were required by law to be documented in order for the Everett Terminal's SWPPP to be in full legal compliance, and ExxonMobil denies any remaining allegations in paragraph 78.

79. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

80. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

81. ExxonMobil states that paragraph 81 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the regulation referenced in paragraph 81 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that regulation.

82. ExxonMobil states that paragraph 82 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the regulation referenced in paragraph 82 speaks for itself, and ExxonMobil denies any

allegations purporting to summarize, interpret, or characterize that regulation. Further responding, ExxonMobil admits only that ExxonMobil Oil Corporation is required to prepare an SPCC plan for the Everett Terminal and denies any remaining allegations in paragraph 82.

83. ExxonMobil states that paragraph 83 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the regulation referenced in paragraph 83 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that regulation.

84. ExxonMobil states that the regulation referenced in paragraph 84 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that regulation. Further responding, ExxonMobil denies the remaining allegations in paragraph 84.

85. ExxonMobil states that the regulation referenced in paragraph 85 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that regulation.

86. ExxonMobil states that paragraph 86 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the regulation referenced in paragraph 86 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that regulation. Further responding, ExxonMobil denies any remaining allegations in paragraph 86.

87. ExxonMobil denies the allegations in paragraph 87.

88. ExxonMobil denies the allegations in paragraph 88.

89. ExxonMobil denies the allegations in paragraph 89.

90. ExxonMobil denies the allegations in paragraph 90.

91. ExxonMobil denies the allegations in paragraph 91.

92. ExxonMobil states that the document referenced in paragraph 92 speaks for itself and ExxonMobil denies the allegations purporting to summarize, interpret, or characterize that document.

93. ExxonMobil denies the allegations in paragraph 93.

94. ExxonMobil denies the allegations in paragraph 94.

95. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

96. ExxonMobil states that the document referenced in paragraph 96 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that document. Further responding, ExxonMobil admits only that it designed and built a state-of-the-art stormwater treatment system that became operational in 2012 in accordance with an agreement and with the approval of the EPA and the Massachusetts Department of Environmental Protection, and ExxonMobil denies any remaining allegations in paragraph 96.

97. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

98. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit. Further responding, ExxonMobil admits only that the Permit anticipated and expressly authorizes discharges through Outfall 01B in extreme weather events, and ExxonMobil denies any remaining allegations in paragraph 98.

99. ExxonMobil states that the document referenced in paragraph 99 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that document.

100. Pursuant to the November 30, 2018 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's First Cause of Action has been dismissed and, therefore, no response to Paragraph 100 is required. To the extent a response could be required, however, ExxonMobil admits only that discharges through Outfall 01C are treated through the continuously operated advanced treatment system and denies the remaining allegations in paragraph 100.

101. Pursuant to the November 30, 2018 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's First Cause of Action has been dismissed and, therefore, no response to Paragraph 101 is required. To the extent a response could be required, however, ExxonMobil denies the allegations in paragraph 101.

102. Pursuant to the November 30, 2018 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's First Cause of Action has been dismissed and, therefore, no response to Paragraph 102 is required. To the extent a response could be required, however, ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit. Further responding, ExxonMobil denies the remaining allegations in paragraph 102.

103. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit. Further responding, ExxonMobil admits only that the Permit contains numeric effluent limitations for Outfalls 01A and 01C, and ExxonMobil denies any remaining allegations in paragraph 103.

104. ExxonMobil denies the allegations in paragraph 104.

105. ExxonMobil denies the allegations in paragraph 105.

106. ExxonMobil denies the allegations in paragraph 106.

107. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

108. ExxonMobil states that the regulation referenced in paragraph 108 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that regulation.

109. ExxonMobil states that paragraph 109 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the regulations referenced in paragraph 109 speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those regulations.

110. ExxonMobil denies the allegations in paragraph 110.

111. ExxonMobil denies the allegations in paragraph 111.

112. ExxonMobil denies the allegations in paragraph 112.

113. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 113 generally, and denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action.

114. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 114 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

115. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 115 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

116. ExxonMobil states that the website referenced in paragraph 116 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that website.

117. ExxonMobil denies the allegations in paragraph 117 generally, and denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action.

118. ExxonMobil denies the allegations in paragraph 118 generally, and denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action. Further responding, ExxonMobil admits only that ExxonMobil's research in climate science has resulted in more than 50 peer-reviewed publications.

119. ExxonMobil states that the documents referenced in paragraph 119 speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those documents. Further responding ExxonMobil denies the remaining allegations in paragraph 119 generally and denies that the allegations in paragraph 119 pertain to the Everett Terminal in a period of time relevant to this action.

120. ExxonMobil states that the document referenced in paragraph 120 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that document. Further responding, ExxonMobil denies that the allegations in paragraph 120 pertain to the Everett Terminal in a period of time relevant to this action.

121. ExxonMobil states that the documents referenced in paragraph 121 speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those documents. Further responding, ExxonMobil denies that the allegations in paragraph 121 pertain to the Everett Terminal in a period of time relevant to this action.

122. ExxonMobil states that the documents referenced in paragraph 122 speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those documents. Further responding, ExxonMobil denies that the allegations in paragraph 122 pertain to the Everett Terminal in a period of time relevant to this action.

123. ExxonMobil admits the allegations in paragraph 123, but denies that that they pertain to the Everett Terminal in a period of time relevant to this action.

124. ExxonMobil states that the document referenced in paragraph 124 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that document. Further responding, ExxonMobil denies that the allegations in paragraph 124 pertain to the Everett Terminal in a period of time relevant to this action.

125. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 125 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

126. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 126 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

127. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 127 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

128. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 128 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

129. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 129 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

130. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 130 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

131. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 131 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

132. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 132 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

133. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 133 generally, denies specifically that they

pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

134. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 134 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

135. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 135 generally, and denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action.

136. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 136 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

137. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 137 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

138. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 138 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

139. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 139 generally, denies specifically that they

pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

140. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 140 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

141. ExxonMobil denies the allegations in paragraph 141.

142. ExxonMobil states that the document referenced in paragraph 142 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that document. Further responding, ExxonMobil denies that the allegations in paragraph 142 pertain to the Everett Terminal in a period of time relevant to this action.

143. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 143 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

144. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 144 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

145. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 145 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

146. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 146 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

147. ExxonMobil states that the documents referenced in paragraph 147 speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those documents. Further responding, ExxonMobil denies any remaining allegations in paragraph 147 and denies that any of the allegations in paragraph 147 pertain to the Everett Terminal in a period of time relevant to this action.

148. ExxonMobil states that the undefined and cited documents referenced in paragraph 148 speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those documents.

149. ExxonMobil denies the allegations in paragraph 149.

150. ExxonMobil denies the allegations in paragraph 150.

151. ExxonMobil denies the allegations in paragraph 151.

152. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 152 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

153. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 153 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

154. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 154 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

155. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 155 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

156. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 156 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

157. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 157 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced maps speaks for themselves.

158. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 158.

159. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 159, but denies that there is any near-term risk to the operation of the Everett Terminal's stormwater discharge system due to inundation by flood.

160. ExxonMobil denies that a substantial part of the Everett Terminal is in a flood hazard zone and states that it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 160.

161. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of whether the area of Chelsea nearest the Everett Terminal is in “the flood hazard zone” and denies the remaining allegations in paragraph 161.

162. ExxonMobil admits only that it has not sought to ask a government agency, FEMA, to update a flood hazard map for its specific property in Everett, Massachusetts, and denies the remaining allegations in paragraph 162.

163. ExxonMobil denies the allegations in paragraph 163.

164. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 164 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

165. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 165 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

166. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 166 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

167. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 167 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced documents speak for themselves.

168. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 168 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

169. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 169 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced documents speak for themselves.

170. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 170 and states that the referenced model speaks for itself.

171. ExxonMobil denies the allegations in paragraph 171 and states that the referenced model speaks for itself.

172. ExxonMobil denies the allegations in paragraph 172 and states that the referenced model speak for itself.

173. ExxonMobil states that the documents referenced in paragraph 173 speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize them. Further responding, ExxonMobil denies that the allegations in paragraph 173 pertain to the Everett Terminal in a period of time relevant to this action.

174. ExxonMobil denies the allegations in paragraph 174.

175. ExxonMobil denies the allegations in paragraph 175.

176. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 176 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced website speaks for itself.

177. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 177 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

178. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 178 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

179. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 179 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

180. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 180 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

181. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 181 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

182. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 182 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced documents speak for themselves.

183. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 183 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

184. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 184 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

185. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 185 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

186. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 186 generally, denies specifically that they

pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

187. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 187 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

188. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 188 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

189. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 189 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

190. ExxonMobil states that the documents referenced in paragraph 190 speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those documents. Further responding, ExxonMobil denies that the allegations in paragraph 190 pertain the Everett Terminal in a period of time relevant to this action.

191. ExxonMobil is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 191 generally, and denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action. Further responding, to the extent paragraph 191 references studies performed by Exxon Mobil, ExxonMobil states that those

studies speak for themselves and denies any allegations purporting to summarize, interpret or characterize those documents.

192. ExxonMobil is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 192 generally, and denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action. Further responding, ExxonMobil states that the documents referenced in paragraph 192 speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those documents.

193. ExxonMobil is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 193 generally, and denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action. Further responding, ExxonMobil states that the documents referenced in paragraph 193 speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those documents.

194. ExxonMobil is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 194 generally, and denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action. Further responding, ExxonMobil states that any documents referenced in paragraph 194 speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those documents.

195. ExxonMobil is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 195 generally, and denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action. Further responding, ExxonMobil states that any documents referenced in paragraph 195 speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those documents.

196. ExxonMobil is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 196, except ExxonMobil admits only that Peter Vail was an employee of one or more of ExxonMobil's predecessors. Further responding, ExxonMobil denies that the allegations in paragraph 196 pertain to the Everett Terminal in a period of time relevant to this action. ExxonMobil also states that the documents referenced in paragraph 196 speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those documents.

197. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations concerning unspecified "articles" and any such articles speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those articles. Further responding, ExxonMobil denies any remaining allegations in paragraph 197 generally, and denies that any allegations in that paragraph pertain to the Everett Terminal in a period of time relevant to this action.

198. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations concerning unspecified "[p]ublications and conference presentations" and any such publications or presentations speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those publications or presentations. Further responding, ExxonMobil denies any remaining allegations in paragraph 198 and denies that any allegations in that paragraph pertain to the Everett Terminal in a period of time relevant to this action.

199. ExxonMobil denies the allegations in paragraph 199.

200. ExxonMobil denies the allegations in paragraph 200.

201. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 201 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

202. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 202 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

203. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 203 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

204. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 204 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

205. ExxonMobil denies the allegations in paragraph 205.

206. ExxonMobil denies the allegations in paragraph 206.

207. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 207 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

208. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 208 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

209. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 209 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

210. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 210 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

211. ExxonMobil denies the allegations in paragraph 211.

212. ExxonMobil states that the incident reports referenced in paragraph 212 speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize them. Further responding, ExxonMobil denies that the referenced incident reports pertain to the Everett Terminal.

213. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 213 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

214. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 214 generally, denies specifically that they

pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

215. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 215 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

216. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 216 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

217. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 217 generally and denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action.

218. ExxonMobil denies the allegations in paragraph 218.

219. ExxonMobil denies the allegations in paragraph 219.

220. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 220 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

221. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 221 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

222. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 222 generally, denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action, and states that the referenced document speaks for itself.

223. ExxonMobil denies the allegations in paragraph 223.

224. ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 224 generally, and denies specifically that they pertain to the Everett Terminal in a period of time relevant to this action.

225. ExxonMobil admits only that its facilities are designed, constructed, and operated in compliance with the applicable legal standards set by the governmental agencies that have the authority to define the appropriate standards to protect human health and the environment and that ExxonMobil is fully committed to ensuring that its facilities meet those standards. Further responding, ExxonMobil states that it is without knowledge or information sufficient to form a belief as to the characterizations presented in the remaining allegations of paragraph 225.

226. ExxonMobil admits the allegations in paragraph 226.

227. ExxonMobil admits the allegations in paragraph 226.

228. ExxonMobil denies the allegations in paragraph 228.

229. ExxonMobil admits only that the allegations in paragraph 229 are a general description of ExxonMobil's operations around the world that come from the document referenced in paragraph 230, which document speaks for itself and specifically cautions, among other things, that current scientific understanding provides limited guidance on the likelihood, magnitude, and timeframe of these climatic conditions. Further responding, ExxonMobil denies

that the allegations in paragraph 229 pertain to the Everett Terminal in a period of time relevant to this action.

230. ExxonMobil states that the document referenced in paragraph 230 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that document.

231. ExxonMobil states that the document referenced in paragraph 231 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that document.

232. ExxonMobil denies the allegations in paragraph 232.

233. ExxonMobil denies the allegations in paragraph 233.

234. Pursuant to the November 30, 2018 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's First Cause of Action has been dismissed and, therefore, no response to paragraph 234 is required. To the extent a response could be required, however, ExxonMobil incorporates, as if set forth in full, its responses to the allegations in paragraphs 1 to 233 of the Amended Complaint.

235. Pursuant to the November 30, 2018 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's First Cause of Action has been dismissed and, therefore, no response to paragraph 235 is required. To the extent a response could be required, however, ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

236. Pursuant to the November 30, 2018 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's First Cause of Action has been dismissed and, therefore, no

response to paragraph 236 is required. To the extent a response could be required, however, ExxonMobil denies the allegations in paragraph 236.

237. Pursuant to the November 30, 2018 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's First Cause of Action has been dismissed and, therefore, no response to paragraph 237 is required. To the extent a response could be required, however, ExxonMobil denies the allegations in paragraph 237.

238. Pursuant to the November 30, 2018 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's First Cause of Action has been dismissed and, therefore, no response to paragraph 238 is required. To the extent a response could be required, however, ExxonMobil denies the allegations in paragraph 238.

239. Pursuant to the November 30, 2018 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's First Cause of Action has been dismissed and the allegations in paragraph 239 contain legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil denies the allegations in paragraph 239.

240. Pursuant to the November 30, 2018 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's First Cause of Action has been dismissed and the allegations in paragraph 240 contain legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil denies the allegations in paragraph 240.

241. ExxonMobil incorporates, as if set forth in full, its responses to the allegations in paragraphs 1 to 240 of the Amended Complaint.

242. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit. Further responding,

ExxonMobil admits only that the Permit contains numeric effluent limitations for Outfalls 01A and 01C, and ExxonMobil denies any remaining allegations in paragraph 242.

243. ExxonMobil denies the allegations in paragraph 243.

244. ExxonMobil denies the allegations in paragraph 244.

245. ExxonMobil denies the allegations in paragraph 245.

246. ExxonMobil states that paragraph 246 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil denies the allegations in paragraph 246.

247. ExxonMobil states that paragraph 246 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil denies the allegations in paragraph 247.

248. ExxonMobil denies the allegations in paragraph 248.

249. ExxonMobil incorporates, as if set forth in full, its responses to the allegations in paragraphs 1 to 248 of the Amended Complaint.

250. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

251. ExxonMobil states that the regulation referenced in paragraph 251 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that regulation.

252. ExxonMobil states that paragraph 252 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the regulations referenced in paragraph 252 speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those regulations.

253. ExxonMobil denies the allegations in paragraph 253.

254. ExxonMobil denies the allegations in paragraph 254.

255. Pursuant to the November 30, 2018 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fourth Cause of Action has been dismissed and, therefore, no response to paragraph 255 is required. To the extent a response could be required, however, ExxonMobil incorporates, as if set forth in full, its responses to the allegations in paragraphs 1 to 254 of the Amended Complaint.

256. Pursuant to the November 30, 2018 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fourth Cause of Action has been dismissed and, therefore, no response to paragraph 256 is required. To the extent a response could be required, however, ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

257. Pursuant to the November 30, 2018 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fourth Cause of Action has been dismissed and, therefore, no response to paragraph 257 is required. To the extent a response could be required, however, ExxonMobil admits only that Exhibit K to the Amended Complaint identifies, at best, a single incident attributed to ExxonMobil that allegedly resulted in a 2015 discharge to the Island End River, which does not constitute an ongoing violation as required in order to sustain this Count. Further responding, ExxonMobil denies the remaining allegations in paragraph 257.

258. Pursuant to the November 30, 2018 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fourth Cause of Action has been dismissed and, therefore, no response to paragraph 258 is required. To the extent a response could be required, however, ExxonMobil denies the allegations in paragraph 258.

259. Pursuant to the November 30, 2018 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fourth Cause of Action has been dismissed and, therefore, no response to paragraph 259 is required. To the extent a response could be required, however, ExxonMobil denies the allegations in paragraph 259.

260. Pursuant to the March 13, 2009 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifth Cause of Action has been dismissed and, therefore, no response to paragraph 260 is required. To the extent a response could be required, however, ExxonMobil incorporates, as if set forth in full, its responses to the allegations in paragraphs 1 to 259 of the Amended Complaint.

261. Pursuant to the March 13, 2009 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifth Cause of Action has been dismissed and, therefore, no response to paragraph 261 is required. To the extent a response could be required, however, ExxonMobil denies the allegations in paragraph 261.

262. Pursuant to the March 13, 2009 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifth Cause of Action has been dismissed and, therefore, no response to paragraph 262 is required. To the extent a response could be required, however, ExxonMobil denies the allegations in paragraph 262.

263. Pursuant to the March 13, 2009 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifth Cause of Action has been dismissed and, therefore, no response to paragraph 263 is required. To the extent a response could be required, however, ExxonMobil denies the allegations in paragraph 263.

264. ExxonMobil incorporates, as if set forth in full, its responses to the allegations in paragraphs 1 to 263 of the Amended Complaint.

265. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

266. ExxonMobil denies the allegations in paragraph 266.

267. ExxonMobil denies the allegations in paragraph 267.

268. ExxonMobil denies the allegations in paragraph 268.

269. ExxonMobil denies the allegations in paragraph 269.

270. ExxonMobil incorporates, as if set forth in full, its responses to the allegations in paragraphs 1 to 269 of the Amended Complaint.

271. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

272. ExxonMobil denies the allegations in paragraph 272.

273. ExxonMobil denies the allegations in paragraph 273.

274. ExxonMobil denies the allegations in paragraph 274.

275. ExxonMobil denies the allegations in paragraph 275.

276. ExxonMobil denies the allegations in paragraph 276.

277. ExxonMobil incorporates, as if set forth in full, its responses to the allegations in paragraphs 1 to 276 of the Amended Complaint.

278. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

279. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

280. ExxonMobil denies the allegations in paragraph 280.

281. ExxonMobil denies the allegations in paragraph 281.

282. ExxonMobil incorporates, as if set forth in full, its responses to the allegations in paragraphs 1 to 281 of the Amended Complaint.

283. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

284. ExxonMobil denies the allegations in paragraph 284.

285. ExxonMobil denies the allegations in paragraph 285.

286. ExxonMobil incorporates, as if set forth in full, its responses to the allegations in paragraphs 1 to 285 of the Amended Complaint.

287. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

288. ExxonMobil denies the allegations in paragraph 288.

289. ExxonMobil denies the allegations in paragraph 289.

290. ExxonMobil denies the allegations in paragraph 290.

291. ExxonMobil denies the allegations in paragraph 291.

292. ExxonMobil denies the allegations in paragraph 292.

293. ExxonMobil incorporates, as if set forth in full, its responses to the allegations in paragraphs 1 to 292 of the Amended Complaint.

294. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

295. ExxonMobil denies the allegations in paragraph 295.

296. ExxonMobil denies the allegations in paragraph 296.

297. ExxonMobil denies the allegations in paragraph 297.

298. ExxonMobil denies the allegations in paragraph 298.

299. ExxonMobil denies the allegations in paragraph 299.

300. ExxonMobil denies the allegations in paragraph 300.

301. ExxonMobil denies the allegations in paragraph 301.

302. ExxonMobil denies the allegations in paragraph 302.

303. ExxonMobil denies the allegations in paragraph 303.

304. ExxonMobil denies the allegations in paragraph 304.

305. ExxonMobil denies the allegations in paragraph 305.

306. ExxonMobil denies the allegations in paragraph 306.

307. ExxonMobil denies the allegations in paragraph 307.

308. ExxonMobil states that paragraph 308 contains legal conclusions to which no response is required. To the extent a response could be required, however, ExxonMobil states that the Everett Terminal's SPCC plan and the regulations referenced in paragraph 308 speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those documents.

309. ExxonMobil states that the Everett Terminal's SPCC plan and FRP speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those documents.

310. ExxonMobil states that the Everett Terminal's SPCC plan speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that document.

311. ExxonMobil denies the allegations in paragraph 311.

312. ExxonMobil denies the allegations in paragraph 312.

313. ExxonMobil denies the allegations in paragraph 313.

314. ExxonMobil denies the allegations in paragraph 314.

315. ExxonMobil incorporates, as if set forth in full, its responses to the allegations in paragraphs 1 to 314 of the Amended Complaint.

316. ExxonMobil states that the Permit speaks for itself and denies any allegations purporting to summarize, interpret, or characterize the Permit.

317. ExxonMobil denies the allegations in paragraph 317.

318. ExxonMobil denies the allegations in paragraph 318.

319. ExxonMobil denies the allegations in paragraph 319.

320. ExxonMobil incorporates, as if set forth in full, its responses to the allegations in paragraphs 1 to 319 of the Amended Complaint.

321. ExxonMobil states that the Permit speaks for itself and denies any allegations purporting to summarize, interpret, or characterize the Permit.

322. ExxonMobil states that the hearing transcript referenced in paragraph 322 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that document. Further responding, ExxonMobil admits only that no structural changes have been made to the Everett Terminal that were required by law to be documented in order for the Everett Terminal's SWPPP to be in full legal compliance, and ExxonMobil denies any remaining allegations in paragraph 322.

323. ExxonMobil denies the allegations in paragraph 323.

324. ExxonMobil denies the allegations in paragraph 324.

325. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

326. ExxonMobil denies the allegations in paragraph 326.

327. ExxonMobil states that the Permit and referenced regulation speak for themselves, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize those documents.

328. ExxonMobil denies the allegations in paragraph 328.

329. ExxonMobil denies the allegations in paragraph 329.

330. ExxonMobil denies the allegations in paragraph 330.

331. ExxonMobil incorporates, as if set forth in full, its responses to the allegations in paragraphs 1 to 330 of the Amended Complaint.

332. ExxonMobil states that the Permit speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

333. ExxonMobil states that the referenced regulation speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

334. ExxonMobil states that the referenced regulation speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize the Permit.

335. ExxonMobil admits the allegations in paragraph 335.

336. ExxonMobil admits the allegations in paragraph 336.

337. ExxonMobil denies the allegations in paragraph 337.

338. ExxonMobil denies the allegations in paragraph 338.

339. ExxonMobil denies the allegations in paragraph 339.

340. ExxonMobil denies the allegations in paragraph 340.

341. ExxonMobil denies the allegations in paragraph 341.

342. ExxonMobil denies the allegations in paragraph 342.

343. Pursuant to the March 13, 2019 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifteenth Cause of Action has been dismissed to the extent it relies on allegations of discharges from the three point sources covered by the Permit, Outfalls 01A, 01B and 01C. Further responding, ExxonMobil incorporates, as if set forth in full, its responses to the allegations in paragraphs 1 to 342 of the Amended Complaint.

344. Pursuant to the March 13, 2019 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifteenth Cause of Action has been dismissed to the extent it relies on allegations of discharges from the three point sources covered by the Permit, Outfalls 01A, 01B and 01C. Further responding, ExxonMobil admits the remaining allegations in paragraph 344.

345. Pursuant to the March 13, 2019 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifteenth Cause of Action has been dismissed to the extent it relies on allegations of discharges from the three point sources covered by the Permit, Outfalls 01A, 01B and 01C. Further responding, ExxonMobil denies the allegations in paragraph 345.

346. Pursuant to the March 13, 2019 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifteenth Cause of Action has been dismissed to the extent it relies on allegations of discharges from the three point sources covered by the Permit, Outfalls 01A, 01B and 01C. Further responding, ExxonMobil denies the allegations in paragraph 346.

347. Pursuant to the March 13, 2019 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifteenth Cause of Action has been dismissed to the extent it relies on allegations of discharges from the three point sources covered by the Permit, Outfalls 01A, 01B and 01C. Further responding, ExxonMobil denies the allegations in paragraph 347.

348. Pursuant to the March 13, 2019 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifteenth Cause of Action has been dismissed to the extent it relies on allegations of discharges from the three point sources covered by the Permit, Outfalls 01A, 01B and 01C. Further responding, ExxonMobil denies the allegations in paragraph 348.

349. Pursuant to the March 13, 2019 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifteenth Cause of Action has been dismissed to the extent it relies on allegations of discharges from the three point sources covered by the Permit, Outfalls 01A, 01B and 01C. Further responding, ExxonMobil denies the allegations in paragraph 349.

350. Pursuant to the March 13, 2019 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifteenth Cause of Action has been dismissed to the extent it relies on allegations of discharges from the three point sources covered by the Permit, Outfalls 01A, 01B and 01C. Further responding, ExxonMobil denies the allegations in paragraph 350.

351. Pursuant to the March 13, 2019 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifteenth Cause of Action has been dismissed to the extent it relies on allegations of discharges from the three point sources covered by the Permit, Outfalls 01A, 01B and 01C. Further responding, ExxonMobil denies the allegations in paragraph 351.

352. Pursuant to the March 13, 2019 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifteenth Cause of Action has been dismissed to the extent it relies on allegations of discharges from the three point sources covered by the Permit, Outfalls 01A, 01B and 01C. Further responding, ExxonMobil denies the allegations in paragraph 352.

353. Pursuant to the March 13, 2019 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifteenth Cause of Action has been dismissed to the extent it relies on allegations of discharges from the three point sources covered by the Permit, Outfalls 01A,

01B and 01C. Further responding, ExxonMobil states that the referenced chart speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize it. To the extent there are any remaining allegations in paragraph 353, ExxonMobil denies them.

354. Pursuant to the March 13, 2019 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifteenth Cause of Action has been dismissed to the extent it relies on allegations of discharges from the three point sources covered by the Permit, Outfalls 01A, 01B and 01C. Further responding, ExxonMobil states that the document referenced in paragraph 354 speaks for itself, and ExxonMobil denies any allegations purporting to summarize, interpret, or characterize that document.

355. Pursuant to the March 13, 2019 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifteenth Cause of Action has been dismissed to the extent it relies on allegations of discharges from the three point sources covered by the Permit, Outfalls 01A, 01B and 01C. Further responding, ExxonMobil denies the allegations in paragraph 355.

356. Pursuant to the March 13, 2019 Order on ExxonMobil's Motion to Dismiss the Amended Complaint, CLF's Fifteenth Cause of Action has been dismissed to the extent it relies on allegations of discharges from the three point sources covered by the Permit, Outfalls 01A, 01B and 01C. Further responding, ExxonMobil denies the allegations in paragraph 356.

357. ExxonMobil denies that CLF is entitled to any of the relief requested in paragraph 357.

AFFIRMATIVE DEFENSES

1. The Amended Complaint fails to state a claim upon which relief can be granted.
2. The relief sought by CLF's Amended Complaint is, in whole or in part, within the particular expertise of, and is being addressed by, federal and state governments, and their

relevant agencies, and thus this Court should decline to exercise jurisdiction over this matter pursuant to the doctrines of primary jurisdiction and separation of powers.

3. CLF has failed to exhaust its administrative remedies.

4. CLF is estopped by its conduct from asserting any of the purported claims alleged against ExxonMobil in the Amended Complaint.

5. CLF's claims are barred, in whole or in part, by judicial estoppel or the law of the case.

6. CLF's claims are barred by the permit shield doctrine.

7. CLF's claims are barred by the collateral attack doctrine.

8. CLF's claims are barred, in whole or in part, because federal and/or state authorities and agencies have mandated, directed, approved, and/or ratified the alleged actions or omissions of ExxonMobil.

9. CLF's claims are barred, in whole or in part, because the Terminal is undergoing state-supervised remediation.

10. All acts and conduct of ExxonMobil, as alleged in the Amended Complaint, conformed to, and were pursuant to, statutes, government regulations, and industry standards, and were based upon the state of knowledge existing at all material times alleged in the Amended Complaint.

11. Any injury, damage, or loss sustained by CLF in connection with the subject matter of this action was not reasonably foreseeable.

12. CLF's claims are barred, in whole or in part, to the extent that CLF seeks to impose liability and/or penalties on ExxonMobil retroactively, or for conduct that was not actionable at the time it occurred.

13. CLF's claims are barred, in whole or in part, for lack of subject matter jurisdiction because CLF fails to allege an ongoing violation of ExxonMobil's NPDES permit.

14. CLF's claims are barred, in whole or in part, by the applicable statute of limitations.

15. CLF's claims are barred to the extent they are based on alleged violations prior to the effective date of the Everett Terminal's current modified NPDES permit.

16. CLF lacks standing, in whole or in part, to assert its claims.

17. This Court lacks, in whole or in part, subject matter jurisdiction over CLF's claims.

18. CLF's claims concerning the Everett Terminal's SPCC plan are barred because the CWA does not create a private right of action with respect to SPCC plans.

19. CLF fails to allege an "imminent and substantial endangerment to health or the environment" arising out of the treatment, storage, or disposal of solid or hazardous waste, as required to state a RCRA claim.

20. CLF's purported RCRA claim is barred, in whole or part, because it concerns conduct regulated by the CWA.

21. CLF's purported RCRA claim is barred, in whole or in part, because ExxonMobil is not responsible for the treatment, storage, or disposal of solid or hazardous waste during the former ownership and operation of a refinery by Eastern Gas and Oil.

22. This Court lacks subject matter jurisdiction over CLF's claims because they do not conform to the allegations in CLF's May 17, 2016 Notice Letter or CLF's July 8, 2016 Amended Notice Letter.

23. CLF's claims are barred, in whole or in part, by the Due Process Clause of the Fifth Amendment, because ExxonMobil would not have had notice of the type of conduct prescribed or proscribed by the Permit under CLF's erroneous interpretation.

24. This Court lacks subject matter jurisdiction over CLF's claims, in whole or in part, because CLF fails to allege discharges from a point source.

25. CLF's claims, in whole or in part, are not ripe.

26. CLF's claims, in whole or in part, will be moot when EPA acts on the Terminal's NPDES permit renewal application.

27. CLF's prayers for recovery are barred, in whole or in part, because the Clean Water Act does not impose multiple penalties for the same alleged violation.

28. CLF is not entitled to recover attorney's fees, experts' fees, or other costs or expenses.

ExxonMobil gives notice that it intends to rely upon any other defense that may become available or appear during the discovery proceedings in this case, and ExxonMobil hereby reserves its right to amend its Answer to assert such defenses.

* * *

WHEREFORE, ExxonMobil requests entry of judgment in its favor, dismissing the remaining claims in the Amended Complaint with prejudice, and awarding ExxonMobil its costs and attorneys' fees, and such other relief as the Court may deem just and proper.

Dated: April 4, 2019

Respectfully submitted,

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GARRISON, LLP

/s/ Daniel J. Toal

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ExxonMobil Pipeline Company*

**Admitted Pro Hac Vice*

CERTIFICATE OF SERVICE

In accordance with Local Rule 5.2(b), I, Deborah E. Barnard, hereby certify that this document filed through the ECF system on April 4, 2019 will be sent electronically to the registered participants as identified on the Notice of Electronic Filing.

/s/ Deborah E. Barnard _____
Deborah E. Barnard