

would not resolve all claims and counterclaims between Georgia-Pacific and other parties involved in a related contribution case captioned *Appleton Papers Inc. and NCR Corp. v. George A. Whiting Co., et al.*, No. 08-C-00016-WCG (E.D. Wis.).

The Plaintiffs filed this action against the above-named defendants pursuant to Sections 106 and 107 of Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. §§ 9606 and 9607. The Complaint seeks a judicial determination that each recipient of a Unilateral Administrative Order (“UAO”) issued by EPA is required to comply with the UAO and perform specified cleanup work at the Site pursuant to CERCLA Section 106(a). The Complaint also seeks reimbursement of past and future costs incurred and to be incurred by the Plaintiffs for response actions at the Site pursuant to CERCLA Section 107(a)(4)(A), as well as recovery of damages for injury to, destruction of, or loss of natural resources pursuant to CERCLA Section 107(a)(4)(C). The Complaint does not assert a claim for natural resource damages against Georgia-Pacific in light of a prior natural resource damages settlement with its corporate predecessor that was approved by Judge Adelman. *See United States and State of Wisconsin v. Fort James Operating Co.*, 313 F. Supp. 2d 902 (E.D. Wis. 2004).

Under the proposed settlement, Georgia-Pacific would stipulate that it is liable, along with other defendants, for performance of all required cleanup work downstream from a line across the River slightly upstream of the company’s paper mill in the City of Green Bay. Georgia-Pacific would in turn receive a covenant not to sue and statutory contribution protection for portions of the River upstream from that line. As part of the overall agreement, Georgia-Pacific would waive objections to the cleanup remedy that has been selected by EPA and the Wisconsin Department of Natural Resources and it would waive objections to EPA’s UAO.

Finally, Georgia-Pacific would pay \$7 million toward the government's unreimbursed past costs and the government's expected future costs of overseeing the ongoing cleanup work that is being performed under the UAO.

Like several prior settlements relating to the Site, this proposed Decree requires Georgia-Pacific to make its \$7 million payment into an interest-bearing Court Registry Account before the Decree is approved and entered – *i.e.*, within 21 days after the Court enters an Order authorizing the company's payment into a Court Registry Account. The United States has therefore filed a separate Motion for entry of such an Order, captioned “Civil L. R. 7(h) Expedited Non-Dispositive Motion by the United States to Authorize Settling Defendant Georgia-Pacific Consumer Products LP's Deposit of Funds in Court Registry Account.”

Pursuant to Department of Justice policy and regulations codified at 28 C.F.R. § 50.7, the United States will publish notice of the lodging of the proposed Consent Decree in the Federal Register to commence a 30-day public comment period. The Court should not sign the proposed Consent Decree until the public has had an opportunity to comment and the United States has addressed those comments, if any.

The United States may withhold its consent to the proposed Consent Decree if the comments disclose facts or considerations which indicate that the proposed Consent Decree is improper, inappropriate, inadequate, or not in the public interest.

At the conclusion of the public comment period, the United States will: (1) file with the Court any written comments received pertaining to the proposed Consent Decree; and (2) either notify the Court of its withdrawal of the proposed Consent Decree, or respond to comments received and file a Motion asking the Court to approve and enter the proposed Consent Decree.

United States' Notice of Lodging of Consent Decree with Georgia-Pacific Consumer Products LP in *United States and the State of Wisconsin v. NCR Corp., et al.* (E.D. Wis.)

Respectfully submitted,

For the United States of America

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Dated: October 14, 2010

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CERTIFICATE OF SERVICE

I hereby certify that on this date copies of the foregoing Notice of Lodging (and the accompanying proposed Decree) were served by first-class mail, postage prepaid, upon the following individuals

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s/ Iva Ziza _____

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN
GREEN BAY DIVISION

UNITED STATES OF AMERICA and the
STATE OF WISCONSIN

Plaintiffs,

v.

NCR CORPORATION, *et al.*,

Defendants.

Civil Action No. 10-C-910

**CONSENT DECREE
WITH GEORGIA-PACIFIC CONSUMER PRODUCTS LP**

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**CONSENT DECREE
WITH GEORGIA-PACIFIC CONSUMER PRODUCTS LP**

I. BACKGROUND

A. The United States of America (“United States”), on behalf of the United States Environmental Protection Agency (“EPA”) and the United States Department of the Interior, and the State of Wisconsin (the “State”), on behalf of the Wisconsin Department of Natural Resources (“WDNR”), filed a Complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. §§ 9606 and 9607.

B. The Plaintiffs' Complaint seeks, inter alia: (i) reimbursement of costs incurred by the United States and the State for response actions at the Lower Fox River and Green Bay Site (the “Site,” as defined below) in Northeastern Wisconsin, together with accrued interest; (ii) a judicial determination that each recipient of a November 2007 EPA Unilateral Administrative Order concerning the Site (the “UAO,” as defined below) is required to comply with pertinent provisions of that UAO and perform specified response work at the Site pursuant to CERCLA Section 106; and (iii) recovery of damages from the defendants for injury to, destruction of, or loss of natural resources, including natural resource damage assessment costs. The Plaintiffs’ Complaint does not seek recovery of natural resource damages from Settling Defendant Georgia Pacific Consumer Products LP (the “Settling Defendant”), in light of a prior settlement with the Settling Defendant’s corporate predecessor by a Consent Decree that was approved by this Court in United States and the State of Wisconsin v. Fort James Operating Co., 313 F. Supp. 2d 902 (E.D. Wis. 2004).

C. In response to a release or a substantial threat of a release of a hazardous substance at or from the Site, WDNR in 1998 commenced a Remedial Investigation and

Feasibility Study for the Site pursuant to 40 C.F.R. § 300.430, with funding and technical assistance from EPA. In December 2002, WDNR completed a Remedial Investigation Report and a Final Feasibility Study for the Site.

D. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, notice of the completion of the Feasibility Study and of the proposed plan for remedial action was published in major local newspapers of general circulation in the Fox River Valley. WDNR and EPA provided an opportunity for written and oral comments from the public on the proposed plan for remedial action. A copy of the transcript of the public meeting is available to the public as part of the administrative record upon which WDNR and EPA based the selection of the response action.

E. For administrative convenience, WDNR and EPA have divided the Site into five geographically-defined operable units (“OUs”): OU 1 (Little Lake Butte des Mort); OU 2 (Appleton to Little Rapids); OU 3 (Little Rapids to De Pere); OU 4 (De Pere to Green Bay); and OU 5 (Green Bay).

F. The decision by WDNR and EPA on the remedial action to be implemented at the Site is embodied in: (i) a December 2002 Record of Decision for OU 1 and OU 2; (ii) a June 2003 Record of Decision for OU 3, OU 4, and OU-5; (iii) a June 2007 Record of Decision Amendment for OU 2 (Deposit DD), OU 3, OU 4, and OU 5 (River Mouth); (iv) a June 2008 Record of Decision Amendment for OU 1; and (v) a February 2010 Explanation of Significant Differences for OU 2, OU 3, OU 4, and OU 5 (River Mouth).

G. Except as provided by Paragraph 6 of this Consent Decree, the Settling Defendant does not admit any liability to the Plaintiffs arising out of the transactions or occurrences alleged in the Complaint. The Settling Defendant does not admit any liability to any other party by entry into this Consent Decree with the Plaintiffs.

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

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9606, 9607, and 9613(b). This Court also has personal jurisdiction over the Settling Defendant. Solely for the purposes of this Consent Decree and the underlying Complaint, the Settling Defendant waives all objections and defenses that it may have to jurisdiction of the Court or to venue in this District. Settling Defendant shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree applies to and is binding upon the United States and the State and upon the Settling Defendant and its successors and assigns. Any change in ownership or corporate status of Settling Defendant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Settling Defendant's responsibilities under this Consent Decree.

IV. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are

used in this Consent Decree or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

“Consent Decree” shall mean this Consent Decree and all appendices attached hereto (listed in Section XVI). In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.

“Day” shall mean a calendar day unless expressly stated to be a working day. “Working day” shall mean a day other than a Saturday, Sunday, or Federal holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

“Date of Lodging” shall mean the day on which this Consent Decree is lodged with the Court.

“DOJ” shall mean the United States Department of Justice and any successor departments or agencies of the United States.

“Effective Date” shall be the effective date of this Consent Decree as provided by Section XIV.

“EPA” shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

“Former Fort Howard Facility” shall mean the Settling Defendant’s paper production facility located at 1919 South Broadway in the City of Green Bay, which was owned and operated by Fort Howard Corporation – Settling Defendant’s predecessor by merger – until 1997.

“Future Oversight Costs” shall mean all costs, including but not limited to, direct and indirect costs, that EPA or WDNR incurs after the Date of Lodging in monitoring and supervising potentially responsible parties’ performance of response activities in Lower OU 4 and OU 5 to determine whether such performance is consistent with the requirements of the UAO and/or the RODs, including costs incurred in reviewing plans, reports, and other deliverables submitted pursuant to the UAO, costs incurred in overseeing implementation of the response work performed under the UAO, and costs incurred in enforcing the UAO; provided, however, that the term Future Oversight Costs does not include the costs incurred by the United States or the State in enforcing the terms of this Consent Decree or enforcing the UAO against Settling Defendant.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

“Lower OU 4” shall mean the portion of OU 4 downstream from the line drawn on the map attached as Appendix B. As depicted on that map, Lower OU 4 comprises the portion of OU 4 that is north and east of a line drawn roughly parallel to – and approximately 1,050 feet southwest of – the riverfront bulkhead line along the southwestern end of the Former Fort Howard Facility.

“Paragraph” shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper case letter.

“Parties” shall mean the United States, the State of Wisconsin, and the Settling Defendant.

“Past Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the United States or the State paid or incurred for response activities, including oversight costs relating to the UAO, at or in connection with the Site through the Date of Lodging, plus Interest on all such costs which has accrued pursuant to 42 U.S.C. § 9607(a) through such date.

“Plaintiffs” shall mean the United States and the State of Wisconsin.

“RCRA” shall mean the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k.

“Records of Decision” or “RODs” shall mean, collectively: (i) the December 2002 Record of Decision for OU 1 and OU 2; (ii) the June 2003 Record of Decision for OU 3, OU 4, and OU 5; (iii) the June 2007 Record of Decision Amendment for OU 2 (Deposit DD), OU 3, OU 4, and OU 5 (River Mouth); (iv) the June 2008 Record of Decision Amendment for OU 1; and (v) the February 2010 Explanation of Significant Differences for OU 2, OU 3, OU 4, and OU 5 (River Mouth).

“RD AOC” shall mean the Administrative Order on Consent, U.S. EPA Docket No. V-W-'04-C-781, issued in March 2004, and the Amended Administrative Settlement Agreement and Order on Consent, U.S. EPA Docket No. V-W-'04-C-781, issued in October 2007, providing for performance of remedial design activities for OU 2, OU 3, OU 4 and OU 5.

“Section” shall mean a portion of this Consent Decree identified by a roman numeral.

“Settling Defendant” shall mean Georgia-Pacific Consumer Products LP.

“Settling Defendant’s Related Parties” shall mean: (i) Settling Defendant’s successors and assigns, but only to the extent that the alleged liability of such person is based on the alleged liability of the Settling Defendant; (ii) Settling Defendant’s former or current officers, directors, employees, general partners, limited partners, members, or shareholders, but only to the extent that the alleged liability of such person is based on acts and/or omissions which occurred in the scope of the person’s employment or capacity as an officer, director, employee, general partner, limited partner, member, or shareholder of the Settling Defendant; (iii) Fort James Corporation and Georgia-Pacific LLC, in their capacity as alleged successors to relevant liabilities of Fort Howard Corporation; and (iv) the former or current officers, directors, employees, general partners, limited partners, members, or shareholders of Fort James Corporation and Georgia-Pacific LLC, but only to the extent that the alleged liability of such person is based on the person’s employment or capacity as an officer, director, employee, general partner, limited partner, member, or shareholder of Fort James Corporation or Georgia-Pacific LLC.

“Site” shall mean the Lower Fox River and Green Bay Superfund Site in Northeastern Wisconsin, comprising approximately 39 miles of the Lower Fox River and the bay of Green Bay. Attached as Appendix A is a map depicting the five geographically-defined operable units at the Site: Operable Unit 1 (Little Lake Butte des Mort) (“OU 1”); Operable Unit 2 (Appleton to Little Rapids) (“OU 2”); Operable Unit 3 (Little Rapids to De Pere) (“OU 3”); Operable Unit 4 (De Pere to Green Bay) (“OU 4”); and Operable Unit 5 (Green Bay) (“OU 5”).

“State” shall mean the State of Wisconsin.

“UAO” shall mean the November 2007 Unilateral Administrative Order for Remedial Action in In the matter of: Lower Fox River and Green Bay Superfund Site, Green Bay, WI,

Operable Units 2-5, U.S. EPA Docket No. V-W-'08-C-885. A copy of the UAO is attached to the Complaint in this case.

“United States” shall mean the United States of America.

“Upper OU 4” shall mean the portion of OU 4 upstream from the line drawn on the map attached as Appendix B. As depicted on that map, Upper OU 4 comprises the portion of OU 4 that is south and west of a line drawn roughly parallel to – and approximately 1,050 feet southwest of – the riverfront bulkhead line along the southwestern end of the Former Fort Howard Facility.

“Upstream Response Activities and Costs” shall mean all past and future response activities for OU 1, OU 2, OU 3, or Upper OU 4 required by the RODs and any further amendments or modifications thereto, as well as all past and future costs for response activities for OU 1, OU 2, OU 3, or Upper OU 4 required by the RODs and any further amendments or modifications thereto. The “Upstream Response Activities and Costs” includes, but is not limited to, all response activities that the UAO requires, and all costs of such response activities, including all United States and State oversight activities related thereto, in connection with OU 1, OU 2, OU 3, and Upper OU 4.

“Waste Material” shall mean: (i) any “hazardous substance” under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (ii) any pollutant or contaminant under Section 101(33), 42 U.S.C. § 9601(33); (iii) any “solid waste” under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (iv) any “hazardous substance” under Wis. Stat. § 292.01.

“WDOJ” shall mean the Wisconsin Department of Justice and any successor departments or agencies of the State.

“WDNR” shall mean the Wisconsin Department of Natural Resources and any successor departments or agencies of the State.

V. OBJECTIVES AND STIPULATIONS

5. Objectives of the Parties. The objectives of the Parties in entering into this Consent Decree are to resolve potential disputes between the Parties concerning the Settling Defendant’s alleged liability to reimburse the United States and the State for Past Response Costs, Future Oversight Costs, and Upstream Response Activities and Costs, and to perform response activities in Lower OU 4 and OU 5 as required by the UAO. Under the terms and conditions specified herein, the Settling Defendant will: (i) pay the Plaintiffs a portion of their Past Response Costs and Future Oversight Costs; (ii) resolve its potential liability for Upstream Response Activities and Costs in OU 1, OU 2, OU 3, and Upper OU 4; and (iii) stipulate to certain elements of liability under CERCLA and to liability to the Plaintiffs for all response work that the UAO requires for Lower OU 4 and OU 5. As specified herein, the Parties also intend to resolve the Settling Defendant’s potential claims against the United States and the State concerning the Site, including but not limited to any and all claims for contribution.

6. Stipulations by Settling Defendant. Notwithstanding Paragraph G of Section I (Background), Settling Defendant hereby stipulates, agrees, and covenants that the Plaintiffs shall not have to prove, and that Settling Defendant shall not contest, the following averments in response to any administrative order issued by Plaintiffs or in any judicial proceeding brought by Plaintiffs against Settling Defendant relating to matters not covered by the Covenants Not to Sue by Plaintiffs in Section VII:

a. The Settling Defendant is a person within the ambit of 42 U.S.C. § 9607(a)(2) who at the time of disposal of hazardous substances owned or operated a facility

from which there have been releases of hazardous substances to Lower OU 4 and OU 5. The Settling Defendant is a successor by merger to Fort Howard Corporation, which owned and operated the Former Fort Howard Facility at the time of releases of polychlorinated biphenyls from that facility to Lower OU 4 and thence to OU 5. Releases and threatened releases of such hazardous substances to Lower OU 4 and OU 5 have caused the incurrence of response costs by the Plaintiffs.

b. The Settling Defendant is liable to the United States under CERCLA Section 106, 42 U.S.C. § 9606, for performance of all response actions that the UAO requires for Lower OU 4 and OU 5. The Parties contend that other recipients of the UAO also are liable to the United States for performance of all response actions that the UAO requires for Lower OU 4 and OU 5.

c. The Settling Defendant waives any and all challenges to the selected remedy for OU 4 and OU 5 as set forth in the RODs; provided, however, that the waiver in this Subparagraph 6.(c) shall be withdrawn as to any portion of the remedy that is judicially held to be arbitrary and capricious or otherwise not in accordance with law under CERCLA Section 113(j), 42 U.S.C. § 9613(j), as a result of a challenge by another potentially responsible party. The Settling Defendant does not waive any challenges to any changed remedy for OU 4 and OU 5 that: (i) is a significant difference or fundamental change from the current selected remedy for OU 4 and OU 5; and (ii) increases the cost of the remedy, as compared to the current selected remedy for OU 4 and OU 5.

7. Additional Stipulations.

a. Remedial design work for OU 2, OU 3, OU 4, and OU 5 commenced in 2004 under the RD AOC executed by NCR Corporation (“NCR”) and the Settling Defendant. Work under the RD AOC was originally performed by Shaw Environmental, Inc. and Anchor Environmental, L.L.C. pursuant to a set of arrangements among those two contracting firms, NCR, and the Settling Defendant.

b. In April 2009, an entity known as the Lower Fox River Remediation LLC (the “LLC”) entered into a contract with Tetra Tech EC, Inc. and engaged that firm to take over primary responsibility for performance of all remediation-related services required by the RD AOC. The LLC was formed solely by NCR, Appleton Papers Inc, and Arjo Wiggins Appleton (Bermuda) Ltd. The Settling Defendant is not, and has never been, a member of the LLC. The Settling Defendant also has no independent contractual relationship with Tetra Tech EC, Inc. for the performance of any remedial design work required by the RD AOC.

c. In light of the circumstances, EPA and WDNR acknowledge that they will consider NCR and its delegates (including the LLC and any contractors engaged by NCR and/or the LLC) to be the parties primarily responsible for the performance of the remaining work required by the RD AOC. In their enforcement discretion, EPA and WDNR will initially seek performance, corrective measures, and penalties for noncompliance with the terms of the RD AOC only from NCR and its delegates, and not from the Settling Defendant.

VI. PAYMENTS

8. Payment Into Court Registry Account. Within 21 days of the date on which the Court enters an order in this case authorizing payments into the Court Registry Account, the Settling Defendant shall pay \$7,000,000 into the interest-bearing Court Registry Account of the

United States District Court for the Eastern District of Wisconsin. Payment shall be made to the Clerk of the Court by an electronic funds transfer (“EFT”) to the account designated by the Clerk of the Court, in accordance with payment instructions to be provided.

9. After entry of this Consent Decree, the funds deposited into the Court Registry Account under this Consent Decree (and all accrued interest) shall be disbursed to the Plaintiffs pursuant to a separate Withdrawal Order of the Court, as follows:

a. \$6,000,000 shall be deposited in a Site-specific account to be established by WDNR, to be retained and used to conduct or finance response actions at or in connection with the Site. If any funds remain in that Site-specific WDNR account after completion of the response action at the Site, WDNR shall transfer all remaining funds to the EPA Hazardous Substance Superfund (or the Lower Fox River and Green Bay Superfund Site Special Account within the EPA Hazardous Substance Superfund).

b. \$1,000,000, plus all accrued interest earned on all funds deposited in the Court Registry Account, shall be deposited in the Lower Fox River and Green Bay Superfund Site Special Account within the EPA Hazardous Substance Superfund, to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

10. In the event the Plaintiffs withdraw or withhold consent to this Consent Decree before entry, or the Court declines to enter the Consent Decree, the funds deposited into the Court Registry Account (and all accrued interest) shall be returned to the Settling Defendant pursuant to a separate Withdrawal Order of the Court.

11. The Settling Defendant’s payment under this Section includes amounts for:
(i) Past Response Costs that Plaintiffs have incurred at or in connection with the Site;

(ii) Plaintiffs' projected Future Oversight Costs for overseeing UAO work at the Site; and (iii) a premium on the projected Future Oversight Costs to cover the risks and uncertainties associated with this settlement, including but not limited to the risk that the oversight costs will exceed current estimates.

12. At the time payment is made under Paragraph 8, the Settling Defendant shall send notice, including a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter which shall reference the case name and DOJ case number

90-11-2-1045/3 to:

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13. If the Settling Defendant fails to make full payment within the time required by Paragraph 8, the Settling Defendant shall pay: (i) Interest on the unpaid balance; and (ii) a

stipulated penalty of \$5,000 per day payable to the EPA Hazardous Substance Superfund.

Payments made under this Paragraph shall be in addition to any other remedies or sanctions available to Plaintiffs by virtue of Settling Defendant's failure to comply with the requirements of this Consent Decree.

14. If the United States or the State brings an action to enforce this Consent Decree, Settling Defendant shall reimburse the United States and the State for all costs of such action, including but not limited to costs of attorney time.

VII. COVENANTS NOT TO SUE BY PLAINTIFFS

15. United States' Covenant Not To Sue. In consideration of the payments that will be made to the Plaintiffs under the terms of the Consent Decree, the stipulations by the Settling Defendant in Paragraph 6, and Settling Defendant's Covenant Not to Sue in Paragraph 20, and except as specifically provided by Paragraphs 17 and 18, the United States covenants not to sue or to take administrative action against the Settling Defendant for Past Response Costs, Upstream Response Activities and Costs, and Future Oversight Costs pursuant to CERCLA Sections 106 and 107, 42 U.S.C. §§ 9606 and 9607, and RCRA Section 7003, 42 U.S.C. § 6973. Except with respect to future liability for Upstream Response Activities and Costs, these covenants shall take effect upon the receipt by Plaintiffs of the disbursements from the Court Registry Account pursuant to Paragraph 9. With respect to future liability for Upstream Response Activities and Costs, these covenants shall take effect upon certification of completion of the remedial action by EPA pursuant to 42 U.S.C. § 9622(f)(3). These covenants not to sue are conditioned upon the satisfactory performance by Settling Defendant of all obligations under this Consent Decree. These covenants not to sue extend only to the Settling Defendant and do

not extend to any other person; provided, however that these covenants not to sue (and the reservations thereto) shall also apply to Settling Defendant's Related Parties.

16. State's Covenant Not To Sue. In consideration of the payments that will be made to the Plaintiffs under the terms of the Consent Decree and the stipulations by the Settling Defendant in Paragraph 6, and except as specifically provided by Paragraph 17, the State covenants not to sue or to take administrative action against the Settling Defendant for Past Response Costs, Upstream Response Activities and Costs, and Future Oversight Costs pursuant to CERCLA Section 107, 42 U.S.C. § 9607, RCRA Section 7002, 42 U.S.C. § 6972, or Wisconsin statutory or common law. Except with respect to future liability for Upstream Response Activities and Costs, these covenants shall take effect upon the receipt by Plaintiffs of the disbursements from the Court Registry Account pursuant to Paragraph 9. With respect to future liability for Upstream Response Activities and Costs, these covenants shall take effect upon certification of completion of the remedial action by EPA pursuant to 42 U.S.C. § 9622(f)(3). These covenants not to sue are conditioned upon the satisfactory performance by Settling Defendant of all obligations under this Consent Decree. These covenants not to sue extend only to the Settling Defendant and do not extend to any other person; provided, however that these covenants not to sue (and the reservations thereto) shall also apply to Settling Defendant's Related Parties.

17. General Reservations of Rights. The covenants not to sue set forth above do not pertain to any matters other than those expressly specified in Paragraphs 15 and Paragraph 16. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve, and this Consent Decree is without prejudice to, all rights against the Settling Defendant

and Settling Defendant's Related Parties with respect to all other matters, including but not limited to, the following:

- a. claims based on a failure by Settling Defendant to meet a requirement of this Consent Decree;
- b. liability for performance of response activities or for response costs falling outside the definitions of the Past Response Costs, the Upstream Response Activities and Costs, and the Future Oversight Costs, including but not limited to: (i) liability arising from the past, present, or future disposal, release, or threat of release of Waste Materials outside of the Site; and (ii) liability for response activities in Lower OU 4 or OU 5 at the Site;
- c. liability for future disposal by Settling Defendant of Waste Material at the Site after the Date of Lodging; and
- d. criminal liability.

18. Specific Reservations for New Information and Unknown Conditions.

a. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel the Settling Defendant (1) to perform further response activities falling within the definition of Upstream Response Activities and Costs or (2) to reimburse the United States and the State for additional costs falling within the definition of Upstream Response Activities and Costs if, prior to certification of completion of the remedial action at the Site:

- (i) conditions at the Site, previously unknown to EPA, are discovered,
- or

- (ii) information, previously unknown to EPA, is received in whole or in part,

and these previously unknown conditions or information together with other relevant information indicate that the remedial action is not protective of human health or the environment.

b. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel the Settling Defendant (1) to perform further response activities falling within the definition of Upstream Response Activities and Costs or (2) to reimburse the United States and the State for additional costs falling within the definition of Upstream Response Activities and Costs if, subsequent to certification of completion of the remedial action at the Site:

- (i) conditions at the Site, previously unknown to EPA, are discovered, or
- (ii) information, previously unknown to EPA, is received in whole or in part,

and these previously unknown conditions or information together with other relevant information indicate that the remedial action is not protective of human health or the environment.

c. For purposes of Subparagraph 18.a, the information and the conditions known to EPA shall include only that information contained in EPA's administrative record for the Site as of the Date of Lodging of this Consent Decree. For purposes of Subparagraph 18.b, the information and the conditions known to EPA shall include only that information contained in EPA's administrative record for the Site as of the date of EPA's certification of completion of the remedial action at the Site.

d. Nothing in this reservation of rights constitutes an admission that the Settling Defendant may be held liable for any Upstream Response Activities and Costs, even if unknown conditions are discovered or new information is received by EPA.

19. Notwithstanding any other provision of this Consent Decree, the United States and the State retain all authority and reserve all rights to take any and all response actions authorized by law.

VIII. COVENANTS BY SETTLING DEFENDANT

20. Settling Defendant's Covenant Not to Sue. Subject to Paragraph 21, Settling Defendant and Settling Defendant's Related Parties hereby covenant not to sue and agree not to assert any claims or causes of action against the United States or the State with respect to the Site or this Consent Decree, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113 or any other provision of law;

b. any claims against the United States (including any department, agency or instrumentality of the United States) or the State (including any department, agency or instrumentality of the States) under CERCLA Sections 107 or 113, 42 U.S.C. §§ 9607 or 9613, related to the Site;

c. any claims against the United States (including any department, agency or instrumentality of the United States) or the State (including any department, agency or instrumentality of the States) under the United States Constitution, the Wisconsin Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law, related to the Site;

d. any direct or indirect claim for disbursement from the Lower Fox River and Green Bay Superfund Site Special Account or the Site-specific WDNR account funded pursuant to Paragraph 9.

21. Settling Defendant's Reservations.

a. Settling Defendant reserves, and this Consent Decree is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of Settling Defendant's plans, reports, other deliverables or activities.

b. The covenant in Paragraph 20 shall not apply if the United States or the State brings a cause of action against the Settling Defendant or issues an order to the Settling Defendant to fund or perform any changed remedy for OU 4 and OU 5 that (i) is a significant difference or fundamental change from the current selected remedy for OU 4 and OU 5 and (ii) increases the cost of the remedy, as compared to the current selected remedy for OU 4 and OU 5, but only to the extent that the Settling Defendant's claims arise from its need to fund or perform any such changed remedy for OU 4 and OU 5.

22. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

IX. EFFECT OF SETTLEMENT/CONTRIBUTION

23. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Consent Decree diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

24. The Parties agree, and by entering this Consent Decree this Court finds, that this Consent Decree constitutes a judicially-approved settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that the Settling Defendant is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for “matters addressed” in this Consent Decree. Settling Defendant’s Related Parties are also entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA for “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are Past Response Costs, Upstream Response Activities and Costs, and Future Oversight Costs; provided, however, that if the United States or the State exercises rights against Settling

Defendant under the reservations in Paragraph 18, the “matters addressed” in this Consent Decree will no longer include those response costs or response actions that are within the scope of the exercised reservation.

25. Nothing in this Consent Decree shall affect any covenants not to sue provided to Settling Defendant or Settling Defendant’s Related Parties by the July 22, 1999 Agreement Between the State of Wisconsin and Fort James Corporation, the May 26, 2000 EPA Administrative Order on Consent captioned In re Lower Fox River Sediment Management Unit 56/57 Removal Action, EPA Docket No. V-W-00-596, or the Consent Decree approved by this Court in United States and the State of Wisconsin v. Fort James Operating Co., 313 F. Supp. 2d 902 (E.D. Wis. 2004).

26. Res Judicata and Other Defenses. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section VII (Covenants by Plaintiffs).

X. ACCESS TO PROPERTY

27. If any property where access is needed to implement response activities at the Site is owned or controlled by the Settling Defendant, the Settling Defendant shall:

a. commencing on the Date of Lodging of this Consent Decree, provide the United States, the State, and their representatives and designates, including EPA and WDNR and

their contractors, with access at all reasonable times to relevant portions of such property, for the purpose of conducting any response activity related to the Site, including, but not limited to, the following activities:

- (1) Monitoring, investigation, removal, remedial, or other response activities at the Site;
- (2) Verifying any data or information submitted to the United States or the State;
- (3) Conducting investigations regarding contamination at or near the Site;
- (4) Obtaining samples;
- (5) Assessing the need for, planning, or implementing response actions at or near the Site;
- (6) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendant or its agents, consistent with Section IX (Access to Information);
- (7) Assessing Settling Defendant's compliance with the Consent Decree; and
- (8) Determining whether the Site or other real property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the Consent Decree;

b. commencing on the Date of Lodging, the Settling Defendant shall not use any such real property in any manner that EPA or WDNR determines will pose an unacceptable risk to human health or to the environment due to exposure to Waste Materials or interfere with

or adversely affect the implementation, integrity, or protectiveness of the remedial measures to be performed at the Site.

28. Notwithstanding any provision of this Consent Decree, the United States and the State retain all of their access authorities and rights, as well as all of their rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA and any other applicable statute or regulations.

XI. ACCESS TO INFORMATION

29. Subject to Paragraph 30, the Settling Defendant shall provide to Plaintiffs, upon request, copies of all documents and information within its possession or control or that of its contractors or agents relating to response activities at the Site, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to response activities at the Site. The Settling Defendant shall also make available to Plaintiffs, for purposes of investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of response activities at the Site.

30. Business Confidential and Privileged Documents.

a. The Settling Defendant may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiffs under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA and the State, or if EPA has notified the Settling Defendant that the documents or

information are not confidential under the standards of Section 104(e)(7) of CERCLA, the public may be given access to such documents or information without further notice to Settling Defendant.

b. The Settling Defendant may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendant asserts such a privilege in lieu of providing documents, the Settling Defendant shall provide the Plaintiffs with the following: (i) the title of the document, record, or information; (ii) the date of the document, record, or information; (iii) the name and title of the author of the document, record, or information; (iv) the name and title of each addressee and recipient; (v) a description of the contents of the document, record, or information; and (vi) the privilege asserted by the Settling Defendant.

31. No claim of confidentiality or privilege shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other information evidencing conditions at or around the Site.

XII. RETENTION OF RECORDS

32. Until ten years after the Effective Date, the Settling Defendant shall preserve and retain all records and documents now in its possession or control or which come into its possession or control that relate in any manner to the performance of response activities at the Site by Settling Defendant or the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary. This Consent Decree shall not be construed as limiting the Settling Defendant's record preservation obligations under Section XVII of the UAO.

33. At the conclusion of this document retention period, the Settling Defendant shall notify the United States and the State at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States or the State, Settling Defendant shall deliver any such records or documents to EPA or WDNR. The Settling Defendant may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendant asserts such a privilege, they shall provide the Plaintiffs with the following: (i) the title of the document, record, or information; (ii) the date of the document, record, or information; (iii) the name and title of the author of the document, record, or information; (iv) the name and title of each addressee and recipient; (v) a description of the subject of the document, record, or information; and (vi) the privilege asserted by Settling Defendant. However, no documents, reports, or other information created or generated pursuant to the requirements of this Consent Decree or any other settlement with the Plaintiffs shall be withheld on the grounds that they are privileged.

34. The Settling Defendant hereby certifies that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site since the initial filing of suit against it regarding the Site and that it has fully complied with any and all requests for information pursuant to Section 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

XIII. NOTICES AND SUBMISSIONS

35. Whenever, under the terms of this Consent Decree, written notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give

notice of a change to the other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, the State, and the Settling Defendant, respectively.

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-11-2-1045/3)

P.O. Box 7611 601 D Street, N.W. – Room 2121
Washington, D.C. 20044-7611 Washington, DC 20004

As to EPA:

Director, Superfund Division
U.S. Environmental Protection Agency
Region 5
77 West Jackson Blvd.
Chicago, IL 60604

As to the State:

As to WDOJ:

Cynthia R. Hirsch
Assistant Attorney General
Wisconsin Department of Justice

P.O. Box 7857 17 West Main Street
Madison, WI 53707-7857 Madison, WI 53702

As to WDNR:

Bruce Baker
Administrator, Division of Water
Wisconsin Department of Natural Resources

P.O. Box 7921 101 S. Webster St.
Madison, WI 53707-7921 Madison, WI 53703

As to the Settling Defendant:

J. Michael Davis
Principal Counsel – Environmental
Law Department
Georgia-Pacific LLC
133 Peachtree Street, NE
Atlanta, GA 30303

with a copy to:

General Counsel
Georgia-Pacific LLC
133 Peachtree Street, NE
Atlanta, GA 30303

and

John N. Hanson
Beveridge & Diamond, P.C.
1350 I Street, NW – Suite 700
Washington, DC 20005

XIV. EFFECTIVE DATE

36. The effective date of this Consent Decree shall be the date upon which it is entered by the Court; provided, however, that the Settling Defendant hereby agrees that it shall be bound upon the Date of Lodging to comply with obligations of the Settling Defendant specified in this Consent Decree that arise before the date upon which this Consent Decree is entered by the Court. In the event the Plaintiffs withdraw or withhold consent to the Consent Decree before entry, or the Court declines to enter the Consent Decree, then the preceding requirement to comply with requirements of the Consent Decree upon the Date of Lodging shall terminate.

XV. RETENTION OF JURISDICTION

37. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Settling Defendant for the duration of the performance of the terms and provisions of this

Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms.

XVI. INTEGRATION/APPENDICES

38. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree.

39. The following appendices are attached to and incorporated into this Consent Decree:

“Appendix A” is the map of the Site.

“Appendix B” is the map depicting the division of OU 4 between Upper OU 4 and Lower OU 4.

XVII. MODIFICATION

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

41. Nothing in this Decree shall be deemed to alter the Court's power to enforce, supervise or approve modifications to this Consent Decree.

XVIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

42. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper, or inadequate. Settling Defendant consents to the entry of this Consent Decree without further notice.

43. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XIX. SIGNATORIES/SERVICE

44. The undersigned representatives of the Settling Defendant, the undersigned representatives of the State, and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice each certify that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this document.

45. The Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the United States has notified the Settling Defendant in writing that it no longer supports entry of the Consent Decree.

46. The Settling Defendant shall identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendant hereby agrees to accept service in that manner and to waive the formal

service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons. The Parties agree that the Settling Defendant need not file an answer to the Complaint in this action unless or until the Court expressly declines to enter this Consent Decree

XX. FINAL JUDGMENT

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

SO ORDERED.

*THE COURT'S APPROVAL AND ENTRY OF THIS
CONSENT DECREE SHALL BE SIGNIFIED BY ENTRY
OF A SEPARATE ORDER IN ACCORDANCE WITH
THE COURT'S ELECTRONIC CASE FILING
POLICIES AND PROCEDURES MANUAL*

United States District Judge

THE UNDERSIGNED PARTY enters into this Consent Decree with Georgia-Pacific Consumer Products LP in matter of United States and the State of Wisconsin v. NCR Corp., et al. (E.D. Wis.) relating to the Lower Fox River and Green Bay Site.

FOR THE UNITED STATES OF AMERICA

10/13/10
Date

Ignacia S. Moreno
IGNACIA S. MORENO
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

9/20/2010
Date

Randall M. Stone
RANDALL M. STONE, Senior Attorney
JEFFREY A. SPECTOR, Trial Attorney
IVA ZIZA, Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Telephone: (202) 514-1308
Facsimile: (202) 616-6584
E-Mail: randall.stone@usdoj.gov

THE UNDERSIGNED PARTY enters into this Consent Decree with Georgia-Pacific Consumer Products LP in matter of United States and the State of Wisconsin v. NCR Corp., et al. (E.D. Wis.) relating to the Lower Fox River and Green Bay Site.

FOR THE UNITED STATES OF AMERICA

October 11, 2010
Date



JAMES L. SANTELLE
United States Attorney

SUSAN M. KNEPEL
Assistant United States Attorney
Wisconsin State Bar # 1016482
Office of the United States Attorney
Eastern District of Wisconsin
517 E. Wisconsin Ave., Room 530
Milwaukee, WI 53202
Telephone: (414) 297-1700
Facsimile: (414) 297-4394
Susan.Knepel@usdoj.gov

THE UNDERSIGNED PARTY enters into this Consent Decree with Georgia-Pacific Consumer Products LP in matter of United States and the State of Wisconsin v. NCR Corp., et al. (E.D. Wis.) relating to the Lower Fox River and Green Bay Site.

Date

9/28/10

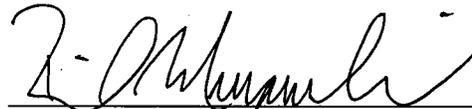


RICHARD C. KARL

for Director, Superfund Division
U.S. Environmental Protection Agency
Region 5
77 West Jackson Boulevard
Chicago, IL 60604

Date

9-24-10



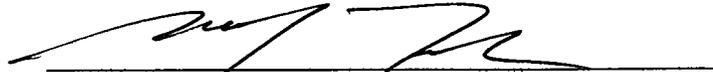
RICHARD MURAWSKI

Associate Regional Counsel
U.S. Environmental Protection Agency
Region 5
77 West Jackson Boulevard
Chicago, IL 60604

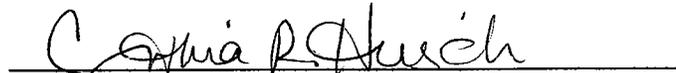
THE UNDERSIGNED PARTY enters into this Consent Decree with Georgia-Pacific Consumer Products LP in matter of United States and the State of Wisconsin v. NCR Corp., et al. (E.D. Wis.) relating to the Lower Fox River and Green Bay Site.

FOR THE STATE OF WISCONSIN

September 22, 2010
Date


MATTHEW J. FRANK
Secretary
Wisconsin Department of Natural Resources
101 South Webster Street
Madison, WI 53703

September 23, 2010
Date


CYNTHIA R. HIRSCH
Assistant Attorney General
Wisconsin Department of Justice
17 West Main Street
Madison, WI 53702

THE UNDERSIGNED PARTY enters into this Consent Decree with Georgia-Pacific Consumer Products LP in matter of United States and the State of Wisconsin v. NCR Corp., et al. (E.D. Wis.) relating to the Lower Fox River and Green Bay Site.

FOR GEORGIA-PACIFIC CONSUMER PRODUCTS LP

September 16, 2010
Date

Signature: *Wes Jones* JMD
Name (print): Wes Jones
Title: SUP Ops & Compliance
Address: 133 Peachtree St.
Atlanta, GA 30303

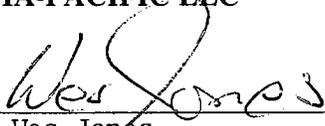
Agent Authorized to Accept Services on Behalf of Above-signed Party:

Name (print): J. Michael Davis
Title: Asst. Gen. Counsel - Environmental
Address: 133 Peachtree St.
Atlanta, GA 30303
jmdavis@gapac.com
Ph. Number: 404-652-7497

THE UNDERSIGNED assents to the terms of Section VIII (Covenants by Settling Defendant) of this Consent Decree with Georgia-Pacific Consumer Products LP in matter of United States and the State of Wisconsin v. NCR Corp., et al. (E.D. Wis.) relating to the Lower Fox River and Green Bay Site.

FOR GEORGIA-PACIFIC LLC

September 16, 2010
Date

Signature:  JMD
Name (print): Wes Jones
Title: Sr. V.P. - Operations Excellence and Compliance
Address: 133 Peachtree St.
Atlanta, GA 30303

THE UNDERSIGNED assents to the terms of Section VIII (Covenants by Settling Defendant) of this Consent Decree with Georgia-Pacific Consumer Products LP in matter of United States and the State of Wisconsin v. NCR Corp., et al. (E.D. Wis.) relating to the Lower Fox River and Green Bay Site.

FOR FORT JAMES CORPORATION

September 17, 2010
Date

Signature: *Paul Frederickson*
Name (print): Paul Frederickson
Title: Sr. VP - Operations Support
Address: 133 Peachtree St.
Atlanta, GA 30303

JMD

Appendix A: Map of the Lower Fox River and Green Bay Site

