

judicial resources;

NOW, THEREFORE, the Parties, intending to be bound by this Agreement, hereby stipulate and agree as follows:

1. Within 10 days after this Agreement is executed by the Parties (i.e., signed), but before it becomes final pursuant to paragraph 5 of this Agreement, the Parties shall file a joint motion with the Court notifying it of this Agreement and requesting that this case be stayed pending completion of, and subject to, the terms of this Agreement.

2. EPA shall sign no later than May 9, 2003, a response to the Georgia-Pacific petition pursuant to section 505(b)(2) of the Clean Air Act.

3. Plaintiffs shall file, within 30 days of May 9, 2003, a motion for voluntary dismissal of the complaint with prejudice in accordance with Rule 41(a)(1) of the Federal Rules of Civil Procedure, provided that EPA undertakes the action described in Paragraph 2 by the date set forth therein.

4. If EPA fails to take action as set forth in Paragraph 2, Plaintiffs' sole remedy under this Agreement shall be the right to ask the Court to lift the stay of proceedings and establish a schedule for further proceedings.

5. The Parties agree and acknowledge that before this Agreement is final, EPA must provide notice in the Federal Register and an opportunity for public comment pursuant to section 113(g) of the Clean Air Act, 42 U.S.C. § 7413(g). EPA shall submit said notice of this Agreement to the Federal Register as expeditiously as possible. After this Agreement has undergone an opportunity for notice and comment, the Administrator and/or the Attorney General, as appropriate, shall promptly consider any such written comments in determining

whether to withdraw or withhold their consent to the Agreement, in accordance with section 113(g) of the Clean Air Act. Once the Administrator and/or the Attorney General elect whether or not to withdraw or withhold his/her consent to this Agreement, EPA shall provide written notice to Plaintiffs as expeditiously as possible. This Agreement shall become final on the date that EPA provides such written notice to Plaintiffs. If EPA does not provide such written notice within 60 days after the notice of the Agreement is published in the Federal Register, Plaintiffs' sole remedy with respect to the Georgia-Pacific Petition shall be the right to ask the Court to lift the stay of proceedings and establish a schedule for further proceedings.

6. Nothing in this Agreement shall be construed to limit or modify the discretion accorded EPA by the Clean Air Act or by general principles of administrative law.

7. If the Agreement becomes final under Paragraph 5 and EPA undertakes the action described in Paragraph 2, the United States, on behalf of EPA, shall reimburse LEAN for its litigation costs as soon as reasonably practicable after dismissal of this case as set forth in Paragraph 3, by paying the sum of \$150.00 to LEAN by Electronic Funds Transfer in accordance with instructions provided by LEAN. Each Party shall otherwise bear its own costs and attorneys' fees.

8. Except as set forth in this Agreement, the Parties retain all rights, claims, defenses, and discretion they may otherwise have.

9. The commitments of EPA in this Settlement Agreement are subject to the availability of appropriated funds. No provision of this Agreement shall be interpreted as or constitute a commitment or requirement that EPA obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341. In the event that sufficient appropriated funding is not available, Plaintiffs' sole remedy is set forth in Paragraphs 4 and 5.

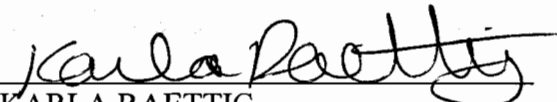
10. The undersigned representatives of each Party certify that they are fully authorized by the Party that they represent to bind that Party to the terms of this Agreement.

ON BEHALF OF CHRISTINE TODD
WHITMAN, EPA ADMINISTRATOR

ON BEHALF OF JUANITA STEWART
AND LOUISIANA ENVIRONMENTAL
ACTION NETWORK

THOMAS L. SANSONETTI
Assistant Attorney General

BRIAN H. LYNK
United States Department of Justice
Environment & Natural Resources Division
Environmental Defense Section
P.O. Box 23986
Washington, D.C. 20026-3986
(202) 514-6187


KARLA RAETTIG
Tulane Environmental Law Clinic
6329 Freret Street
New Orleans, LA 70118-6321
(504) 865-5789

For Defendant

For Plaintiffs

Dated: _____

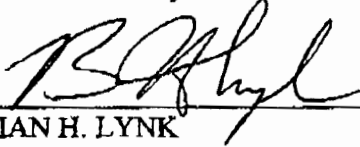
Dated: 2/14/03

10. The undersigned representatives of each Party certify that they are fully authorized by the Party that they represent to bind that Party to the terms of this Agreement.

ON BEHALF OF CHRISTINE TODD
WHITMAN, EPA ADMINISTRATOR

ON BEHALF OF JUANITA STEWART
AND LOUISIANA ENVIRONMENTAL
ACTION NETWORK

THOMAS L. SANSONETTI
Assistant Attorney General



BRIAN H. LYNK
United States Department of Justice
Environment & Natural Resources Division
Environmental Defense Section
P.O. Box 23986
Washington, D.C. 20026-3986
(202) 514-6187

KARLA RAETTIG
Tulane Environmental Law Clinic
6329 Freret Street
New Orleans, LA 70118-6321
(504) 865-5789

For Defendant

For Plaintiffs

Dated: Feb. 14, 2003

Dated: _____