

SETTLEMENT AGREEMENT

WHEREAS, Plaintiffs Louisiana Environmental Action Network and Concerned Citizens of Livingston Parish (collectively "Plaintiffs") have submitted, pursuant to section 505(b)(2) of the Clean Air Act, 42 U.S.C. § 7661d(b)(2), an administrative petition to Defendant, Lisa Jackson, Administrator of the U.S. Environmental Protection Agency ("EPA"), to object to issuance of air permit No. 1740-00025V1 to Waste Management for the Woodside Landfill in Walker, Livingston Parish, Louisiana (hereinafter the "Woodside Petition");

WHEREAS, Plaintiffs have filed a complaint styled as *Louisiana Environmental Action Network v. Lisa Jackson*, No. 1:09-cv-01943-HHK (D.D.C.), alleging that the EPA has a nondiscretionary duty under section 505(b)(2) of the Clean Air Act, to respond to the above-mentioned Woodside Petition within 60 days of the filing of the Petition and further alleging that EPA has not responded to the Petition;

WHEREAS, EPA and Plaintiffs (collectively, the "Parties") wish to implement this Settlement Agreement ("Agreement") to avoid protracted and costly litigation and to preserve 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 finalization 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 28, 2010, a response to the Woodside Petition pursuant to Section 505(b)(2) of the Clean Air Act. Once EPA signs a response to the Woodside

Petition, EPA shall provide written notice to Plaintiffs, through their undersigned counsel, as expeditiously as possible.

3. Plaintiffs shall file a motion for voluntary dismissal of the complaint, with prejudice, within 30 days of May 28, 2010, in accordance with Rule 41(a)(1) of the Federal Rules of Civil Procedure provided that EPA undertakes the action provided 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 Clean Air Act section 113(g), 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 or the Attorney General, as appropriate, shall promptly consider any such written comments in determining whether to withdraw or withhold her or his consent to the Agreement, in accordance with section 113(g) of the Clean Air Act. Once the Administrator or the Attorney General elects whether or not to withdraw or withhold her or his consent to this Agreement, EPA shall provide written notice to Plaintiffs, through their undersigned counsel, as expeditiously as possible. This Agreement shall become final on the date that EPA provides such written notice to Plaintiffs that the Agreement is final. 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 Woodside 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.

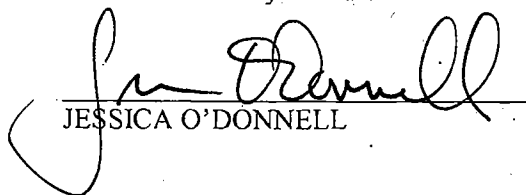
7. If the Agreement becomes final under Paragraph 5 and EPA undertakes the action set forth in Paragraph 2, the United States, on behalf of EPA, shall pay the sum of five thousand dollars (\$5000.00) to Tulane Environmental Law Clinic, as counsel for Plaintiffs, in full and complete settlement of Plaintiffs' claims for attorneys' fees and costs in the above-referenced matter. Plaintiffs and EPA agree that the amount provided herein constitutes a fair, reasonable and full and complete settlement of all claims for attorney fees and costs under any provision of law that Plaintiffs asserted or could have asserted in connection with this litigation. The payment from the United States shall be made as soon as reasonably practicable after dismissal of this case as set forth in Paragraph 3 by electronic wire transfer in accordance with instructions provided by Plaintiffs.

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

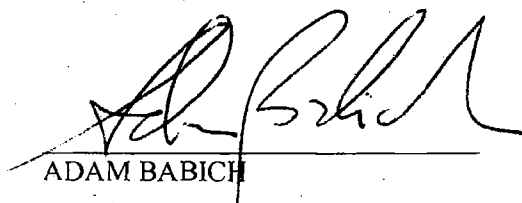
9. The commitments of EPA in this Settlement Agreement are subject to the availability of appropriated funds. No provision of this Agreement shall be interpreted as or constitute a commitment or requirement that EPA obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341. 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.

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Assistant Attorney General



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For Defendant, Lisa Jackson

Dated: 4/28/10

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