

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO**

PADDOCK ENTERPRISES, LLC,

Plaintiff/Counterclaim Defendant,

v.

UNITED STATES OF AMERICA,

Defendant/Counterclaim Plaintiff.

Case No. 5:22-cv-1558  
Chief Judge Sara Lioi

**CONSENT DECREE**

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## I. BACKGROUND

A. This action involves claims and counterclaims under the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), as amended, for reimbursement and allocation of response costs incurred or to be incurred for response actions taken or to be taken at or in connection with the release or threatened release of hazardous substances at or from the Jaite Paper Mill Site in the Cuyahoga Valley National Park in Ohio (the “Site”).

B. The claims of Paddock Enterprises, LLC (“Paddock”) against the United States of America (the “United States”) are set forth in Paddock’s Second Amended Complaint (ECF No. 42). The United States’ counterclaims against Paddock – asserted on behalf of the Department of the Interior (“DOI”), acting through the National Park Service (“NPS”) – are set forth in the United States’ Second Amended Answer and Counterclaims (ECF No. 44).

C. Pursuant to Executive Orders 12580 and the National Contingency Plan, 40 C.F.R. Part 300, the President has delegated authority to take certain CERCLA response actions at the Site to DOI, acting through NPS.

D. In response to the release or threatened release of hazardous substances at or from the Site, NPS undertook response actions at the Site pursuant to CERCLA Section 104, 42 U.S.C. § 9604, and expects to undertake additional response actions in the future. In performing response actions with regard to the Site, the United States has incurred response costs and will incur additional response costs in the future.

E. Between 2018 and 2019, NPS planned and performed a CERCLA time-critical removal action (“TCRA”) addressing releases and threatened releases of hazardous substances from the erosion and flooding of a waste containing area at the Site along the banks of the Cuyahoga River.

F. In 2020, NPS completed an Engineering Evaluation/Cost Analysis Report (“EE/CA”), which recommended an alternative for a non-time critical removal action (“NTCRA”) addressing remaining environmental contamination at the Site. NPS published notice of the availability of the EE/CA in December 2020 and provided an opportunity for written and oral comments from the public. After the close of the public comment period, NPS memorialized its decision to implement the NTCRA proposed by the EE/CA in an Action Memorandum executed on September 22, 2021 (the “2021 Action Memorandum”).

G. The United States’ counterclaims allege that Paddock is a responsible party pursuant to CERCLA Section 107(a)(2), 42 U.S.C. § 9607(a)(2) – as the alleged corporate successor of one or more former owners and operators of the Site – and is jointly and severally liable for response costs incurred and to be incurred at the Site.

H. The United States, on behalf of DOI, also contends that it has claims for recovery of Natural Resource Damages (including for recovery of natural resource damages assessment costs) against Paddock. Pursuant to Executive Order 12580 and the National Contingency Plan, 40 C.F.R. Part 300, the President has delegated authority to DOI to act as Trustee for natural resources and their services that belong to, are managed by, controlled by, or appertain to DOI. DOI contends that natural resources, and supporting ecosystems under DOI’s jurisdiction, have

been injured by releases of hazardous substances at the Site; that data sufficient to pursue a natural resource damage assessment are available or could likely be obtained at reasonable cost; and that, without further action, implemented and planned response actions are unlikely to adequately address the resource injuries and lost services. DOI has also gathered data to assess injuries to natural resources at and near the Site and lost recreational services around the Site. Based on this research and information, the Parties agree that no further natural resource damage assessment is required to effectuate the purposes of this Consent Decree. Although DOI has initiated but not yet completed a natural resource damage assessment for the Site, DOI has developed and analyzed information sufficient to support a settlement of claims for Natural Resource Damages that is fair, reasonable and in the public interest.

I. The United States also contends that Paddock is liable to the United States under the System Unit Resource Protection Act (“SURPA”), 54 U.S.C. §§ 100721-725, for response costs and damages for the destruction, loss, or injury to System unit resources at the Site and for response actions to prevent further destruction, loss, or injury to System unit resources at the Site.

J. Paddock alleges that the United States is a responsible party pursuant to CERCLA Section 107(a)(1), 42 U.S.C. § 9607(a)(1) – as the current owner and operator of the Site. Paddock seeks a declaratory judgment and contribution against the United States for any past and future response costs incurred with regard to the Site, for which Paddock may be liable.

K. The United States, and DOI as a Settling Federal Agency under this Consent Decree, does not admit any liability to Paddock with regard to the Site, including any liability arising out of the transactions or occurrences alleged in any claim asserted by Paddock.

L. Paddock does not admit any liability to the United States with regard to the Site, including any liability arising out of the transactions or occurrences alleged in any counterclaim asserted by the United States.

M. The United States and Paddock agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter without further litigation and without the admission or adjudication of any issue of fact or law is appropriate and will limit and resolve prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is 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. §§ 9607 and 9613(b) and also has personal jurisdiction over the United States and Paddock. Subject to the terms, requirements, and reservations of Section XV (Lodging and Opportunity for Public Comment), neither the United States nor Paddock shall challenge entry or 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 is binding upon the United States and upon Paddock and its successors and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Parties under this Consent Decree.

### IV. DEFINITIONS

3. Unless otherwise expressly provided in this Consent Decree, terms used in this Consent Decree that 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 its appendices, the following definitions shall apply:

a. “Central Hazardous Materials Fund” shall mean the Fund established by Public Law 103-332 (September 30, 1994) for necessary expenses of DOI and any of its component offices and bureaus for response actions pursuant to CERCLA.

b. “CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, as amended.

c. “Consent Decree” shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.

d. “Date of Lodging” shall mean the day on which the United States lodges a copy of this Consent Decree with the Court, before public notice of the settlement or the public comment period referenced in Section XV (Lodging and Opportunity for Public Comment).

e. “Day” or “day” shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

f. “DOI” shall mean the U.S. Department of the Interior and its component offices and bureaus (including NPS), as well as its successor departments, agencies, or instrumentalities.

g. “DOJ” shall mean the U.S. Department of Justice and its successor departments, agencies, or instrumentalities.

h. “Effective Date” shall mean the date upon which approval of this Consent Decree is recorded on the Court’s docket.

i. “Future Response Action for the Site” shall mean: (i) the NTCRA proposed by the EE/CA and selected in the 2021 Action Memorandum; or (ii) another future response action for the Site selected by the United States in accordance with the National Contingency Plan. Copies of the EE/CA (without Appendices) and the 2021 Action Memorandum are attached as Consent Decree Exhibits B and C.

j. “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. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

k. “Litigation Materials” shall mean information contained in or provided by discovery responses or documents produced by the Parties or third parties, the Parties’ expert disclosures and reports, and the deposition of witnesses in the above captioned action, including information concerning Site ownership and operations, and the disposal, release, or threatened release of hazardous substances, pollutants, or contaminants to the environment, including subsequent migration, that relates to Site operations prior to 1985.

l. “National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

m. “Natural Resource” or “Natural Resources” means land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources, belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States.

n. “Natural Resource Damages” or “NRD” means any damages recoverable by the United States on behalf of the public, for injury to, destruction of, loss of, loss of use of, or impairment of Natural Resources as a result of a release of hazardous substances at or from the Site, including, but not limited to: (i) the costs of assessing such injury, destruction, or loss or impairment arising from or relating to such a release; (ii) the costs of restoration, rehabilitation, or replacement of injured or lost natural resources or of acquisition of equivalent resources; (iii) the costs of planning such restoration activities; (iv) compensation for injury, destruction, loss, loss of use, or impairment of natural resources; and (v) each of the categories of recoverable damages described in 43 C.F.R. § 11.15.

o. “NPS” shall mean the National Park Service and its successor departments, agencies, or instrumentalities.

p. “NRDAR Fund” means DOI’s Natural Resource Damage Assessment and Restoration Fund.

q. “Paddock” shall mean Plaintiff/Counterclaim Defendant Paddock Enterprises, LLC.

r. “Paddock’s Response Costs and NRD Contribution” shall mean: (i) all response costs that Paddock paid or incurred relating to the Site through the Date of Lodging; and (ii) all payments by Paddock under Consent Decree Paragraph 5 (Payments by Paddock).

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

t. “Parties” shall mean the United States and Paddock.

- u. “Section” shall mean a portion of this Consent Decree identified by a Roman numeral.
- v. “Settling Federal Agency” shall mean DOI and its successor departments, agencies, or instrumentalities.
- w. “Site” shall mean the Jaite Paper Mill Site, encompassing approximately 30 acres, located at the confluence of Brandywine Creek and the Cuyahoga River in Summit County, Ohio, and generally shown on the map included in Appendix A.
- x. “SURPA” shall mean the System Unit Resource Protection Act, 54 U.S.C. §§ 100721-725.
- y. “United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including DOI.
- z. “With regard to,” “relating to,” and “with respect to,” as used in this Consent Decree, shall have the same interpretation and meaning.

## **V. STATEMENT OF PURPOSE**

4. By entering into this Consent Decree, the mutual objective of the Parties is:

(1) For Paddock to make a payment of money to the United States to resolve its alleged civil liability for response costs, response actions, and NRD with regard to the Site under CERCLA Sections 106 and 107(a), 42 U.S.C. §§ 9606 and 9607(a), and SURPA, as provided in the Covenants by the United States in Section VIII, subject to the reservations of rights by the United States in Section IX; and

(2) For the United States to make a payment of money on behalf of the Settling Federal Agency to resolve its alleged civil liability for contribution or for cost recovery for response costs and NRD with regard to the Site under CERCLA – including for Paddock’s Response Costs and NRD Contribution – as provided in the Covenants by Paddock and the Settling Federal Agency, subject to reservations of rights in Sections IX and X.

## **VI. PAYMENTS**

5. **Payments by Paddock.**

a. Within forty-five (45) days after the Date of Lodging, Paddock shall deposit \$16.5 million into an interest-bearing escrow account in a duly chartered bank or trust company that is insured by the Federal Deposit Insurance Corporation (the “Escrow Account”).

b. If the Consent Decree is not entered by the Court, and the time for any appeal of that decision has run, or if the Court’s denial of entry is upheld on appeal, the monies placed in escrow, together with accrued interest thereon, shall be returned to Paddock.

c. If the Consent Decree is entered by the Court: (i) Paddock shall deposit an additional \$16.5 million into the Escrow Account within twenty-eight (28) days after Paddock

receives the payment on behalf of the Settling Federal Agency required by Paragraph 9; and (ii) Paddock shall cause the \$33 million deposited in the Escrow Account by Paddock, together with the accrued interest thereon, to be paid to the United States within thirty-five (35) days after Paddock receives the payment on behalf of the Settling Federal Agency required by Paragraph 9.

6. **Deposit of Paddock's Payment.** The total amount to be paid to the United States pursuant to Paragraph 5.c shall be divided and deposited as follows, subject to the deduction required by the 1994 CJS Appropriations Act:

a. \$31 million (plus the accrued interest on that amount) shall be deposited in a Site-specific sub-account within the DOI's Central Hazardous Materials Fund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by DOI to the Central Hazardous Materials Fund; and

b. \$2 million (plus the accrued interest on that amount) shall be deposited in a Site-specific sub-account within the DOI's NRDAR Fund for the benefits and use of DOI as Natural Resource Trustee. Of this amount, \$1,930,000 will be used for restoration, replacement, rehabilitation, and/or acquisition of the equivalent of Natural Resources and their services injured or lost by the release of hazardous substances, \$6,200 will reimburse the incurred past assessment costs, and \$63,800 will be used for the restoration planning and implementation and monitoring oversight costs of the Trustee.

7. **Manner of Payment.** Paddock shall make the payment required by Paragraph 5.c by Fedwire Electronic Funds Transfer ("EFT") in accordance with instructions provided to Paddock by the DOJ. The payment instructions will include a Consolidated Debt Collection System ("CDCS") number, and DJ Number 90-11-3-12282/2, which shall be used to identify all payments required to be made in accordance with this Consent Decree. DOJ will provide the payment instructions to:

John F. Cayton  
Senior Legal Counsel, Environmental Law, Health and Safety  
One Michael Owens Way, Plaza One  
Perrysburg, OH 43551  
Telephone: (419) 450-6539  
Email: [john.cayton@o-i.com](mailto:john.cayton@o-i.com)

on behalf of Paddock. Paddock may change the individual to receive payment instructions on their behalf by providing written notice of such change to DOJ and DOI in accordance with Section XV (Notices and Submissions).

8. **Notice of Payment.** At the time of payment, Paddock shall send to DOI and DOJ in accordance with Section XII (Notices and Submissions), a notice of this payment including references to the CDCS Number and DJ Number 90-11-3-12282/2.

9. **Payment by the Settling Federal Agency**

a. As soon as reasonably practicable after the Effective Date, the United States, on behalf of the Settling Federal Agency, shall pay to Paddock \$16.5 million, in payment of Paddock's Response Costs and NRD Contribution, in accordance with instructions provided by Paddock.

b. **Interest.** In the event that any payment required by Paragraph 9.a is not made within 120 days after the Effective Date, the United States, on behalf of Settling Federal Agencies, shall pay Interest on the unpaid balance, with such Interest commencing on the 121<sup>st</sup> day after the Effective Date and accruing through the date of the payment.

c. The Parties to this Consent Decree recognize and acknowledge that the payment obligations of the Settling Federal Agency under this Consent Decree can only be paid from appropriated funds legally available for such purpose. Nothing in this Consent Decree shall be interpreted or construed as a commitment or requirement that any Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

**VII. FAILURE TO COMPLY WITH CONSENT DECREE**

10. **Interest on Late Payments.** If Paddock fails to make any payment required by Paragraph 5 (Payments by Paddock) by the required due date, Interest shall accrue on the unpaid balance through the date of payment.

11. **Stipulated Penalty.**

a. If Paddock fails to pay any amount due under Paragraph 5 (Payments by Paddock) by the required due date, Paddock shall be in violation of this Consent Decree and shall pay, in addition to the Interest required by Paragraph 10 (Interest on Late Payments), a stipulated penalty of 0.10% of the unpaid principal amount due to the United States per Day.

b. Penalties shall accrue as provided in this Paragraph regardless of whether the United States has notified Paddock of the violation or made a demand for payment but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment.

c. Stipulated penalties are due and payable within 30 days after the date of the demand for payment of the penalties by the United States. Paddock shall make any stipulated penalty payment in the manner prescribed by Paragraph 7 and with notice of payment to DOI and DOJ as specified by Paragraph 8.

12. If the United States brings an action to enforce this Consent Decree, Paddock shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

13. Payments made under this Section shall be in addition to any other remedies or sanctions available to the United States by virtue of Paddock's failure to comply with the requirements of this Consent Decree.

14. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Paddock from payment as required by Section VI (Payments) or from performance of any other requirements of this Consent Decree.

### VIII. COVENANTS BY THE UNITED STATES

15. **Covenants for Paddock by the United States.** Except as specifically provided in Section IX (Reservation of Rights by the United States), the United States covenants not to sue or to take administrative action against Paddock pursuant to CERCLA Sections 106 and 107, 42 U.S.C. §§ 9606 and 9607, and SURPA with regard to the Site, including for Natural Resource Damages. Except with respect to future liability for response, these covenants shall take effect upon the Effective Date. With respect to future liability for response, these covenants shall take effect upon DOI's certification of completion of the Future Response Action for the Site. These covenants are conditioned upon the satisfactory performance by Paddock of its obligations under this Consent Decree. These covenants extend only to Paddock and do not extend to any other person.

### IX. RESERVATION OF RIGHTS BY THE UNITED STATES

16. **General Reservations.** The United States reserves, and this Consent Decree is without prejudice to, all rights against Paddock with respect to all matters not expressly included within Paragraph 15 (Covenants for Paddock by the United States). Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Paddock with respect to:

- a. liability for failure of Paddock to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability based on Paddock's transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Paddock; and
- d. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

17. **United States' Pre- and Post-Certification Reservations for Response Action.**

a. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to issue an administrative order or to institute proceedings in this action or in a new action seeking to compel Paddock to perform further response actions relating to the Site, to pay the United States for additional costs of response, or any combination thereof. The United States may bring a claim under this reservation only if, at any time, conditions at the Site previously unknown to DOI are discovered, or information previously unknown to DOI is received, and DOI

determines, based in whole or in part on these previously unknown conditions or information, that the Future Response Action for the Site is not protective of public health or welfare or the environment. For the avoidance of doubt, an increase in incurred or expected response costs alone shall not constitute an unknown condition or information.

b. Before certification of completion of the Future Response Action for the Site, the information and the conditions known to DOI include only: (i) that information and those conditions known to DOI as of the date of DOI's selection of the Future Response Action for the Site and in the DOI decision documents and administrative record supporting the Future Response Action for the Site; and (ii) that information and those conditions listed or identified in the Litigation Materials in this case.

c. After certification of completion of the Future Response Action for the Site, the information and the conditions known to DOI include only: (i) that information and those conditions known to DOI as of the date of certification of completion of the Future Response Action for the Site and in the DOI decision documents and administrative record supporting the Future Response Action for the Site; and (ii) that information and those conditions listed or identified in the Litigation Materials in this case or in any additions to the administrative record after DOI's selection of the Future Response Action for the Site but prior to certification of completion of the Future Response Action for the Site.

**18. Additional Reservation Regarding Natural Resource Damages.**

Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings against Paddock in this action or in a new action seeking recovery of Natural Resource Damages based on: (i) conditions unknown to DOI as of the Date of Lodging that result in releases of hazardous substances at or from the Site that cause or contribute to new or additional injury to, destruction of, or loss of Natural Resources ("New NRD Information"); or (ii) information received by DOI after the Date of Lodging that, together with any other relevant information, indicates that releases of hazardous substances at or from the Site have resulted in injury to, destruction of, or loss of Natural Resources of a type unknown or a magnitude substantially greater than was known to DOI as of the Date of Lodging ("Unknown NRD Conditions").

a. For the purpose of this Paragraph, the information and conditions known to DOI shall include only the information or conditions listed or identified in records relating to Natural Resource Damages that were in the possession or under the control of DOI as of the Date of Lodging, including: (i) any sampling data or other data and any analyses, diagrams, maps, reports, or surveys relating to the Site in the possession or control of DOI; and (ii) any other information and conditions listed or identified in the Litigation Materials in this case.

b. For the avoidance of doubt, the following shall not be considered Unknown NRD Conditions or New NRD Information for the purposes of this Paragraph: (1) an increase solely in DOI's assessment of the magnitude of a known injury to, destruction of, or loss of Natural Resources at the Site; or (2) known injury to, destruction of, or loss of Natural Resources arising from the re-exposure, resuspension, or migration solely by natural causes of hazardous substances known to be present in the sediment, soils, surface water, or groundwater at the Site as of the Date of Lodging.

## **X. COVENANTS BY PADDOCK AND THE SETTLING FEDERAL AGENCY**

19. **Covenants by Paddock.** Paddock covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with regard to the Site and this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Ohio Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or

c. any claim pursuant to Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law relating to the Site.

20. **Covenants by the Settling Federal Agency.** The Settling Federal Agency agrees not to assert any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through CERCLA §§ 106(b)(2), 107, 111, 112, 113 or any other provision of law with respect to the Site and this Consent Decree. This covenant does not preclude demand for reimbursement from the Superfund of costs incurred by a Settling Federal Agency in the performance of its duties (other than pursuant to this Consent Decree) as lead or support agency under the NCP.

21. **Paddock's Reservations.** Except as provided in Paragraph 27 (res judicata and other defenses), Paddock's covenants in this Section shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations in Section IX (Reservations of Rights by the United States), other than in Paragraph 16.a (liability for failure to meet a requirement of the Consent Decree) or 16.b (criminal liability), but only to the extent that Paddock's claims arise from the same response action, response costs, or Natural Resources Damages that the United States is seeking pursuant to the applicable reservation.

22. Nothing in this Consent Decree shall be deemed to constitute approval or 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).

## **XI. 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. Except as provided in Section X (Covenants by Paddock and the Settling Federal Agency), each of the Parties expressly reserves any and all rights (including, but not limited to, under CERCLA Section 113, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that it 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 CERCLA Section 113(f)(2) and (3), 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 pursuant to which Paddock and the Settling Federal Agency have, as of the Effective Date, resolved liability to the United States within the meaning of CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), and are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), or as may be otherwise provided by law, for the “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are: (i) all response actions taken or to be taken and all response costs incurred or to be incurred, with regard to the Site, by the United States or any other person; and (ii) Natural Resource Damages – provided, however, that if the United States exercises rights under the reservations in Section IX (Reservations of Rights by the United States), other than in Paragraph 16.a (liability for failure to meet a requirement of the Consent Decree) or 16.b (criminal liability), the “matters addressed” in this Consent Decree will no longer include those response costs or response actions or Natural Resource Damages that are within the scope of the exercised reservation.

25. The Parties further agree, and by entering this Consent Decree this Court finds, that this action is a civil action within the meaning of CERCLA Section 113(f)(1), 42 U.S.C. § 9613(f)(1), and that this Consent Decree constitutes a judicially-approved settlement pursuant to which Paddock and the Settling Federal Agency has, as of the Effective Date, resolved liability to the United States within the meaning of CERCLA Section 113(f)(3)(B), 42 U.S.C. § 9613(f)(3)(B).

26. Paddock shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify DOI and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Paddock also shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify DOI and DOJ in writing within 10 days after service of the complaint or claim upon it. In addition, Paddock shall notify DOI and DOJ within 10 days after service or receipt of any Motion for Summary Judgment, and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

27. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Paddock 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 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 by the United States set forth in Section VIII.

## **XII. NOTICES AND SUBMISSIONS**

28. Whenever, under the terms of this Consent Decree, 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. Except as otherwise provided, notice to a Party by email in accordance with this Section satisfies any notice requirement of the Consent Decree regarding such Party.

**As to DOJ:** [eescdcopy.enrd@usdoj.gov](mailto:eescdcopy.enrd@usdoj.gov)  
Re: DJ # 90-11-3-12282/2

**and:** [mailprocessing\\_eds.enrd@usdoj.gov](mailto:mailprocessing_eds.enrd@usdoj.gov)  
Re: DJ # 90-11-6-22259

**As to DOI:** Amy Horner Hanley  
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**As to Paddock:** John F. Cayton  
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Kegan A. Brown  
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### **XIII. RETENTION OF JURISDICTION**

29. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

### **XIV. INTEGRATION/APPENDICES**

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

“Appendix A” is a map of the Site;

“Appendix B” is the EE/CA (without Appendices); and

“Appendix C’ is the 2021 Action Memorandum.

**XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

31. This Consent Decree shall be lodged with the Court for a period of at least 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that this Consent Decree is inappropriate, improper, or inadequate. Paddock consents to the entry of this Consent Decree without further notice.

32. If for any reason this 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.

**XVI. SIGNATORIES/SERVICE**

33. Each undersigned representative of Paddock and the U.S. Department of Justice certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

34. Paddock 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 Paddock in writing that it no longer supports entry of the Consent Decree.

35. Paddock shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of Paddock with respect to all matters arising under or relating to this Consent Decree. Paddock 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.

**XVII. FINAL JUDGMENT**

36. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between the United States and Paddock. The Court enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

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United States District Judge

Signature Page for Consent Decree Regarding Jaite Paper Mill Site

**FOR THE UNITED STATES OF AMERICA:**

ADAM R.F. GUSTAFSON  
Acting Assistant Attorney General  
Environment and Natural Resources Division



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KRISTIN M. FURRIE  
MATTHEW C. INDRISANO  
LAUREN M. MATOSZIUK  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611



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Environmental Defense Section  
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U.S. Department of Justice  
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Washington, D.C. 20044-7611

CAROL M. SKUTNIK  
Acting United States Attorney

BRENDAN F. BARKER  
Assistant United States Attorney  
United States Court House  
801 West Superior Avenue, Suite 400  
Cleveland, OH 44113

Signature Page for Consent Decree Regarding Jaite Paper Mill Site

**FOR THE UNITED STATES  
DEPARTMENT OF THE INTERIOR**

**AARON  
MOODY**

Digitally signed by  
AARON MOODY  
Date: 2025.04.11  
08:33:49 -04'00'

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AARON MOODY  
Associate Solicitor  
U.S. Department of the Interior  
Office of the Solicitor  
Division of Land Resources  
1849 C Street, N.W., MS6412  
Washington, DC 20240

Signature Page for Consent Decree Regarding Jaite Paper Mill Site

**FOR PADDOCK ENTERPRISES, LLC**

April 9, 2025  
Dated

Scott W. Gadris  
Signature

Scott W. Gadris  
Printed name

Address:

O-I  
One Michael Owens Way, Plaza One  
Ferrysburg, OH 43551

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

Name: The Corporation Trust Company

Title: \_\_\_\_\_

Address: Corporation Trust Center  
1209 Orange St.  
Wilmington, DE 19801