

STATE OF MICHIGAN
CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT
INGHAM COUNTY

ATTORNEY GENERAL DANA
NESSEL, on behalf of the People of the
State of Michigan, and the STATE OF
MICHIGAN,

No. 24-880-CZ

HON. WANDA M. STOKES

Plaintiffs,

v

OX PAPERBOARD WP, LLC and
WHITE PIGEON MILLS, LLC,

Defendants.

Danielle Allison-Yokom (P70950)
Polly A. Synk (P63473)
Assistant Attorneys General
Environment, Natural Resources, and
Agriculture Division
P.O. Box 30755
Lansing, MI 48909
517-335-7664
synkp@michigan.gov
allisonyokomd@michigan.gov

Joseph M. Callow, Jr.
Gregory M. Utter
Special Assistant Attorneys General
Callow + Utter Law Group
8044 Montgomery Road, Ste. 170
Cincinnati, Ohio 45236
513-659-3130
jcallow@callowandutter.com
gmutter@callowandutter.com

CONSENT JUDGMENT

Plaintiffs, Attorney General Dana Nessel and the State of Michigan (the State), and Defendants Ox Paperboard WP, LLC and White Pigeon Mills, LLC (collectively "Ox Paperboard"), agree that the settlement of this action is in the public interest and consent to the entry of this Consent Judgment, without further litigation, is the most appropriate means of resolving the allegations raised by the State in the Complaint filed with this Court on October 31, 2024.

In the Complaint, the State alleges that Ox Paperboard is in violation of MCL 324.3112(1), which prohibits persons from discharging waste without a valid permit; MCL 324.3109(1)(a), which prohibits a person from discharging to the waters of the state a substance that is or may become injurious to public health or natural resources; and its industrial storm water permit, number MIS210492. Specifically, the State alleges that Ox Paperboard has failed to (a) properly close the wastewater lagoons at its mill located at 15781 River Street, White Pigeon, Michigan (the Facility); (b) cease its illicit discharges at the Facility; and (c) remedy past violations and prevent future violations of Part 31 (Water Resources Protection) of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.3101 *et seq.* The State identified these alleged violations in Violation Notices dated October 8, 2020; May 3, 2021; October 13, 2021; October 28, 2022; and December 20, 2023; and Second Violation Notices dated June 8, 2023 and March 22, 2024.

Ox Paperboard denies liability, and Ox Paperboard's entry into this Consent Judgment is for settlement purposes only and is not an admission of any fact or

liability with respect to any issue identified within the Complaint or this Consent Judgment and is neither an admission nor denial of any factual allegations or legal conclusions stated or implied therein or herein.

Ox Paperboard and the State each agree not to contest the authority or jurisdiction of the Court to enter this Judgment or any terms or conditions.

NOW THEREFORE, before the taking of any testimony, and without trial of any issue of fact or law, and upon the consent of the Parties, through their attorneys in this case, it is ORDERED and ADJUDGED:

I. JURISDICTION AND VENUE

1.1 This Court has jurisdiction over the subject matter of this action pursuant to MCL 324.3115(1) and MCL 600.605. The Court has personal jurisdiction over Ox Paperboard under MCL 600.711.

1.2 Venue in this Court is proper pursuant to MCL 324.3115(1).

1.3 The Court has determined that the terms and conditions of this Consent Judgment are reasonable, adequately resolve the environmental issues raised herein, and properly protect the interests of the People of the State of Michigan.

II. PARTIES BOUND

2.1 The Plaintiffs are Attorney General Dana Nessel, on behalf of the People of the State of Michigan, and the State of Michigan (collectively the "State").

2.2 The Defendants are Ox Paperboard WP, LLC, which has its principal place of business at 600 West Elm Avenue, Hanover, Pennsylvania 17331, and White Pigeon Mills, LLC which has its principal place of business at 600 West Elm Avenue, Hanover, Pennsylvania, 17331 ("Ox Paperboard"). Ox Paperboard is responsible for the performance of all activities specified in this Consent Judgment and for any penalties that may arise from violations of this Consent Judgment.

2.3 This Consent Judgment shall apply to and be binding upon Ox Paperboard and the State and their successors and assigns. Any change in ownership, corporate, or legal status of Ox Paperboard including, but not limited to, any transfer of assets, or of real or personal property, shall in no way alter Ox Paperboard's responsibilities under this Consent Judgment. Ox Paperboard shall provide the State with written notice prior to its transfer of ownership of part or all of the Facility and shall provide a copy of this Consent Judgment to any subsequent owners or successors prior to the transfer of any ownership rights.

2.4 Notwithstanding the terms of any contract that Ox Paperboard may enter with respect to the performance of the requirements of this Consent Judgment, Ox Paperboard is responsible for compliance with the terms of this Consent Judgment and shall ensure that its contractors, subcontractors, laboratories, and consultants perform all activities in conformance with the terms and conditions of this Consent Judgment.

2.5 The signatories of this Consent Judgment certify that they are authorized to execute this Consent Judgment and to legally bind the parties they represent.

III. STATEMENT OF PURPOSE

The Parties' objective in entering this Consent Judgment is to settle the violations alleged in the Complaint in a manner and under terms satisfactory to the Parties.

IV. DEFINITIONS

4.1 "Effective Date" means the date of entry of this Consent Judgment by the Court as recorded on the Court docket or, if the Court instead issued an order approving this Consent Judgment, the date such order is recorded on the Court docket, whichever comes first.

4.2 "EGLE" means the Michigan Department of Environment, Great Lakes, and Energy.

4.3 "Facility" means the property and paper mill located at 15781 River Street in White Pigeon, Michigan that is the subject of the violations alleged in the Complaint.

4.4 "Party" means the State or Ox Paperboard. "Parties" mean the State and Ox Paperboard.

4.5 “Part 31” means Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, being MCL 324.3101 *et seq.* and the administrative rules promulgated thereunder.

4.6 “Submissions” means all plans, reports, schedules, and other submissions that Ox Paperboard is required to provide to the State or EGLE pursuant to this Consent Judgment. “Submissions” does not include the notifications set forth in Section XVII (*Force Majeure*) of this Consent Judgment.

4.7 Unless otherwise defined herein, all terms used in this Consent Judgment that are defined in the pertinent parts of the NREPA and associated administrative rules and/or permits shall have the same meaning in this Consent Judgment as in those pertinent parts, rules, or permits. Unless otherwise specified in this Consent Judgment, “day” means a calendar day.

V. COMPLIANCE WITH STATE AND FEDERAL LAWS

All actions required to be taken pursuant to this Consent Judgment shall be undertaken in accordance with the requirements of all state and federal laws, rules, and regulations, including the timely procurement of all necessary permits and approvals.

VI. COMPLIANCE PROGRAM

6.1 **Lagoon closure.** By September 26, 2025, Ox Paperboard shall submit to EGLE for its review and approval, a feasibility study for the lagoon

closure. The feasibility study must, at a minimum, evaluate offsite disposal options for contaminated sludges and soils removed from the lagoon. Any onsite disposal options evaluated in the feasibility study must meet the substantive requirements of Part 115, Solid Waste, of NREPA.

a. The feasibility study must evaluate each closure option proposed and at a minimum must include the following information related to each proposed closure option:

i. The performance; reliability (including during adverse weather events such as floods); ease of implementation; and potential impacts of the closure option, including human and environmental safety, cross-media impacts, and control of exposure to any residual contamination;

ii. The time required to begin and complete implementation of the closure option;

iii. The costs of implementing the closure option;

iv. The long-term operation and maintenance costs of the closure option; and

v. The institutional requirements that may substantially affect implementation of the closure option.

b. The feasibility study must propose a lagoon closure option based on the analysis.

c. Within sixty (60) days after EGLE approves the feasibility study, Ox Paperboard shall submit to EGLE for its review and approval, a lagoon

closure plan for the former lagoons located at the Facility that is consistent with Exhibit A of this Consent Judgement. The lagoon closure plan must include a plan for proper use or disposal of any water extracted from the lagoons or wastewater created by the closure and a proposed implementation schedule. The schedule must provide for the closure of the lagoons within eighteen (18) months after the approval by EGLE of the lagoon closure plan. Once the lagoon closure plan is approved by EGLE, Ox Paperboard shall implement the lagoon closure plan in accordance with the approved schedule.

6.2 Engineering evaluation. Within sixty (60) days after the Effective Date, Ox Paperboard shall engage a third party to conduct and complete an engineering evaluation of the closed-loop wastewater treatment system (closed-loop system) at the Facility to assess the potential for the unauthorized discharge of wastewater from the closed-loop system.

a. The engineering evaluation should be conducted by a licensed engineer that specializes in wastewater treatment systems or process water flow in industrial facilities.

b. A written report documenting the engineering evaluation shall be submitted to EGLE for its approval as to form and completeness within thirty (30) days after the engineering evaluation is completed. The report shall document the flow of process water within the entire closed-loop system and include diagrams depicting such flow. The report also should include a section that provides an asset

management plan for the closed-loop system that is consistent with Exhibit B of this Consent Judgement.

c. If the engineering evaluation identifies any deficiencies or imminent failures in the closed-loop system that result or would result in the unauthorized discharge of process water or wastewater from the closed-loop system, the report shall document the deficiencies and imminent failures, propose a corrective action plan, and include an implementation schedule to address the deficiencies or imminent failures. Ox Paperboard shall complete the corrective actions according to the implementation schedule in the EGLE-approved report.

6.3 Entry of General Administrative Consent Order. Within ninety (90) days after the Effective Date, Ox Paperboard shall enter into a Certificate of Entry for the General Administrative Consent Order (GACO) to mitigate per and poly-fluoroalkyl substances (PFAS) in its stormwater discharge at the Facility. The GACO is attached as Exhibit C to this Consent Judgment. Ox Paperboard's obligation under this paragraph of the Consent Judgment is satisfied once Ox Paperboard enters the GACO. Any future violations of the GACO are not subject to enforcement under this Consent Judgment and shall be enforceable under the terms of the GACO.

6.4 Until such time as this Consent Judgment is terminated pursuant to Section XVIII, Ox Paperboard shall not allow any illicit discharges to Waters of the State to occur from its closed loop system and shall comply with the requirements of its industrial stormwater permit, Certificate of Coverage No. MI5210492.

VII. SUBMISSIONS AND APPROVALS

7.1 All Submissions required by Section VI (Compliance Program) of this Consent Judgment shall comply with all applicable laws and regulations and the requirements of this Consent Judgment and shall be submitted to EGLE via Ox Paperboard's MiEnviro Portal account in accordance with the schedule set forth in this Consent Judgment.

7.2 For any Submission that is required to be submitted for approval pursuant to this Consent Judgment, EGLE will in writing: (a) approve the Submission; or (b) disapprove the Submission. Upon receipt of a notice of approval from EGLE, Ox Paperboard shall proceed to take the actions and perform the actions required by the Submission, as approved.

7.3 Upon receipt of a notice of disapproval from EGLE pursuant to Paragraph 7.2(b) of this Consent Judgment, Ox Paperboard shall within thirty (30) days correct the deficiencies and provide the revised Submission to EGLE for review and approval, via its MiEnviro Portal account, unless the notice of disapproval specifies a longer time period for resubmission. Any stipulated penalties applicable to the delivery of the Submission shall accrue during the 30-day period or other time period specified for Ox Paperboard to provide the revised Submission, but shall not be assessed unless (i) the resubmission is also disapproved and (ii) EGLE demands payment of stipulated penalties pursuant to Section XIII (Stipulated Penalties) of this Consent Judgment. EGLE will review the revised Submission in accordance with the procedure set forth in Paragraph 7.2 of this Consent Judgment.

If EGLE disapproves a revised Submission, EGLE will so advise Ox Paperboard and, as set forth above, stipulated penalties shall accrue from the date of EGLE's disapproval of the original Submission and continue to accrue until Ox Paperboard delivers an approvable Submission.

7.4 If any initial Submission contains significant deficiencies such that the Submission is not in the judgment of EGLE a good faith effort by Ox Paperboard to deliver an acceptable Submission that complies with this Consent Judgment, EGLE will notify Ox Paperboard of such, and will deem Ox Paperboard to be in violation of this Consent Judgment. Stipulated penalties, as set forth in Section XIII (Stipulated Penalties) of this Consent Judgment, shall begin to accrue on the day after the Submission was due and continue to accrue until an approvable Submission is provided to EGLE.

7.5 Upon approval by EGLE, any Submission and attachments to Submissions required by this Consent Judgment, shall be considered part of this Consent Judgment and are enforceable pursuant to the terms of this Consent Judgment. If there is a conflict between the requirements of this Consent Judgment and any Submission or an attachment to a Submission, the requirements of this Consent Judgment shall prevail.

7.6 An approval of a Submission shall be construed as a determination that the Submission complies with the requirements of this Consent Judgment but shall not be construed to mean that EGLE concurs with the conclusions, methods,

or statements in any Submission or warrants that the Submission otherwise comports with the law.

7.7 Informal advice, guidance, suggestions, or comments by EGLE regarding any Submission provided by Ox Paperboard shall not be construed as relieving Ox Paperboard of its obligation to obtain any formal approval required under this Consent Judgment.

VIII. REPORTING

Ox Paperboard shall verbally report any violation of this Consent Judgment to EGLE, not later than the close of the next business day following detection of such violation and shall provide a written report within fourteen (14) days after detection of such violation. The written report shall include a detailed description of the violation, the precise cause or causes of the violation, a detailed description of any action taken or proposed to correct the violation, and a schedule for the implementation of any proposed corrective action.

IX. ACCESS

9.1 Upon the Effective Date of this Consent Judgment, EGLE, as well as its authorized employees, contractors, and consultants shall, upon presentation of proper credentials, have access at all reasonable times to the Facility for the purpose of conducting any lawful activity for which access is required for the implementation of this Consent Judgment, including, but not limited to:

- a. Monitoring activities taking place pursuant to this Consent Judgment.
- b. Verifying any data or information submitted to EGLE.
- c. Assessing the need for corrective action or other response activities at or near the Facility.
- d. Communicating with Ox Paperboard or Ox Paperboard personnel, representatives, or consultants for the purpose of assessing compliance with this Consent Judgment , provided that any communications with on-site employees, representatives, or consultants will be facilitated through a designated on-site individual identified by Ox at the time of access.
- e. Determining whether the Facility is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to this Consent Judgment.

X. CIVIL FINES, ENFORCEMENT COSTS, AND ATTORNEY FEES

10.1 Ox Paperboard agrees to pay a civil fine in the amount of \$95,200.00, and enforcement costs in the amount of \$8,718.00. These payments shall be made within thirty (30) days after the Effective Date.

10.2 Ox Paperboard agrees to pay attorney fees and costs in the amount of \$95,024.37. This payment shall be made within thirty (30) days of the Effective Date.

10.3 The payments identified in paragraph 10.1 shall be made by check payable to the "State of Michigan," with the settlement identification number "WRD60180" noted on the check, and mailed to:

Michigan Department of Transportation Accounting Services Division
Cashier's Office for EGLE
P.O. Box 30657
Lansing, MI 48909-8157

10.4 The payment identified in paragraph 10.2 shall be made by check payable to Callow and Utter LLC and shall be sent to:

Callow and Utter LLC
Attention: Joseph M. Callow Jr.
8044 Montgomery Rd., Suite 170
Cincinnati, Ohio 45236
Phone: (513) 930-0741

10.5 If any portion of the civil fine or enforcement costs due to EGLE is not paid when due, then Ox Paperboard shall pay interest on the amount past due, accruing from the due date through the date of payment, at a rate specified in MCL 600.6013(8).

10.6 Not later than thirty (30) days after the Effective Date of this Consent Judgment, Ox Paperboard shall mail a completed W-9 form, attached to this Consent Judgment as Exhibit D, to the Michigan Department of Transportation, Accounting Services Division, EGLE General Ledger Manager, 425 West Ottawa Street, B175, Lansing, Michigan 48933.

XI. NOTICES

11.1 Unless otherwise specified by this Consent Judgment, any submittal, notice, report, or documentation required by this Consent Judgment shall be submitted through MiEnviro to the appropriate schedule if one exists, and if unable to submit through MiEnviro addressed to the attention of:

For EGLE:

Water Quality Kalamazoo District Supervisor
Water Resources Division
Michigan Department of Environment, Great Lakes, and Energy
P.O Box 30458
Lansing, Michigan 48909-7958

and:

Emerging Pollutants Section Manager
Water Resources Division
Michigan Department of Environment, Great Lakes, and Energy
P.O. Box 30458
Lansing, Michigan 48909-7958

For Ox Paperboard:

Mark Wallace
Senior Vice President of Operations
Ox Industries
600 West Elm Avenue
Hanover, PA 17331

and:

Garrett D. Trego, Esq.
Michael Dillon, Esq.
MANKO GOLD KATCHER & FOX LLP
Three Bala Plaza East, Suite 700
Bala Cynwyd, Pennsylvania 19004

11.2 Either party may substitute for those designated to receive such notices by providing prior written notice to the other party.

XII. DISPUTE RESOLUTION

The Parties shall diligently and in good faith attempt to resolve any dispute related to this Consent Judgment by informal negotiations prior to resorting to enforcement by the Court.

XIII. STIPULATED PENALTIES

13.1 Ox Paperboard shall be liable for stipulated penalties as follows if Ox Paperboard fails to comply with the requirements in Section VI (Compliance Program) of this Consent Judgment. Fines shall be:

- a. \$250.00 per violation and per calendar day for days one through seven of noncompliance;
- b. \$500.00 per violation and per calendar day for days eight through fourteen of noncompliance;
- c. \$1,000.00 per violation for each day of noncompliance thereafter.

13.2 The provisions of this Section XIII (Stipulated Penalties) shall not bar Ox Paperboard from disputing any violation alleged by EGLE nor shall they bar EGLE from seeking any additional remedies or sanctions available to it for any violation of this Consent Judgment, or any other provision of applicable law. Both Parties reserve all rights.

13.3 EGLE, at its discretion, may seek either stipulated penalties as permitted by this Consent Judgment or statutory civil fines for any violation of this Consent Judgment which is also a violation of any provision of applicable federal and state law, rule, regulation, permit, or Administrative Order. However, EGLE is precluded from seeking both a stipulated penalty as provided under this Consent Judgment and a statutory civil fine for the same violation.

13.4 To ensure timely payment of the civil fine described in Section X (Civil Fines, Enforcement Costs, and Attorney Fees) and any Stipulated Penalties that become due under Section XIII (Stipulated Penalties), Ox Paperboard shall pay an interest penalty to EGLE each time Ox Paperboard fails to make a complete or timely payment. This interest penalty shall be calculated in the same manner as specified in Paragraph 10.5. Payment of an interest penalty by Ox Paperboard shall be made to the "State of Michigan" in accordance with Paragraph 10.3. Interest payments shall be applied first towards the most overdue amounts or outstanding interest penalty owed by Ox Paperboard before any remaining balance is applied to a subsequent payment amount or interest penalty.

13.5 Ox Paperboard agrees not to contest the legality of any Stipulated Penalties assessed under Section XIII (Stipulated Penalties), but otherwise reserves all rights to dispute the factual basis upon which the application of stipulated penalties is made, including without limitation, any violation alleged by EGLE.

13.6 Stipulated Penalties shall begin to accrue on the day after performance is due or the day a violation occurs, whichever is applicable, and will continue to

accrue until performance is satisfactorily completed or the violation ceases, whichever is applicable. Stipulated Penalties shall accrue simultaneously for separate violations.

13.7 Stipulated Penalties permitted under this Consent Judgment shall be paid no later than thirty (30) days after receipt of a written demand by EGLE unless the demand is subject to Section XII (Dispute Resolution). All transmittal correspondence shall state that the payment is for Stipulated Penalties permitted under this Consent Judgment and shall identify the violations for which the Stipulated Penalties are being paid.

13.8 No later than thirty (30) days after receipt of a written demand for Stipulated Penalties, Ox Paperboard may dispute liability for any or all Stipulated Penalties demanded by invoking the dispute resolution procedures of Section XII (Dispute Resolution). In the event of a dispute over Stipulated Penalties, Stipulated Penalties shall continue to accrue as provided in Paragraph 13.6 during any dispute resolution, but need not be paid until the following:

a. If the dispute is resolved by mutual agreement, then Ox Paperboard shall pay the amount agreed upon to EGLE within thirty (30) days after the date the agreement is executed.

b. If the dispute or final decision is appealed to the Circuit Court and EGLE prevails in whole or in part, then Ox Paperboard shall pay all accrued Stipulated Penalties determined by the Circuit Court to be owing, together with

interest, within thirty (30) days after receiving the Circuit Court's decision or order, except as provided in subparagraph c below.

c. If either Ox Paperboard or EGLE appeal the Circuit Court's decision, then Ox Paperboard shall pay all accrued Stipulated Penalties determined by the appellate court to be owing, together with interest, within fifteen (15) days after receiving the final appellate court decision.

XIV. EFFECT OF THE SETTLEMENT

14.1 This Consent Judgment resolves the civil claims of the State for the violations alleged in the Complaint filed in this action. This Consent Judgment also resolves any administrative, or civil judicial actions that could be brought by EGLE regarding violations alleged in the notices listed in the Complaint. This Consent Judgment resolves the State's civil claims for violations under Part 31 of NREPA but does not resolve the State's civil claims for violations under Part 201 of NREPA.

14.2 This Consent Judgment constitutes a civil settlement and satisfaction as to the resolution of the alleged violations specifically addressed herein.

XV. RESERVATION OF RIGHTS

15. With respect to any violations not expressly addressed and resolved by this Consent Judgment, EGLE reserves the right to pursue any other remedies to which it is entitled for any failure to comply with the requirements of any state or federal law, including the NREPA and its rules. EGLE retains all of its inspection

and access authorities and rights under Part 31 and any other applicable permit, statute, or regulation.

XVI. GENERAL PROVISIONS

16.1 Third Parties. This Consent Judgment does not limit or affect the rights of the parties against any third parties.

16.2 Severability. Should any provision of this Consent Judgment be declared by a court of competent jurisdiction to be inconsistent with state or federal law and, therefore unenforceable, the remaining provisions shall remain in full force and effect.

16.3 Modification. Any party to this Consent Judgment may petition the Court to modify this Consent Judgment prior to its termination. Any modification must be in writing and approved by the Court. No Party may petition the Court to modify this Consent Judgment without first having made a good faith effort to reach agreement with the other Party on the terms of any such modification.

16.4 Other Laws. This Consent Judgment in no way affects Ox Paperboard's responsibility to comply with any other applicable state, federal, or local laws or regulations, or with any order of this or any other court.

16.5 Separate Documents. The Parties may execute this Consent Judgment in duplicate original form for the primary purpose of obtaining multiple signatures, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

16.6 **Integration.** This Consent Judgment and its attachments constitute the entire agreement among the Parties regarding the subject matter of the Consent Judgment and supersedes all prior representations, agreements, and understandings, whether oral or written, regarding the subject matter of the Consent Judgment.

XVII. FORCE MAJEURE

17.1 Ox Paperboard shall perform the requirements of this Consent Judgment within the time limits established herein unless performance is prevented or delayed by events that constitute a “Force Majeure” event. Any delay as a result of “Force Majeure” event shall not be deemed to be a violation by Ox Paperboard under this Consent Judgment.

17.2 For the purposes of this Consent Judgment “Force Majeure” means an occurrence or non-occurrence without control and without the fault of Ox Paperboard such as: an act of God; untimely review of permit applications or an untimely review of submissions by EGLE or other applicable party; or acts or omissions of third-parties that cannot be avoided or overcome by Ox Paperboard’s due diligence. “Force Majeure” does not include, among other things, unanticipated or increased costs, change in financial circumstances, unintentional or negligent failure to maintain equipment, failure to obtain a permit or license as a result of Ox Paperboard’s actions or omissions, or acts or omissions that delay or prevent the performance of an obligation under this Consent Judgment, unless such act or omission is independently the result of a Force Majeure event.

17.3 In the event of a Force Majeure event, Ox Paperboard shall notify EGLE through MiEnviro within five (5) days of discovery of an event that will cause a delay in compliance with any performance of this Consent Judgment. The initial notification through MiEnviro shall be followed-up with a written notice within fourteen (14) days of discovering the event, describing in detail the anticipated length of delay, and the precise cause of the delay, the measures taken to prevent or minimize the delay and the timetable in which those measures should be corrected. Ox Paperboard shall adopt all reasonable measures to minimize such delay. Failure to provide such notice will render the Force Majeure provision void. EGLE may, at its sole discretion, determine this notice requirement is not required.

17.4 If the Parties agree that the delay or anticipated delay was beyond the control and without the fault of Ox Paperboard, this may be so stipulated and the Parties may petition the Court for appropriate modification of this Consent Judgment, if necessary.

XVIII. TERMINATION

This Consent Judgment shall terminate upon written request of Ox Paperboard and written approval from EGLE along with approval of this Court through the filing of a Satisfaction of Judgment pursuant to MCR 2.620. Ox Paperboard may submit a written request for termination which shall include a summary of the activities performed to comply with the provisions of this Consent Judgment and a certification that Ox Paperboard has: (1) paid in full the civil fine, enforcement costs, and attorney fees and any stipulated penalties owed to EGLE

under this Consent Judgment; (2) completed all compliance obligations required by this Consent Judgment; and (3) fully complied with all other provisions of this Consent Judgment. Provided that such certification is made and not reasonably disputed, EGLE will not withhold agreement to terminate this Consent Judgment.

XIX. RETENTION OF JURISDICTION

Prior to the termination of this Consent Judgment under Section XVIII , this Court shall retain jurisdiction over this action to modify or enforce the terms of this Consent Judgment, to assess Stipulated Penalties permitted under this Consent Judgment, to resolve disputes arising under the terms of this Consent Judgment, or to take any action necessary or appropriate for construction or implementation of this Consent Judgment.

This Judgment is a final order and closes the case.

IT IS SO ORDERED THIS 5th day of September, 2025.

JUDGE WANDA M. STOKES

Honorable Wanda M. Stokes
Circuit Court Judge

STIPULATION:

The parties hereby stipulate to entry of this Consent Judgment.

FOR PLAINTIFFS

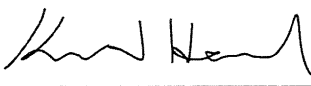
By: E-SIGNED by Phillip Roos
on 2025-08-29 16:43:47 EDT
Phillip D. Roos, Director
Michigan Department of Environment,
Great Lakes, and Energy

2025-08-29 16:43:47
Dated: _____

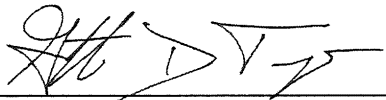
By: E-SIGNED by Danielle Allison Yokom
on 2025-08-29 15:25:14 EDT
Danielle Allison-Yokom (P70950)
Assistant Attorney General
Michigan Department of Attorney General
Environment, Natural Resources, and
Agriculture Division

2025-08-29 15:25:14
Dated: _____

FOR DEFENDANTS

By: 
Kevin Hayward
CEO, Ox Industries
600 West Elm Avenue
Hanover, PA 17331

Dated: 08/29/2025

By: 
Garrett D. Trego, Esq.
MANKO GOLD KATCHER & FOX LLP
Three Bala Plaza East, Suite 700
Bala Cynwyd, PA 19004

Dated: 08/29/2025