



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

12/19/94

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AUG 23 1994

REPLY TO THE ATTENTION OF:

R-19J

Honorable Lois J. Schiffer
Acting Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice
Washington, D.C. 20530

Re: Settlement of CERCLA § 104(e) Enforcement
and § 107 Cost Recovery Action
United States v. Pretty Products, et. al
City of Coshocton Landfill
Coshocton, Ohio

This letter is to recommend that you sign the proposed Consent Decree attached hereto, which is a settlement of an action brought pursuant to §§ 104(e) and 107 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA).

The § 107 count was brought against a generator at the site, Pretty Products, Inc., to recover U.S. EPA's response expended in connection with the site. The § 104(e) count was brought against Pretty Products and its parent corporation, Lancaster Colony Corporation, for their refusal to answer Information Requests propounded to them by U.S. EPA.

The proposed settlement represents the successful culmination of the United States' enforcement efforts at the City of Coshocton, Ohio landfill. In addition to the instant decree, these efforts have included an RD/RA consent decree for the implementation of the site remedy, and a highly favorable summary judgment ruling on the extent of EPA's information-gathering authority under Section 104(e) of CERCLA.

The enclosed consent decree settles the liability of the remaining identified PRP, and commits this Settling Defendant to pay 86.8% of the total of the United States' unreimbursed past response costs at the site (including prejudgment interest), and 100% of EPA's future response costs. The cost recovery decree contains provisions, including a covenant not to sue, which are standard provisions for second-round settlers.



The public interest would be well served by the proposed consent decree, due to the fact that the United States would recover a high percentage of the unreimbursed response costs at the site, and due to the fact that previous enforcement efforts have resulted in an RD/RA consent decree for site cleanup.

It is recommended that you approve, and indicate your approval by signing, the attached Consent Decree, a settlement of the judicial action in United States v. Pretty Products, et al., Civ. No. C2 91-074.

Sincerely yours,

ORIGINAL SIGNED BY
DAVID A. ULLRICH

Valdas V. Adamkus
Regional Administrator

Enclosures

SIGN-OFF FOR THE OFFICE OF REGIONAL COUNSEL									
	<u>Aut./ Atty</u>	<u>Sec. Secy</u>	<u>Sec. Chief</u>	<u>Br. Secy.</u>	<u>Branch Chief</u>	<u>RC/DRC Secy.</u>	<u>DRC</u>	<u>RC</u>	<u>Other</u>
<u>Init.</u>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>		<i>[Signature]</i>	<i>[Signature]</i>	
<u>Date</u>		8/17/94	8/16/94	8/16/94	8/16/94		8/18/94	8/18/94	

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF:

C-29A

MEMORANDUM

DATE:

SUBJECT: 10-point Settlement Analysis
U.S. v. Pretty Products

FROM: Sherry L. Estes
Assistant Regional Counsel

THRU: Gail C. Ginsberg
Regional Counsel

TO: Valdas V. Adamkus
Regional Administrator

I. Highlights

The enclosed consent decree represents the successful culmination of EPA's enforcement efforts at the City of Coshocton, Ohio landfill. In addition to the instant decree, these efforts have included an RD/RA consent decree for the implementation of the site remedy, and a highly favorable summary judgment ruling on the extent of EPA's information-gathering authority under Section 104(e) of CERCLA. The enclosed consent decree settles the liability of the remaining identified PRP, and commits this Settling Defendant to pay 86.8% of the total of EPA's unreimbursed past response costs at the site (including prejudgment interest), and 100% of future response costs.

Because the proposed compromise would result in a compromise of less than \$2 million and less than 50% of the total past and future response costs, it is not subject to either Headquarters concurrence or consultation. Additionally, Headquarters has also waived concurrence or consultation for settlements involving judicial civil penalties under CERCLA § 104.

II. Terms

A. Total Value of the Settlement: \$1,750,000, plus the one-third of future oversight costs that will not be paid by the Coshocton RD/RA settling defendants.

B. Total Value of the Remedy: Since this is a cost recovery settlement only, an obligation to perform the remedy selected in the ROD is not part of this settlement. An earlier consent decree committed other settling defendants to perform the ROD remedy. The ROD estimated that the remedy would cost \$ 8 million.

C. Total amount of past costs: \$1,754,918.75 (includes DOJ costs but does not include prejudgment interest) The issue of pre-judgment interest is discussed later in this briefing memorandum.

D. Mixed funding and de minimis provisions: Not applicable to this settlement.

E. Outstanding unreimbursed response costs: A total of 86.8% of the past response costs, including pre-judgment interest based from the date of demand, and 100% of future response costs will be recovered through this settlement.

III. Background

A. The Site

The Site is a landfill located in Coshocton County, Ohio. It covers approximately 35 acres and sits on abandoned coal strip-mined land. The City of Coshocton owned and operated the landfill from 1968 to 1979. During that time, Coshocton accepted industrial and commercial wastes from private companies, as well as substantial quantities of municipal wastes. The wastes that were accepted at the landfill included hazardous wastes, constituents and substances. The history of the landfill indicated that it had improperly accepted liquid industrial wastes and had a history of poor maintenance practices. The landfill was closed in 1979.

On December 15, 1982, the site was placed on the National Priorities List ("NPL") due to the contamination at the site and the potential for releases of hazardous substances into the environment.

B. The Litigation

U.S. v. Pretty Products, et al., No. C2 91-074, (S. Dist Ohio) is a CERCLA § 104/107 enforcement action which was filed against Pretty Products and its parent corporation, Lancaster Colony Corporation, seeking the United States' unreimbursed costs for the Site, which consisted of primarily RI/FS investigatory and enforcement-related costs. Of the nine identified PRPs for the City of Coshocton landfill, eight of these had previously settled their liability with EPA and became settling defendants in a related consent decree, U.S. v. City of Coshocton, which was entered on July 22, 1991. The Coshocton decree committed the Coshocton defendants to complete the remedy selected in the ROD, plus pay two-thirds of the RD/RA oversight costs. After negotiations with the remaining identified PRP, Pretty Products, Inc., for the unreimbursed RI/FS costs were unsuccessful, the United States commenced the instant cost recovery action. A CERCLA § 104(e) count was added against both Pretty Products, and its corporate parent, Lancaster Colony Corporation, for failure to respond to Information Requests regarding the two entities' corporate relationship.

The enclosed consent decree which is the subject of this memorandum is a cost recovery consent decree with standard provisions, and embodies a complete settlement of the entire litigation. The decree commits the Settling Defendants to pay \$1,750,000, which represents 86.8% of the previously unreimbursed RI/FS costs from the date of demand, and the one-third of the remedial oversight costs which will not be paid by the Coshocton defendants. In an earlier, partial settlement in this litigation of the § 104(e) count, Lancaster Colony Corporation provided a corporate guarantee and an irrevocable letter of credit in the amount of \$ 1,750,000 to ensure Pretty Products' payment of any judgment or settlement. For the reasons discussed below, neither the earlier partial settlement nor this consent decree was successful in obtaining statutory penalties for the § 104(e) violations.

IV. Settlement Criteria

A. Volume of Wastes Contributed to Site by each PRP

Due to the paucity of information regarding the amounts of waste contributed to the site by each of the PRPs, a volumetric ranking was not generated for the Site.

B. Nature of the Wastes Contributed:

Pretty Products contributed small amounts of hazardous substances, including solvents and metals, and large amounts of nonhazardous substances, which nevertheless increased the costs

of closing the landfill, and which gave EPA an equitable basis for pursuing Pretty Products for a portion of the total response costs.

C. Strength of evidence:

Documented releases at the Coshocton landfill exhibited only very low levels of hazardous substances; this evidence of releases is the only extant evidence of the level and kinds of hazardous substances present at the site. Similarly, the hazardous substances which Pretty Products admitted sending to the landfill in its 104(e) response were also at very low levels. When the list of hazardous substances found at the landfill is compared to the list of hazardous substances which Pretty Products admitted sending to the landfill, only two hazardous substances (TCA and chromium) appear on both lists. The levels of these hazardous substances were documented at or only slightly above instrument detection limits or background levels. The validity of these samples were confirmed by EPA chemists.

The only other liability evidence against Pretty Products consisted of evidence obtained through deposition that Pretty Products may have discarded spent solvents in the landfill. Pretty Products had repeatedly denied that it sent any solvents to the landfill. However, during a Rule 30(b)(6) deposition, its maintenance foreman acknowledged that it used a variety of solvents to clean its machinery and that the solvent waste or run off was disposed of in the general trash dumpster which was ultimately transported to the landfill for disposal.

If this matter were to proceed to litigation, and if Pretty Products were able to successfully challenge the two or three samples upon which we are relying here, the whole liability case could become unravelled. The possibility that we could rely, in this event, on Pretty Product's 104(e) admissions is discussed in the section on litigative risks.

D. Ability of the Settling Parties to Pay:

Pretty Products, which in 1990 had \$50 million in sales and owns a 52,400 square feet brick building in good condition, can be deemed to have sufficient financial wherewithal to pay its obligations under this consent decree. In addition, in an earlier partial settlement of the § 104(e) count involved in this litigation, Pretty Product's parent corporation, Lancaster Colony Corporation, signed a corporate guarantee to ensure Pretty Product's payment of any judgment or amount agreed upon in settlement, and backed up that corporate guarantee with an irrevocable letter of credit in the amount of \$ 1,750,000. The letter of credit is currently in place.

E. Litigative Risks in Proceeding to Trial:

Liability Issues

The relative weakness of the technical evidence linking Pretty Products to the site has already been discussed in a preceding section. In the event that Pretty Products were successful in eliminating the two or three samples upon which we would seek to rely, we would attempt to persuade the judge that Pretty Product's admissions of sending low levels of hazardous substances to the site are sufficient to subject it to CERCLA § 107 liability.

United States v. Monsanto, 858 F.2d 160, 166 (4th Cir. 1988) and other cases require, as an element of the United States' case in chief, that we show that hazardous substances like that sent by the defendant to the site were also found at the site. This proof can be through chemical analysis or documentary evidence. United States v. South Carolina Recycling and Disposal, Inc. [hereinafter, SCRDI], 653 F. Supp 884, 992-993 (D.S.C. 1984). In the SCRDI case, which was affirmed in Monsanto, the court specifically held that the United States' ability to meet the prong of like hazardous substances can be proved by means less resource-intensive than exhaustive chemical analyses, such as documentary evidence.

As applied by the SCRDI court, proof by documentary evidence would require the United States to show that the wastes were taken to the site, and that there is no evidence that the generator defendant's waste was later removed prior to the release of hazardous substances. This latter prong would seem to be in the nature of an affirmative defense, which we doubt that Pretty Products would be able to meet. Therefore, we would hope to rely on Pretty Product's 104(e) admissions that it sent (low levels) of several hazardous substances to the landfill as sufficient to demonstrate liability, even though only two of these hazardous substances later showed up in releases to the environment. We can in this situation use SCRDI to our advantage; to require us to actually find low levels of hazardous substances admittedly sent to the site at the site, where the site is a thirty-five acre co-disposal municipal landfill, would have required extensive borings into the landfill to catalog its contents. Even if we had done that, such a search literally would have been a "needle in the haystack" approach, which would have been cost-ineffective. We think that the court, which through previous rulings in the Pretty Products and Coshocton litigation has shown itself to be reasonably favorable to the United States, would confirm our legal argument.

Pretty Products is also expected to try to establish an Alcan defense, which we think will be unsuccessful. The 2nd Circuit opinion specifically limited its reach to situations in which the hazardous substances in the defendant's waste were below background levels; and the 3rd Circuit, although not specifically limiting the reach of its opinion to this circumstance, was confronted with factual allegations by Alcan that its wastes contained below-background levels of hazardous substances. TCE, since it is a manmade substance, found at any level (even, as here, the instrument detection level) would be above background levels, and the chromium has been verified at above-background levels. We also do not think that Pretty Products would be able to satisfy the rigorous burden of proof required under both Alcan decisions.¹

Evidence obtained during discovery indicated that the operators of the landfill commingled all the waste it received, and that on at least one occasion, a fire burned uncontrollably for days. As noted above, almost all of the costs associated with the United States claim were investigative and enforcement related and not linked to any particular aspect of the remedy. The remedy itself was for a landfill cap and groundwater monitoring which does not support the divisibility argument since such a remedy addresses all the wastes simultaneously.

The recoverability of the one-third of the oversight costs which will not be paid by the Coshocton defendants is also somewhat brought into question by the decision in United States v. Rohm & Haas Company 2 F.3d 1265 (3rd Cir. 1993) although U.S. v. R.W. Meyer, 889 F.2d 1497 (6th Cir. 1989), would be controlling law here.

Cost Issues

Pretty Products would also challenge significant items of EPA's past response costs. The challenges are expected to be based upon (1) the fact that we performed a second RI at the site, and (2) ad-hominem allegations regarding EPA's failure to adequately supervise its contractors (CH2M Hill performed the RI/FS), and failure to adopt what the Defendant considers to be adequate cost accounting controls. Prior to the Bell Petroleum decision,² we considered that the decision to perform the second RI was adequately documented in the administrative record. Although courts certainly would adopt a lower administrative

¹ United States v. Alcan Aluminum Corp., 964 F.2d 252 (3rd Cir. 1992); United States v. Alcan Aluminum Corp., 990 F.2d 711 (2nd Cir. 1993).

² United States v. Bell Petroleum Corporation, et al., 3 F.3d 889 (5th Cir. 1993).

record threshold requirement over a EPA decision to investigate a site, (as opposed to a decision to take other removal or remedial action), and although we are reasonably certain that the administrative record would meet that threshold standard on this point, Bell Petroleum certainly increases the litigation risks associated with this case.

Pretty Products' other probable challenges to EPA's recovery of its costs, such as EPA's failure (at the time costs were incurred) to have RPMs sign documents that certified a particular voucher as approvable for payment, are without basis in applicable case law and should cause few problems in litigation.

Pre-Judgment Interest

Pretty Products has vigorously contested the United States' claim for pre-judgment interest in this case, asserting that because a "specified amount [was never] demanded in writing" by EPA as required by Section 107(a), 42 U.S.C. § 9607(a), that interest was not accruing.

On August 26, 1988, a special notice letter was sent to Pretty Products. The special notice letter stated that Pretty Products was considered to be a PRP at the Coshocton landfill. The special notice letter also set forth the approximate amount of response costs that had been expended as of that date, and stated that the United States would be seeking recovery of unreimbursed response costs.

On September 24, 1990, EPA sent a letter to Pretty Products demanding payment of past costs incurred. The letter provided a specific amount of costs incurred, along with interest from August, 1988. The letter stated it was a "renewed demand."

The complaint was filed on January 28, 1991 in which we alleged that the United States had incurred "at least" \$1.5 million and requested that the Court order payment.

Near the end of the discovery process in this case the 5th Circuit decided the Bell Petroleum case, supra. The Bell Court determined that EPA's notices of potential liability to the defendants were insufficient to meet "demand for a specified amount" requirement of § 107 in order for pre-judgment interest to accrue. However, the Court found the complaint to be sufficient to meet the statutory requirement, even though it did not specify an exact amount.

The United States' claim for pre-judgment interest, pursuant to 42 U.S.C. § 9607(a), on unreimbursed costs was originally based on the date of the special notice letter. After considering Defendant's arguments, and in light of the Bell decision, EPA recalculated the interest from the date of the 1990

demand letter. In the present case, the difference in the amount of pre-judgment interest claimed, based on the special notice letter and the updated demand letter dates, is substantial. EPA calculated the interest from the date of the special notice date at a total of \$553,703.90 as of October 31, 1993. EPA calculated the interest from the date of the September 1990 demand letter to be \$267,418.92. The pre-judgment interest from the date of the complaint to October 31, 1993 is \$224,431.71.

Under the Bell analysis we would probably have been unable to recover the interest from the date of the special notice until at least the date of the "renewed demand", a difference of \$286,284.98.

F. Public Interest Considerations:

This settlement is in the public interest because it will result in a 86.8% recovery of EPA's past response costs including pre-judgment interest, based on the September 1990 demand letter date. The settlement also provides for the recovery of 100% of EPA's future response costs. Taken together with the RD/RA settlement previously reached for the Site, the combined enforcement actions will result in Site cleanup and an almost complete recovery of Site-related environmental expenditures.

G. Precedential Value:

One item that the settlement was not successful in achieving is payment of a substantial penalty for the defendants' failure to comply with EPA's § 104(e) Information Requests. These Information Requests asked detailed questions about the parent/subsidiary relationship between Lancaster Colony and Pretty Products, because it was thought that Lancaster Colony might be liable for Pretty Product's activities under either a "piercing the corporate veil" or Kayser-Roth³ "control" theory. Both entities refused to answer the Information Requests, objecting on the grounds that EPA's statutory authority did not extend to questions regarding the parent/subsidiary relationship. In a highly favorable summary judgment ruling on the defendants' liability under CERCLA § 104(e), the judge held that the type of information sought in the Information Requests is financial information included within the ambit of § 104(e). U.S. v. Pretty Products, 780 F.Supp. 1488 (S.D. Ohio 1991) At the time this decision was published, there was, to our knowledge, no written decision which upheld EPA's position on this issue.

Although the summary judgment ruling was very favorable to the Agency with regard to liability, the judge included a

³ United States v. Kayser-Roth, 724 F. Supp. 15 (D.R.I. 1990), aff'd 910 F.2d 24 (1st Cir. 1990).

footnote in his opinion which indicated that he would be highly disinclined to assess a substantial penalty for the § 104(e) violations. The grounds for his opinion on this issue were not entirely clear. His opinion seemed based both upon the fact that the legal issue was an issue of first impression, so that the imposition of a substantial penalty would not be appropriate, and the fact that the defendants had alleged that they had been misled by the Assistant Regional Counsel into thinking that they had complied with the Information Requests (allegations which the Region denied).

This prior indication by the judge regarding his inclinations as to the § 104(e) penalty issue, of course, complicated the Region's efforts to obtain a favorable settlement as to this issue. It became clear that the defendants were only willing to designate a minimal amount of the \$1,750,000 agreed to as part of the cost recovery settlement as a § 104(e) penalty. The enforcement team decided not to pursue the penalty issue in litigation due to the judge's foreshadowing of his opinion. Ultimately, the enforcement team decided, as a precedential matter, that it would be easier to explain away, in future § 104(e) penalty cases, a zero penalty result in this case as based upon case-specific factors than it would be to explain away a very low penalty amount. Hence, the proposed settlement does not include a § 104(e) penalty assessment.

H. Value of Obtaining a Sum Certain

While, through litigation, EPA might be able to obtain the full pre-judgment interest from the date of the 1988 special notice letter, and a more substantial sum as a § 104(e) penalty, such litigation success would not come without a substantial investment of litigation resources on the part of Region V and DOJ. This result is also somewhat unlikely, given the Bell Petroleum decision, discussed above. It is also conceivable that, in litigation, Pretty Products might be able to invalidate the chain of custody for the two or three samples that support the majority of EPA's liability case, and that the judge would not concur with our legal argument under SCRDI. Whole items of incurred response costs (such as the second RI) might also be lost if this matter were to be litigated. The enforcement team is also not optimistic that any increased penalty under § 104(e) would be likely as a result of litigation. Therefore, given the litigative risks, the enforcement team considers the enclosed consent decree to be a quite favorable settlement for the United States.

I. Inequities and Aggravating Factors

There are no inequities and aggravating factors other than the settlement's failure to provide for § 104(e) penalties, which has already been discussed in prior sections.

J. Nature of the Case Which Remains After Settlement

Because the Coshocton defendants are currently performing the remedy selected in the ROD, and the instant cost recovery decree represents 86.8% of the total past response costs incurred and 100% of future response costs to be incurred at the Site, EPA has achieved a virtually complete recovery through its enforcement actions at this Site. Given this favorable recovery, the fact that settlements have been reached with all identified PRPs at the Site, and that the Statute of Limitations has run on the remaining unreimbursed response costs, no future enforcement actions are planned.

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	CASE NO. C2 91-074
)	
v.)	JUDGE KINNEARY
)	
PRETTY PRODUCTS, INC., and)	MAGISTRATE JUDGE ABEL
LANCASTER COLONY CORPORATION,)	
)	
Defendants.)	
)	

CONSENT DECREE

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BACKGROUND

On January 28, 1991, plaintiff, the United States of America, on behalf of the Administrator of the United States Environmental Protection Agency ("U.S. EPA"), filed a two count complaint in the above-captioned action. In Count I, the United States alleged that pursuant to Section 107(a) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. § 9607(a), defendant, Pretty Products, Inc., is liable to the United States for unreimbursed costs that the United States has incurred and will incur in responding to the release or threat of release of hazardous substances at the Coshocton Landfill Superfund Site ("Coshocton Site" or "Site") located near the City of Coshocton, in Coshocton County, Ohio. In Count II the United States alleged, that both defendants, Pretty Products, Inc. and Lancaster Colony Corp., violated Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), by failing to provide responses to Requests for Information that U.S. EPA issued to each of the defendants, pursuant to Section 104(e).

On December 13, 1991, this Court granted the motion of the United States, for partial summary judgment on its claims under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e). The Court further ordered defendants to comply with the United States' outstanding information requests.

United States and Defendants entered into a Stipulation and Order partially resolving Defendants' liability under Count II of the complaint. Pursuant to that Stipulation, in lieu of Lancaster Colony's response to the United States' Section 104(e) information request, defendant, Lancaster Colony Corporation, agreed to unconditionally guarantee payments, if any, which defendant, Pretty Products Inc., is obligated to pay in this action pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607. To secure its guaranty, Lancaster Colony also posted a Letter of Credit in the amount of \$1,750,000.00.

The Court has entered a prior consent decree in connection with this Site. On July 22, 1991, this Court entered a Consent Decree in United States v. City of Coshocton, et al., CA No. C2-90-165 (S.D. Ohio) (the "Coshocton Decree"). By operation of that agreement, a group of 8 Potentially Responsible Parties ("PRPs" or "Coshocton Defendants") have agreed to implement the remedial action for the Site that EPA selected in its Record of Decision ("ROD") dated June 17, 1988 and have agreed to reimburse the United States for Two-thirds (2/3) of EPA's costs of overseeing implementation of the remedial action. Pursuant to the terms of the Coshocton Decree, the Coshocton Defendants were not obligated to reimburse the United States for past response costs incurred at the Site.

Defendants, Pretty Products, Inc. and Lancaster Colony Corporation, deny the allegations of the Complaint and any and all legal and/or equitable liability under any federal, state or

local law, regulation or ordinance or at common law for any response costs or damages arising from conditions presented by or arising in connection with the Site.

This Consent Decree ("Decree") is made and entered into by and between the United States and Defendants in order to resolve the United States' claims as alleged in its Complaint.

Settlement of this action is in the public interest. The parties have entered into this Decree in good faith to avoid expensive and protracted litigation and to settle the claims asserted by the United States in this action. In consideration of, and in exchange for the promises and the mutual understanding and covenants herein, and intending to be legally bound hereby, Defendants and the United States, each by its respective authorized representatives, have agreed to the entry of this Consent Decree;

NOW, THEREFORE, before the taking of further testimony, before adjudication of the merits of this case or any underlying fact, and with the consent of the parties to this Decree, it is ORDERED, ADJUDGED AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This court has subject matter jurisdiction over this matter pursuant to 42 U.S.C. §§ 9604, 9607, 9613(b), and 28 U.S.C. §§ 1331 and 1345, and has personal jurisdiction over the parties hereto. The complaint of the United States states a claim upon which relief may be granted. The parties hereto agree

to be bound by the terms of this Consent Decree and not to contest its validity in any subsequent proceeding to enforce it.

2. Venue is proper in this Court pursuant to 42 U.S.C. § 9613(b) and under 28 U.S.C. § 1391(b) and (c).

II. PARTIES BOUND

3. This Consent Decree shall be binding upon the Defendants, their successors in interest and assigns, and upon the United States on behalf of the United States Environmental Protection Agency. 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 Defendants under this Consent Decree.

III. GOOD FAITH SETTLEMENT

4. This Consent Decree was negotiated and executed by the parties in good faith to avoid expensive and protracted litigation and is a settlement of claims which were contested, denied and disputed as to validity and amount.

IV. DEFINITIONS

5. 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. Terms not otherwise defined herein shall have their ordinary meaning unless defined in 42 U.S.C. § 9601, in which case the definition in 42 U.S.C. § 9601 shall control.

6. Whenever the following terms are used in this Consent Decree or any Attachment hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.

b. "Consent Decree" or "Decree" shall mean this Decree and any attached appendices.

c. "Coshocton Decree" shall mean the prior consent decree entered by this Court in connection with this Site on July 22, 1991 in United States v. City of Coshocton, et al., CA No. C2-90-165 (S.D. Ohio).

d. "Coshocton Defendants" shall mean the signatory defendants to the Coshocton Decree.

e. "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 Holiday, the period shall run until the close of business of the next working day.

f. "Defendants" shall mean Pretty Products, Inc. and Lancaster Colony Corporation.

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

h. "Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established under subchapter A of chapter 98 of Title

26 of the U.S. Code, in accordance with 42 U.S.C. § 9607(a). In calculating the Interest, EPA may compound on a daily, monthly or annual basis.

i. "National Contingency Plan" 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 CFR Part 300, including but not limited to any amendments thereto.

j. "Oversight Costs" shall mean all costs, incurred by the United States, not inconsistent with the National Contingency Plan, in connection with the Site, on or after November 1, 1993. Oversight costs include but are not limited to direct and indirect costs, for reviewing or developing plans, reports and other items in connection with the Site, overseeing remedial design or remedial actions undertaken by persons other than EPA at the Site, or implementing, overseeing, or enforcing this Consent Decree, including but not limited to payroll costs, contractor costs, travel costs, laboratory costs, costs of attorney time, costs of obtaining access to the Site including any just compensation, any payments to the State through a cooperative agreement, and Interest on all such costs.

k. "Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper case letter.

l. "Parties" shall mean the United States, and Defendants, Pretty Products, Inc. and Lancaster Colony Corporation.

m. "Past Response Costs" shall mean all costs, including but not limited to, direct and indirect costs that EPA and the U.S. Department of Justice on behalf of EPA have incurred and paid through October 31, 1993, including any costs reimbursed to the State for the Site, plus accrued Interest on all such costs through such date.

n. "RCRA" shall mean the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§6901 et seq.

o. "Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to the Site signed on June 17, 1988 by the Regional Administrator, EPA Region V, and all attachments thereto.

p. "Section" shall mean a portion of this Consent Decree identified by a roman numeral.

q. "Site" shall mean the Coshocton Superfund site, encompassing approximately 80 acres, in the east half of Section 3, located in Franklin Township, Coshocton County, Ohio and more particularly described in the ROD, dated June 17, 1988. A map of the Site is attached to this Decree as Attachment "A".

r. "State" shall mean the State of Ohio.

s. "United States" shall mean the U.S. Environmental Protection Agency ("EPA") and the U.S. Department of Justice ("DOJ") acting on behalf of the EPA.

V. REIMBURSEMENT OF RESPONSE COSTS

7. Payment of Past Response Costs to the United States.

Within 30 days of entry of this Consent Decree, Defendants shall pay to the United States \$1,750,000.00 for Past Response Costs plus Interest on that amount calculated from July 1, 1994 through the date of payment, by Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice lockbox bank, referencing the CERCLA Number C5 and the U.S.A.O. file number 94-1440.

Payment shall be made in accordance with instructions provided by the United States to Defendants upon execution of the Consent Decree. EFTs must be received at the U.S. DOJ lockbox bank by 11:00 A.M. (Eastern Time) in order to be credited on that day.

8. Payment of Oversight Costs.

Defendants shall reimburse the United States for all Oversight Costs incurred by the United States, which have not been reimbursed or are not reimbursable pursuant to the terms of the Coshocton Decree entered by this Court on July 22, 1991, (United States v. City of Coshocton, et al., CA No. C2-90-165, S.D. Ohio), and which are not inconsistent with the National Contingency Plan. The United States will send Defendants a bill requiring payment that includes an Itemized Cost Summary prepared by the Superfund Accounting office of U.S. EPA Region V, or, for Department of Justice ("DOJ") costs, prepared by or on behalf of DOJ, which includes direct and indirect costs incurred by EPA,

DOJ, and EPA or DOJ contractors, on an annual basis. Defendants shall make all payments within 30 days of Defendants' receipt of each bill requiring payment, except as otherwise provided in subparagraph 9c. Defendants shall make all payments required by this Paragraph in the form of a certified check or checks made payable to "EPA Hazardous Substance Superfund" and referencing CERCLA Number C5 and DOJ Case Number 90-11-2-214A. Defendants shall forward the certified check(s) to U.S. EPA, Att'n: Superfund Accounting, P.O. Box 70753, Chicago, IL 60673, and shall send copies of the check(s) to the United States as specified in Section XII.

9. Dispute Resolution for Oversight Costs.

a. The dispute resolution procedures set forth in this Paragraph shall be the exclusive mechanism for resolving disputes regarding Defendants' obligation to reimburse the United States for its Oversight Costs.

b. Standard. Defendants may contest payment of any Oversight Costs billed by the United States if they determine that the United States has made an accounting error or if they allege that a cost item that is included represents costs that are inconsistent with the NCP.

c. Dispute Resolution Procedure for United States' Costs.

(1) Notice. Any objection to the payment of the United States' Oversight Costs shall be made in writing within 30 days of receipt of the bill and must be sent to the United States in accordance with Section XII. Any such objection (hereinafter

referred to as the "Notice of Objection") shall specifically identify the contested Oversight Costs and the basis for objection.

(2) Payment of Undisputed Amounts. In the event of an objection to some but not all Oversight Costs, Defendants shall within the 30 day period pay all uncontested Oversight Costs to the United States in the manner described in Paragraph 8.

(3) Escrow for Disputed Amounts. Within 30 days of receipt of a bill for Oversight Costs which are disputed, Defendants shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of Ohio and remit to that escrow account funds equivalent to the amount of the contested Oversight Costs. Defendants shall send to the United States, as provided in Section XII, a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account.

(4) Informal Dispute Resolution. Any dispute with respect to Oversight Costs shall in the first instance be the subject of informal negotiations between the United States and Defendants.

(5) Formal Dispute Resolution.

(a) Initiation. If the dispute is not resolved by informal dispute resolution, the position of EPA shall prevail

unless either defendant commences formal dispute resolution by sending a Notice of Formal Dispute Resolution to the other party to the dispute. The Notice of Formal Dispute Resolution shall be accompanied by a written Statement of Position by the defendant serving the Notice, stating the basis of that party's position and citing all factual data, analysis, opinion or other material on which that party relies to support its position. EPA shall have 30 days in which to serve a Response setting forth the same information supporting its position.

(b) Administrative Record and Decision. EPA shall maintain an administrative record of any dispute as to Oversight Costs for which formal dispute resolution has been initiated. The administrative record shall include the disputed bill and cost summary sent by EPA to Defendants, the Notice of Objection served by Defendants, the Notice of Formal Dispute Resolution and accompanying Statement of Position, EPA's Response, and any other documents or information sent to EPA by Defendants for inclusion in the record or relied on by EPA in reaching an administrative resolution of the dispute. The administrative record shall be available for review and copying by Defendants. Upon review of the administrative record, the Director of the Waste Management Division, EPA Region V, will issue a final administrative decision determining whether the disputed Oversight Costs, or any part of them, shall be disallowed as inconsistent with the NCP or as a result of an accounting error. Such decision shall be

issued no later than twelve (12) months after the filing of the notice of Formal Dispute Resolution.

(c) Judicial Appeal. Defendants may appeal EPA's administrative decision pursuant to the preceding subparagraph to this Court within 20 days of receipt of EPA's decision. The Court's review of EPA's decision as to whether the disputed Oversight Costs are inconsistent with the NCP shall be limited to EPA's administrative record. Applicable principles of administrative law shall govern whether any supplemental materials may be considered by the Court. The Court shall uphold EPA's decision with respect to any claimed inconsistency with the NCP unless it is arbitrary and capricious or otherwise not in accordance with law.

d. Payment Following Dispute Resolution. Payments determined to be owing to the United States following dispute resolution shall be paid from the escrow account (including accrued interest on the amounts owed) to the United States in the manner described in Paragraph 8, within 10 days after receipt of the Court's decision or, if the decision is not timely appealed, within 10 days of EPA's decision. To the extent that any amounts are determined not to be owed, Defendants shall be disbursed the remainder of the escrow account.

e. Concurrent with any payment made pursuant to the above Paragraphs, Defendants shall simultaneously send copies of the check[s] paid, and any accompanying transmittal letter, to

the United States as provided in Section XII ["Notices and Submissions"].

Transmittal of each such confirmation will refer to U.S.A.O. file number 94-1440, CERCLA Site Number C5, DOJ case number 90-11-2-214A, and that the payment is for certain previously unreimbursed response costs. Each payment will be accompanied by correspondence identifying United States of America v. Pretty Products, et al., Civil Action C2-91-074 (S.D. Ohio), and the identity of the paying party.

VI. FAILURE TO MAKE TIMELY PAYMENTS

10. Interest on Late Payments. In the event that any payment[s] required by Section V are not made when due, Interest shall continue to accrue on the unpaid balance.

11. Stipulated Penalty. If any amounts due to the United States under this consent decree are not paid by the required date, or are not timely deposited into an escrow account pursuant to ¶ 9(c)(3) above, Defendants shall pay as a stipulated penalty, in addition to the Interest required by Paragraph 10, for the payment required under Paragraph 7, \$1,000.00 per day for each day that such payment is late, and \$300.00 per day for each day that such payment required under Paragraph 8 is late. Stipulated penalties will accrue from the date of any required payment and shall be due and payable within 30 days of Defendants' receipt from EPA of a demand for payment of the penalties. All payments under this Paragraph shall be paid by certified check made payable to "EPA Hazardous Substance

Superfund," shall be mailed to U.S. EPA Region V, Att'n: Superfund Accounting, P.O. Box 70753, Chicago, IL 60673 and shall reference CERCLA number C5 and DOJ Case Number 90-11-2-214A. Copies of check[s] paid pursuant to this Paragraph, and any accompanying transmittal letter, shall be sent to the United States as provided in Section XII [Notices and Submissions].

12. Payments made under Paragraphs 10-11 shall be in addition to any other remedies or sanctions available to the United States by virtue of Defendants' failure to make timely payments required by this Decree. Defendants shall be liable for all litigation and other enforcement costs incurred by the United States to enforce this Consent Decree or otherwise obtain such payment, except, Defendants shall not be liable for such costs in the proportion and to the extent that Defendants prevail in any disputed issue pursuant to Paragraph 9, unless otherwise ordered by the Court.

13. The obligations of Defendants to pay amounts owed the United States under this Consent Decree are subject to the terms and conditions of a Stipulation and Order entered by this Court on May 8, 1992. In the event of the failure of Pretty Products, Inc. to make the payments required under this Consent Decree, Lancaster Colony Corporation shall be responsible for such payments in accordance with the terms and conditions of the May 8, 1992 Stipulation and Order except that Lancaster Colony Corporation shall not be required to maintain its previously posted Letter of Credit in the amount of \$1.75 million following

payment by Pretty Products, Inc. of Past Response Costs and Interest pursuant to Section V, Paragraph 7.

14. The rights of the U.S. EPA and the United States under this paragraph shall not be deemed waived because of lapse of time or acceptance of subsequent payments.

VII. COVENANT NOT TO SUE

15. In consideration of the payment made under Section V of this Consent Decree, and except as otherwise provided in this Consent Decree, the United States covenants not to initiate or maintain suit against Defendants under Section 107 of CERCLA, 42 U.S.C. § 9607, for Past Response Costs or Oversight Costs as defined in this Consent Decree, or under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), with respect to Requests for Information that EPA issued to Defendants on June 12, 1984, August 17, 1990 and August 24, 1990. The United States specifically reserves, and this Consent Decree is without prejudice to, any and all claims and rights the United States has or in the future may have against Defendants for matters not covered by this Decree.

16. This covenant not to sue shall not become effective as to Defendants until the Consent Decree has been entered by the Court and Defendants have made payment in full, including interest thereon and late payment charge, if any, as provided in Section V herein.

17. The covenant not to sue described herein shall not extend to any person or legal entity other than Defendants.

Nothing in this Consent Decree is intended as a covenant not to sue or a release from liability for any person, firm, trust, joint venture, partnership, corporation or other entity not a signatory to this decree. The United States reserves all claims, demands and causes of action, either judicial or administrative, present, past or future, in law or equity, against any person or entity not a party to this agreement for any matter arising at, or relating in any way to, the Coshocton Superfund Site. This covenant not to sue is not and shall not be construed to be a release of any kind.

18. Except as provided in this section and under 42 U.S.C. § 9613(f), nothing in the Consent Decree shall preclude the parties from asserting any claim it may have against any person or entity.

VIII. THE UNITED STATES' RETAINED RIGHTS

19. The United States shall retain any and all rights to proceed against any defendant for claims not expressly included in this Decree.

a. General. The covenant not to sue set forth in the preceding paragraph does not pertain to any matters other than those expressly specified therein. The United States reserves, and this Consent Decree is without prejudice to, all rights against Defendants with respect to all other matters. Except as provided in Section VII above, nothing contained herein shall in any way limit or restrict the response and enforcement authority of the United States to initiate appropriate action,

either judicial or administrative, under Sections 104, 106, and 107 of CERCLA, 42 U.S.C. §§ 9604, 9606, and 9607, or any other provision of law, against Defendants or against any other person or entity not a party to this Decree.

b. Specific reservations. The covenant not to sue set forth in Paragraph 18 above does not apply, inter alia, to the following:

- (1) claims based upon failure of Defendants to meet the requirements of this Consent Decree;
- (2) claims for damages to natural resources, as defined in Section 101(6) of CERCLA, 42 U.S.C. § 9601(6);
- (3) claims for costs incurred by any natural resources trustees;
- (4) claims based upon criminal liability;
- (5) claims for response costs incurred by any federal agencies other than those specified within the definition of "United States" in this Consent Decree;
- (6) claims for injunctive relief or administrative order enforcement under Section 106 of CERCLA;
- (7) claims for response costs incurred or to be incurred by the United States in connection with the Site that are not within the definition of Past Response Costs or Oversight Costs set forth in Paragraphs 6.

IX. COVENANTS BY DEFENDANTS

20. Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United

States with respect to Past Response Costs or Oversight Costs, except for the dispute resolution procedures as provided in Section V, Paragraph 9, or for any costs related to this action, including, but not limited to, 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 §§ 106(b)(2), 111, 112, or 113, or any other provision of law, any claim against the United States, including any department, agency, or instrumentality of the United States pursuant to CERCLA Sections 107 and 113 related to Past Response Costs or Oversight Costs, or any claims arising out of response activities at the Site. 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).

In addition, in any litigation filed by or against Defendants concerning the Coshocton Site by parties other than the United States, Defendants agree not to file any claim against or implead the United States, any of its Agencies, employees or contractors or the Hazardous Substances Superfund.

21. The entry of this Consent Decree shall not be construed to be an acknowledgement by Defendants that the release of threatened release alleged in the Complaint exists, or that it constitutes an imminent and substantial endangerment to the public health, or welfare or the environment, or that response costs incurred by U.S. EPA were either necessary or consistent

with the NCP. Except for the obligations created by this Decree, Defendants do not admit, and specifically deny, any legal or equitable liability under any statute, regulation, ordinance or at common law for any response costs or damages caused by storage, treatment, handling, disposal or presence of materials at the Site or the actual or threatened release of materials at the Site.

22. Defendants reserve all rights, defenses, claims, causes of action or counterclaims which they might have at law or in equity to defend against any person or other entity not a signatory to this Decree for any liability they are alleged or may be alleged to have arising out of or relating to the Site.

X. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

23. With regard to claims for contribution against Defendants for matters addressed in this Consent Decree, the Parties hereto agree that Defendants are entitled to such protection from contribution actions or claims as is provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2).

24. 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, any right to contribution), 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.

25. Defendants agree that with respect to any suit or claim for contribution brought by them for matters related to this Consent Decree they will notify the United States in writing no later than 30 days prior to the initiation of such suit or claim. Defendants also agree that with respect to any suit or claim for contribution brought against them for matters related to this Consent Decree they will notify in writing the United States within 20 days of service of the complaint on them. In addition, Defendants shall notify the United States within 15 days of service or receipt of any Motion for Summary Judgment and within 15 days of receipt of any order from a court setting a case for trial for matters related to this Consent Decree.

26. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Defendants 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 not to sue set forth in Section VI (Covenants Not to Sue by The United States).

XI. RETENTION OF RECORDS

27. Until 10 years after the entry of this Consent Decree, Defendants shall preserve and retain all records and documents now in their possession or control or which come into their possession or control that relate in any manner to response actions taken at the Site 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.

28. At the conclusion of this document retention period, Defendants shall notify the United States at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States, Defendants shall deliver any such records or documents to the EPA. Defendants may assert that certain documents, records, and other information are privileged under the attorney-client privilege or any other privilege recognized by federal or state law. If Defendants assert such a privilege, they shall provide the United States with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted. However, no documents report, or other information created or generated pursuant to the requirements of this or any other consent decree with the United States shall be withheld on the

grounds that it is privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to the United States in redacted form to mask the privileged information only.

29. Each defendant hereby certifies, individually, to the best of its knowledge and belief, that it has conducted a thorough, comprehensive, good faith search for information and documents and for any evidence of destruction or tampering with information and documents; and that it has fully and accurately disclosed any records, documents, or other information relating to its potential liability regarding the Site since notification of potential liability by the United States or the filing of suit against it regarding the Site; and that it has no knowledge that any such documents or information have been altered, mutilated, discarded, destroyed or otherwise disposed of; and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA and Section 3007 of RCRA, except as otherwise noted or provided for by the Court's Order of December 13, 1991 and the Parties' subsequent settlement pursuant to an Agreed Stipulation and Order dated May 8, 1992.

XII. NOTICES AND SUBMISSIONS

30. 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 party in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, and Defendants, respectively.

As to the United States:

John C. Cruden
Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
Re: DJ # 90-11-2-214A

and to:

Sherry L. Estes
Assistant Regional Counsel (CS-3T)
U.S. EPA - Region V
77 West Jackson Blvd.
Chicago, Illinois 60604-3590

and to:

James E. Rattan
Assistant United States Attorney
Southern District of Ohio
Nationwide Bank Building
280 N. High Street
Columbus, Ohio 43215.

as to Defendants:

Kenneth A. Cassidy
Assistant Risk Manager
Lancaster Colony Corporation
37 West Broad Street
Columbus, Ohio 43215

C. Craig Woods, Esq.
Squire, Sanders & Dempsey
1300 Huntington Center
41 South High Street
Columbus, Ohio 43215

XIII. RETENTION OF JURISDICTION

31. The Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of the Consent Decree.

XIV. PUBLIC COMMENT

32. This Consent Decree will be subject to a thirty-day public comment period. The United States may modify or withdraw its consent to this Consent Decree if comments received disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper or inadequate.

33. 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.

XV. SIGNATORIES/SERVICE

34. The undersigned representative of each defendant to this Consent Decree certifies 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.

35. Each defendant 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 that party with respect to all matters arising under or relating to this Consent Decree.

XVI. EFFECTIVE DATE

36. The effective date of this Consent Decree shall be the date upon which the Court entered this Consent Decree.

ENTERED this _____ day of _____, 1994.

U.S. District Judge

The parties whose signatures appear below hereby consent to the terms of this Consent Decree. The consent of the United States is subject to a thirty-day public comment period.

FOR THE UNITED STATES OF AMERICA:

LOIS J. SCHIFFER
Acting Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice

Date

EDMUND A. SARGAS, JR.
United States Attorney
Southern District of Ohio

By:

JAMES E. RATTAN
Assistant United States Attorney
Nationwide Bank Building
280 N. High Street
Columbus, Ohio 43215

Date

By:

JOHN H. GRADY
Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044

Date

By:

ORIGINAL SIGNED BY
DAVID A. ULLRICH

VALDAS V. ADAMKUS
Regional Administrator
U.S. EPA, Region V
Chicago, IL 60604-3590

AUG 23 1994

Date

By:

Sherry L. Estes
SHERRY L. ESTES
Assistant Regional Counsel
EPA - Region V (CS-3T)
77 West Jackson Blvd.
Chicago, Illinois 60604-3590

8/11/94

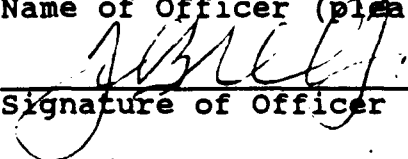
Date

The undersigned defendant hereby consents to the foregoing Consent Decree, and the terms set out in its attachments, in U.S. v. Pretty Products, et al.

Lancaster Colony Corporation Date: 7/1/94
Name of Defendant

37 West Broad Street
Address
Columbus, Ohio 43215
(614) 224-7141
Phone Number

By: John B. Gerlach, Jr.
Name of Officer (please type or print)


Signature of Officer
President
Title

Through its signature below, this Defendant waives service of process in matters relating to this Consent Decree, provided that notice has been given in accordance with ¶ 30, above.

C. Craig Woods
By: Its Attorney

The undersigned defendant hereby consents to the foregoing Consent Decree, and the terms set out in its attachments, in U.S. v. Pretty Products, et al.

Pretty Products, Inc.
Name of Defendant

Date: 7/1/94

37 West Broad Street
Address
Columbus, Ohio 43215
(614) 224-7141
Phone Number

By: John B. Gerlach, Jr.
Name of Officer (please type or print)


Signature of Officer

Vice President
Title

Through its signature below, this Defendant waives service of process in matters relating to this Consent Decree, provided that notice has been given in accordance with ¶ 30, above.

C. Craig Woods


By: Its Attorney