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FILED

DEC 26 2001

IN THE UNITED STATES DISTRICT COURT **Kenneth J. Murphy, Clerk**
SOUTHERN DISTRICT OF OHIO **Columbus, Ohio**

STATE OF OHIO, ex rel.
BETTY D. MONTGOMERY
ATTORNEY GENERAL OF OHIO,

Plaintiff,

v.

AK STEEL CORPORATION, et al.

Defendants,

and

OHIO DEPARTMENT OF
TRANSPORTATION

Third-Party Defendant.

CASE NO **C2-01-1058**

JUDGE **JUDGE GRAHAM**

MAGISTRATE JUDGE KING

CONSENT DECREE

Plaintiff, State of Ohio, on relation of Betty D. Montgomery, Attorney General of Ohio, having filed the Complaint in this action against Defendants for reimbursement of response costs incurred by the State pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. § 9601 *et seq.* ("CERCLA") and Ohio Revised Code ("R.C.") Chapters 3734, 3745, and 6111 and the common law and for civil penalties and damages pursuant to R.C. Chapter 6111 and the common law.

NOW, THEREFORE, without trial and upon the consent of the parties hereto, it is hereby **ORDERED, ADJUDGED and DECREED** as follows:

Handwritten number 2.

DEFINITIONS

1. Unless otherwise stated, all terms used in this Consent Decree shall have the same meaning as used in CERCLA and R.C. Chapters 3734, 3745, and 6111, and the regulations adopted thereunder. In addition, the following terms are defined as follows:

- A. **“Consent Decree”** means this Decree.
- B. **“Granville Solvents Site”** shall mean, solely for the purposes of this Consent Decree, the physical facility located at Palmer Lane, Granville, Licking County, Ohio where treatment, storage, placement, or disposal of Waste Material and/or release or discharge into waters of the State or the environment of Waste Material has occurred, including any other area where such Waste Material has migrated or threatened to migrate.
- C. **“Ohio EPA”** means the Ohio Environmental Protection Agency, and its designated representatives.
- D. **“Response Costs”** means all direct and indirect costs incurred by the State related to the response and remedial actions conducted at the Site by Defendant, other PRPs, U.S. EPA, and Ohio EPA, including, but not limited to, payroll costs, contractor costs, travel costs, oversight costs, laboratory costs, costs of reviewing or developing plans, reports or other items, and costs of the Ohio Attorney General’s Office in representing Ohio EPA in this action.
- E. **“Settling Defendants”** means AK Steel Corporation, Accurate Plastics, Inc., Bradley Paint Company, Coyne International Enterprises Corp., Vermont American Company, Union Tank Car Company, Westinghouse Electric Corporation, and the Settling Defendants listed in Attachment A (including Ohio Department of Transportation).
- F. **“State”** means the State of Ohio by and through its Attorney General on behalf of the Ohio Environmental Protection Agency.
- G. **“U.S. EPA”** means the United States Environmental Protection Agency.
- H. **“Waste Material”** shall mean (1) any “hazardous waste” as that term is defined under R.C. § 3734.01(J); (2) any “solid waste” as that term is defined under R.C. § 3734.01(E); (3) any “industrial waste” as that term is defined under R.C. § 6111.01(C); (4) any

“other wastes” as that term is defined under R.C. § 6111.01(D); (5) any “hazardous substances” as that term is defined under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); and (6) any “hazardous waste constituent” as that term is defined under O.A.C. § 3745-50-10(A)(43).

BACKGROUND

2. In response to releases and the threat of releases of hazardous substances at or from the Granville Solvents Site, the State alleges that it has incurred removal response costs, as defined by Sections 101(23) and 107(a) of CERCLA, 42 U.S.C. §§ 9601(23) and 9607(a), from 1985 through the present.

3. The State alleges that its removal response costs include waste drum removal costs, sampling costs, enforcement costs, joint enforcement costs with U.S. EPA concerning negotiation of a removal administrative order, and participation in the U.S. EPA administrative order by review and comment on all required submittals.

4. Settling Defendants have consented to the entry of this Consent Decree without acknowledging liability of any type, and the entry of this Decree shall not represent an admission or adjudication of liability or of the facts that State alleges in its Complaint or herein.

JURISDICTION

5. This Court has jurisdiction over the subject matter herein, and over the Parties consenting hereto. The Parties shall not challenge this Court’s jurisdiction to enter and enforce this Consent Decree. Settling Defendants waive service of the complaint and summons in this action. Venue is proper in this Court.

PARTIES BOUND

6. This Consent Decree applies to and is binding upon the State and upon the Settling Defendants, their successors in interest, assigns, receivers, officers, agents, servants, and employees. The undersigned representative of each party to this Consent Decree certifies that he or she is fully authorized by the party or parties whom she or he represents to enter into the terms and conditions of the Consent Decree and to execute and legally bind that party to it.

CALCULATION OF TIME

7. Unless otherwise stated in this Consent Decree, where this Decree requires actions to be taken within a specified period of time (e.g. "within thirty (30) days"), this time period shall begin the day after the entry of this Consent Decree. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday or State of Ohio or federal holiday, the period shall run until the end of the next day that is not a Saturday, Sunday or legal holiday.

REIMBURSEMENT

8. No later than thirty (30) calendar days after entry of this Consent Decree, Settling Defendant AK Steel Corporation shall pay to the State, One Hundred Seventy-Six Thousand, One Hundred Twenty-Nine Dollars (\$176,129.00) in reimbursement for past Response Costs incurred by the State through the date of the entry of this Consent Decree.

9. No later than thirty (30) calendar days after entry of this Consent Decree, Settling Defendant Bradley Paint Company shall pay to the State, Nine Thousand, Eight

Hundred Twenty-Nine Dollars (\$9,829.00) in reimbursement for past Response Costs incurred by the State through the date of the entry of this Consent Decree.

10. No later than thirty (30) calendar days after entry of this Consent Decree, Settling Defendant Coyne International Enterprises Corp. shall pay to the State, Two Hundred Seventeen Dollars (\$217.00) in reimbursement for past Response Costs incurred by the State through the date of the entry of this Consent Decree.

11. No later than sixty (60) calendar days after entry of this Consent Decree, Settling Defendants listed in Attachment A shall pay to the State, Four Hundred Ten Thousand, One Hundred Ninety-Seven Dollars (\$410,197.00) in reimbursement for past Response Costs incurred by the State through the date of the entry of this Consent Decree.

12. No later than thirty (30) calendar days after entry of this Consent Decree, Settling Defendant Vermont American Company shall pay to the State, Twenty-Six Thousand, One Hundred Sixty-Five Dollars (\$26,165.00) in reimbursement for past Response Costs incurred by the State through the date of the entry of this Consent Decree.

13. No later than thirty (30) calendar days after entry of this Consent Decree, Settling Defendant Union Tank Car Company shall pay to the State, Twenty-Nine Thousand, Four Hundred Dollars (\$29,400.00) in reimbursement for past Response Costs incurred by the State through the date of the entry of this Consent Decree.

14. No later than thirty (30) calendar days after entry of this Consent Decree, Settling Defendant Westinghouse Electric Corporation shall pay to the State, Four Thousand, Three Hundred Eighty-Three Dollars (\$4,383.00) in reimbursement for past

Response Costs incurred by the State through the date of the entry of this Consent Decree.

15. No later than thirty (30) calendar days after entry of this Consent Decree, Settling Defendant Accurate Plastics, Inc. shall pay to the State, Three Thousand, Four Hundred Eighty-Four Dollars (\$3,484.00) in reimbursement for past Response Costs incurred by the State through the date of the entry of this Consent Decree.

16. The payments made pursuant to Paragraphs 8 through 15 above shall be made in the form of a certified or cashier's check payable to "Treasurer, State of Ohio" and sent to the Fiscal Officer, Ohio EPA, P.O. Box 1049, Columbus, Ohio 43216-1049, ATTN: Vicki Galilei, or her successor. Each Settling Defendant shall send a copy of the transmittal letter and copy of the check to: the Fiscal Officer, DERR, Ohio EPA, P.O. Box 1049, Columbus, Ohio 43216-1049, ATTN: Patricia Campbell or her successor, to the Ohio EPA Site Coordinator, and the Assistant Attorney General representing the State in this case.

COVENANT NOT TO SUE

17. In consideration of the payments made by Settling Defendants pursuant to Paragraphs 8 through 15 above, the State covenants not to sue Settling Defendants, their predecessors in interest, their successors in interest, assigns, receivers, officers, agents, servants, or employees under CERCLA Section 107(a), R.C. Sections 3734.13, 6111.09, 3767.03 and 3767.04, 3745.12, and the common law for any Response Costs related to the Site which were incurred by the State prior to the entry of this Consent Decree. Such covenant not to sue is effective for each Settling Defendant upon payment of their separate payment obligations.

18. Except as expressly provided in Paragraph 17 above, the State reserves all rights it may have to seek any other relief from Settling Defendants, or any other person or entity, including but not limited to the following:

- A. sanctions for violation of this Consent Decree;
- B. if any payment(s) required by Paragraphs 8 through 15 is/are not made, cost recovery for past Response Costs;
- C. reimbursement of any future costs not otherwise reimbursed by a U.S. EPA grant; these future costs may include, but are not limited to, oversight costs, the State's 10% matching share of the cost for any U.S. EPA remedial action, the State's costs for operation and maintenance, and the costs of any actions taken by the State to address contamination at the Site;
- D. injunctive relief under R.C. Chapters 3734, 6111, 3767, 3745, any other state law, the common law, or federal law;
- E. civil and criminal sanctions for violations of law;
- F. liability arising from Waste Material removed from the Site;
- G. administrative orders; and
- H. judicial relief pursuant to Section 121(e)(2), 121(f), or 310 of CERCLA, 42 U.S.C. §§ 9621(e)(2), 9621(f), and 9659, or any other provision of federal or state law.
- I. relief for natural resource damages.

The reservations set forth in subparagraphs A. and B. only apply to a violating and/or non-paying Settling Defendant. The reservations set forth in subparagraphs C. through I. apply to all of the Settling Defendants jointly and severally. Furthermore, except as set forth in Paragraph 19, Settling Defendants reserve all defenses they may have to any of the State's claims described in this paragraph.

19. In any subsequent administrative or judicial proceeding initiated by the State for injunctive relief, recovery of response costs not paid as required by Paragraphs 8

through 15, or other appropriate relief relating to the Site, Settling 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 State 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 covenant not to sue set forth in Paragraph 16

20. Nothing in this Consent Decree shall constitute or be construed as a release or a covenant not to sue regarding any claim or cause of action against any person, firm, trust, joint venture, partnership, corporation, association, or other entity not a signatory to this Consent Decree or not otherwise identified in Paragraph 17, including, but not limited to, all members of the Granville Solvents Site PRP Group that have not signed this Consent Decree, for any liability it may have arising out of or relating to the Site, including but not limited to, liability for any Response Costs unreimbursed by this Consent Decree.

DISCLAIMER OF LIABILITY

21. This Consent Decree shall not constitute an admission or adjudication with respect to any allegation in the State's Complaint, or any admission of any wrongdoing or misconduct or liability on part of the Settling Defendants or their successors in interest, assigns, receivers, officers, agents, servants, or employees.

CONTRIBUTION PROTECTION

22. This Consent Decree provides Settling Defendants with contribution protection as provided in Section 113(f)(2) of the Superfund Amendments and Reauthorization Act of 1986.

ENTRY OF CONSENT DECREE

23. Pursuant to Federal Rules of Civil Procedure 58 and 79, the Clerk of Courts is hereby directed to enter this judgment into the civil docket of the Court.

RETENTION OF JURISDICTION

24. The Court retains jurisdiction over this action for the purpose of enforcing the Consent Decree or providing other appropriate relief in this action.

COSTS

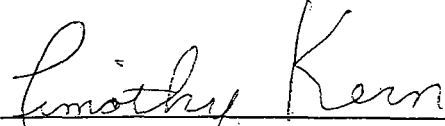
25. Settling Defendants shall pay the costs of this action.

Entered this 26th day of December, 2001.


U.S. DISTRICT JUDGE

The parties whose signature appear below and on the attached signature pages hereby consent to the terms of this Consent Decree.

**BETTY D. MONTGOMERY
ATTORNEY GENERAL OF
OHIO**



TIMOTHY KERN (0034629)

Assistant Attorney General
Environmental Enforcement Section
30 East Broad Street, 25th Floor
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(614) 466-2766

Trial Attorney for Plaintiff State of
Ohio

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As Counsel for Bradley Paint
and Westinghouse Electric Corporation



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As Counsel for AK Steel Corporation

LOUIS M. RUNDIO, JR.

McDermott, Will & Emery
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As Counsel for Vermont American
Company

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As Counsel for Coyne International
Enterprises Corp.

BEN L. PFEFFERE, III

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As Counsel for Settling Defendants
Listed in Attachment A

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65 Livingston Ave.
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As Counsel for Union Tank Car Company

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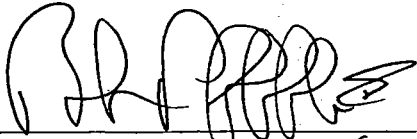
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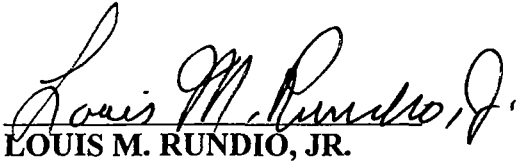
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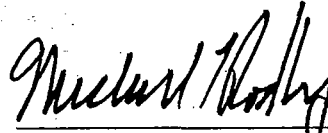
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Listed in Attachment A



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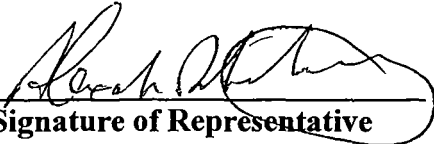
Crabbe, Brown & James
500 South Front, Suite 1200
Columbus, Ohio 43215

As Counsel for Accurate Plastics, Inc.

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Loyne International Enterprises Corp.

Name of Defendant
(Print or Type)

By: 
Signature of Representative

Alexander Pobedinsky
Name of Representative
(Print or Type)

Vice President & General Counsel
Title

9/21/01
Date

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in
State of Ohio v. AK Steel Corporation, et al.

Bradley Paint Company _____

Name of Defendant
(Print or Type)

By: 
Signature of Representative

T. J. Gillespie, Jr.

Name of Representative
(Print or Type)

Chairman of Board

Title

September 18, 2001

Date

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in
State of Ohio v. AK Steel Corporation, et al.

Vermont American Corporation
Name of Defendant
(Print or Type)

By: Julia P. Hagan
Signature of Representative

Julia P. Hagan
Name of Representative
(Print or Type)

Vice President
Title

5-7-01
Date

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Union Tank Car Company
Name of Defendant
(Print or Type)

By: 
Signature of Representative

Michael Rodburg
Name of Representative
(Print or Type)

Attorney for Union Tank Car Company
Title

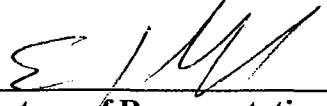
June 25, 2001
Date

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

VIACOM INC., successor by merger to
CBS CORPORATION, f/k/a
WESTINGHOUSE ELECTRIC CORPORATION

**Name of Defendant
(Print or Type)**

ESJ
9/19

By: 
Signature of Representative

ERIC J. SOBCZAK
**Name of Representative
(Print or Type)**

VICE PRESIDENT/SENIOR COUNSEL
Title

Date

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Accurate Plastics

Name of Defendant
(Print or Type)

By: 
Signature of Representative

Christina Corl

Name of Representative
(Print or Type)

attorney for Accurate Plastics

Title - accurate is defunct and
no principals are available to sign
decree

04/18/01
Date

GRANVILLE SOLVENTS SITE PRP GROUP - ATTACHMENT A

STATE OF OHIO SETTLEMENT PARTICIPANTS

MEMBER

- 1 A&B SANITATION, INC.
- 2 ABRASIVE TECHNOLOGY, INC.
- 3 ACHBACH AUTO INDUSTRIES
- 4 ALLIED MACHINE WORKS, INC.
- 5 AMG INDUSTRIES, INC.
- 6 ANOMATIC CORPORATION
- 7 AULTMAN HOSPITAL, INC.
- 8 BOB CALDWELL, INC.
- 9 BOB DANIELS BUICK CO.
- 10 BRADLEY, EDWARD
- 11 BTR, INC successor to SW INDUSTRIES INC and 'PERMALI INCORPORATED and C-K COMPOSITES
- 12 CALLANDAR CLEANERS
- 13 CHEMICAL SOLVENTS, INC.
- 14 CHEMTRON CORP.
- 15 CITY OF COLUMBUS
- 16 CLELAND MANUFACTURING, INC.
- 17 COLUMBUS INSTRUMENTS INTERNATIONAL CORP.
- 18 COLUMBUS JACK CORPORATION
- 19 COLUMBUS SHOWCASE COMPANY
- 20 CONSOLITE CORPORATION
- 21 COOPER CAMERON CORPORATION, successor to COOPER INDUSTRIES
- 22 COOPER INDUSTRIES, INC. successor to MCGRAW EDISON
- 23 CROWN CORK & SEAL COMPANY, INC. successor to ANCHOR HOCKING PACKAGING CORP
- 24 DAIMLER CHRYSLER CORPORATION, successor to CHRYSLER CORPORATION AND JEEP CORPORATION
- 25 DANA CORPORATION successor to RACINE HYDRAULICS
- 26 DECORATIVE & COATING SYSTEMS, INC.
- 27 DENISON UNIVERSITY
- 28 DESCO CORP. successor to COLLIER INDUSTRIES
- 29 E.I. DU PONT DE NEMOURS AND COMPANY
- 30 FBC CHEMICAL CORP
- 31 GEORGIA PACIFIC CORPORATION, successor to UNISOURCE WORLDWIDE, INC. and COPCO PAPERS, INC.
- 32 GERMAIN TOYOTA, INC.
- 33 GFS CHEMICALS, INC.
- 34 GOODYEAR TIRE & RUBBER COMPANY
- 35 GORDON FLESCH COMPANY INC
- 36 GRAHAM FORD, INC.
- 37 H.J. HEINZ COMPANY
- 38 ILLINOIS TOOL WORKS, INC. successor to SIGNODE CORP.
- 39 INDUSTRIAL FINISHERS, INC.
- 40 INGERSOLL-RAND COMPANY
- 41 JACK MAXTON CHEVROLET, INC.
- 42 KENWORTH TRUCK CO
- 43 KEY OLDSMOBILE, INC.
- 44 KURZ-KASCH, INC
- 45 LENNOX INTERNATIONAL INC. fka LENNOX INDUSTRIES, INC
- 46 LONGABERGER COMPANY
- 47 LUCENT TECHNOLOGIES, INC. successor to WESTERN ELECTRIC
- 48 MATTHEWS INTERNATIONAL CORPORATION
- 49 MEDVEST HOLDINGS CORP. as successor to MEDEX, INC
- 50 MOCK WOODWORKING CO.
- 51 MURPHY GROUP, INC. successor to NEWARK ASPHALT CO
- 52 NATIONAL ALUMINUM CORPORATION
- 53 NATIONAL CITY BANK, COLUMBUS fka BANCOHIO NATIONAL BANK
- 54 NATIONWIDE MUTUAL INSURANCE COMPANY
- 55 NCR CORPORATION
- 56 NI SOURCE CORPORATION SERVICES COMPANY fka COLUMBIA ENERGY GROUP SERVICE CORPORATION
- 57 NOVA CHEMICALS INC successor to POLYSAR INCORPORATED
- 58 OJASIS CORPORATION fka EBCO MANUFACTURING
- 59 OHIO DEPARTMENT OF TRANSPORTATION
- 60 OHIO PLASTICS COMPANY

GRANVILLE SOLVENTS SITE PRP GROUP - ATTACHMENT A

STATE OF OHIO SETTLEMENT PARTICIPANTS

MEMBER

- 61 OWENS ILLINOIS PRESCRIPTION PRODUCTS, INC.
- 62 PARKER-HANNAFIN CORPORATION successor to COMMERCIAL INTERTECH CORP. fka COMMERCIAL SHEARING, INC.
- 63 PENN TRAFFIC COMPANY, successor to BIG BEAR SIGNS
- 64 PITT-DES MOINES, INC.
- 65 PLATING TECHNOLOGY INC. successor to I.P. EQUIPMENT
- 66 PLEASURECRAFT MARINE ENGINE COMPANY
- 67 PRESSURE CHEMICAL CO.
- 68 RESOURCE INTERNATIONAL, INC.
- 69 RMP f/k/a/HOLMAN RMP successor to HOLMAN ENTERPRISES
- 70 ROCKWELL INTERNATIONAL CORPORATION, successor to TOLEDO SCALE CORPORATION and IRD MECHANALYSIS, INC.
- 71 SCHERING BERLIN INC., in resepect to the liability of SHEREX CHEMICAL COMPANY, INC.
- 72 STANLEY ELECTRIC U.S. CO., INC.
- 73 STARTEC, INC. successor to GAMMATRONIX, INC.
- 74 STEEL CEILINGS, INC
- 75 T.N. COOK, INC.
- 76 TELESIS MARKING SYSTEMS CORPORATION, fka TELESIS CONTROL SYSTEMS CORPORATION
- 77 TIMBUK FARMS INC
- 78 TIMKEN MERCY MEDICAL CENTER, INC.
- 79 TRW INC. successor to SHERWOOD REFRACTORIES
- 80 UNITED TECHNOLOGIES CORPORATION on behalf of HAMILTON STANDARD CONTROLS, INC. and BDP COMPANY
- 81 WESTRECO INC

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

A+B Sanitation, Inc.
Name of Defendant
(Print or Type)

Tawni L. Davis
Signature of Representative

Tawni L. Davis
Name of Representative
(Print or Type)

Vice President
Title

6/18/01
Date

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

ABRASIVE TECHNOLOGY, INC
Name of Defendant
(Print or Type)

By: 
Signature of Representative

LOYAL M. PETERMAN, JR
Name of Representative
(Print or Type)

PRES
Title

5/7/01
Date

MAY 9 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in
State of Ohio v. AK Steel Corporation, et al.

ACHBACH Auto INDUSTRIES
Name of Defendant
(Print or Type)

By: *Daniel W. Achbach*
Signature of Representative

DANIEL W. ACHBACH
Name of Representative
(Print or Type)

OWNER
Title

07/13/01
Date

JUL 16 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Allied Machine Works, Inc

Name of Defendant
(Print or Type)

By: RJ Straker
Signature of Representative

R J Straker

Name of Representative
(Print or Type)

President

Title

5/8/2001

Date

MAY 11 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

AMG Industries
Name of Defendant
(Print or Type)

By: David J. McElroy
Signature of Representative

David McElroy
Name of Representative
(Print or Type)

President
Title

May 10, 2001
Date

MAY 18 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Aultman Hospital

Name of Defendant
(Print or Type)

By: Mark N. Rose
Signature of Representative

Mark N. Rose

Name of Representative
(Print or Type)

VP - Legal Affairs

Title

6-22-01

Date

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in
State of Ohio v. AK Steel Corporation, et al.

BOB CALDWELL, INC
Name of Defendant
(Print or Type)

By: Cheryl H. Linscott
Signature of Representative

CHELYC H. LINSOTT
Name of Representative
(Print or Type)

Controller
Title

5/9/01
Date

MAY 11 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Bob Daniels Buick Co.

Name of Defendant
(Print or Type)

By: *Greg K. Gerhard*
Signature of Representative

Greg K. Gerhard
Name of Representative
(Print or Type)

Owner/ General Manager
Title

5-15/01
Date

MAY 18 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Edward Bradley
Name of Defendant
(Print or Type)

By: _____
Signature of Representative

Name of Representative
(Print or Type)

Title

5/10/01
Date

MAY 23 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

*BTR, Inc as successor to
SW Industries, Inc, and Permali Incorporated
and C-K Composites*

Name of Defendant
(Print or Type)

By: *Janine Landow Esser*
Signature of Representative

Janine Landow Esser
Name of Representative
(Print or Type)

as Counsel to BTR, Inc
Title

5/15/01
Date

MAY 18 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

CALLANDER CLEANERS, INC.

Name of Defendant
(Print or Type)

By: Don L. Callander
Signature of Representative

DON L. CALLANDER

Name of Representative
(Print or Type)

President
Title

5/29/01
Date

JUN 5 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

CHEMICAL SOLVENTS, INC

Name of Defendant
(Print or Type)

By: Bruce A Downie
Signature of Representative

Bruce A Downie
Name of Representative
(Print or Type)

CFO
Title

5-9-01
Date

MAY 11 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in
State of Ohio v. AK Steel Corporation, et al.

Chemtron Corp.

Name of Defendant
(Print or Type)

By: Ronald J. Guenther
Signature of Representative

Ronald J. Guenther

Name of Representative
(Print or Type)

President

Title

5-10-01

Date

MAY 18 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

City of Columbus

Name of Defendant
(Print or Type)

By: Susan E. Ashbrook
Signature of Representative

Susan E. Ashbrook

Name of Representative
(Print or Type)

Assistant City Attorney
Title

June 4, 2001
Date

JUN 11 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

CLELAND MANUFACTURING, INC

CLAKE L. CLELAND

Name of Defendant
(Print or Type)

By: Clare Cleland
Signature of Representative

Name of Representative
(Print or Type)

Title

5/10/01
Date

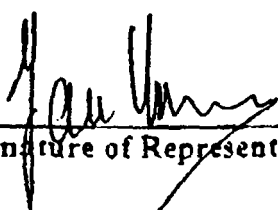
SEE MEMO FROM THOMPSON HINE DATED
5-3-01 FOR STATEMENT ON DEFENDANTS
ON SCHEDULE A HAVE PREPAID ALL CHARGES

MAY 15 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Columbus Instruments International Corporation

Name of Defendant
(Print or Type)

By: 
Signature of Representative

JAN Czekajewski
Name of Representative
(Print or Type)

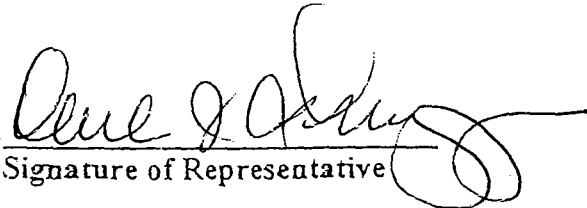
pres
Title

7-11-01
Date

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Columbus Show Case Co.

Name of Defendant
(Print or Type)

By: 
Signature of Representative

CARL J. ASCHINGER JR

Name of Representative
(Print or Type)

CHAIR / CEO
Title

5.8.01
Date

MAY 11 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

CONSOLITE CORPORATION

Name of Defendant
(Print or Type)

By: *Robert J Stetzel*
Signature of Representative

ROBERT STETZEL
Name of Representative
(Print or Type)


VICE PRESIDENT
Title

5/11/01
Date

MAY 15 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Cooper Cameron Corporation
Name of Defendant
(Print or Type)

By: 
Signature of Representative

Bruce Himmelreich
Name of Representative
(Print or Type)

Associate General Counsel
Title

5/10/01
Date

MAY 15 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Cooper Industries, Inc.

Name of Defendant
(Print or Type)

By: Robert D Teets
Signature of Representative

Robert W. Teets

Name of Representative
(Print or Type)

Vice President, Environmental Affairs & Risk Management
Title

5-10-01
Date

MAY 14 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in
State of Ohio v. AK Steel Corporation, et al.

CROWN CORK + SEAL COMPANY, INC
Successor to Anchor Hocking Packaging Corp.

Name of Defendant
(Print or Type)

By: Tricia Ferguson
Signature of Representative

TRICIA G. FERGUSON
Name of Representative
(Print or Type)

ATTORNEY FOR CROWN CORK + SEAL
Title

May 30, 2001
Date

JUN 1 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

DaimlerChrysler Corporation
Name of Defendant
(Print or Type)

By: Kathleen M. Hennessey
Signature of Representative

Kathleen M. Hennessey
Name of Representative
(Print or Type)

Senior Staff Counsel
Title

6-27-01
Date

JUN 29 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Dana Corporation
Name of Defendant
(Print or Type)

By: Lisa A. Wurster
Signature of Representative

Lisa A. Wurster
Name of Representative
(Print or Type)

Legal Counsel
Title

May 16, 2001
Date

MAY 18 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in
State of Ohio v. AK Steel Corporation, et al.

Decorative & Coating Systems, Inc.

Name of Defendant
(Print or Type)

By: Joyce Powell
Signature of Representative

Joyce Powell
Name of Representative
(Print or Type)

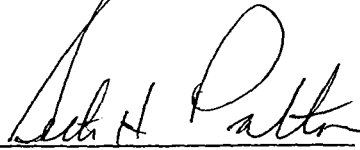
President
Title

5/9/01
Date

MAY 11 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Denison University
Name of Defendant
(Print or Type)

By: 
Signature of Representative

Seth H. Patton
Name of Representative
(Print or Type)

Vice President for Finance and Management
Title

May 9, 2001
Date

MAY 11 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

DESCO CORP
Name of Defendant
(Print or Type)

By: A. Bailey
Signature of Representative

Roger Bailey
Name of Representative
(Print or Type)

CFO
Title

6-17-01
Date

JUN 25 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

E.I. duPont de Nemours and Company
Name of Defendant
(Print or Type)

By: Barbara U. Gravely
Signature of Representative

Barbara U. Gravely
Name of Representative
(Print or Type)

Corporate Enviromental Paralegal
Title

5/10/01
Date

MAY 14 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

FBC CHEMICAL CORP.

Name of Defendant
(Print or Type)

By: 
Signature of Representative

LAD J. HUDAC

Name of Representative
(Print or Type)

PRESIDENT

Title

5/7/2001

Date

MAY 9 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

GEORGIA-PACIFIC CORPORATION

Name of Defendant
(Print or Type)

By: 
Signature of Representative

J. MICHAEL DAVIS

Name of Representative
(Print or Type)

PRINCIPAL COUNSEL / ENVIRONMENTAL
Title

5/9/01
Date

MAY 11 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

German Toyota of Columbus
Name of Defendant
(Print or Type)

By: [Signature]
Signature of Representative

Steve German
Name of Representative
(Print or Type)

President
Title

5/21/01
Date

MAY 31 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

BFS CHEMICALS, INC.

Name of Defendant
(Print or Type)

By: *D. Hutchinson*
Signature of Representative

D. A. HUTCHINSON

Name of Representative
(Print or Type)

CEO

Title

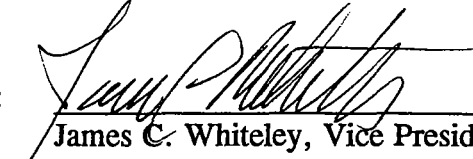
MAY 18, 2001


Date

MAY 22 2001

The undersigned Defendant hereby consents to the foregoing Consent Decree in
State of Ohio v. AK Steel Corporation, et al.

THE GOODYEAR TIRE & RUBBER COMPANY

By: 
James C. Whiteley, Vice President

Attest: 
B Bell, Assistant Secretary

Date: MAY 17, 2001

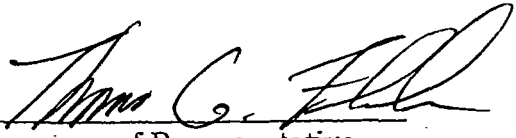
MAY 21 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Gordon Flesch Co., Inc.

Name of Defendant
(Print or Type)

By:


Signature of Representative

Thomas Flesch

Name of Representative
(Print or Type)

President

Title

Date

5/16/01

MAY 21 2001

original mailed
L. Kelley
5/10/01
OK

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

GRAHAM FORD, INC.

Name of Defendant
(Print or Type)

By: C. Gregory
Signature of Representative

C. GREGORY

Name of Representative
(Print or Type)

V.P. OPERATION

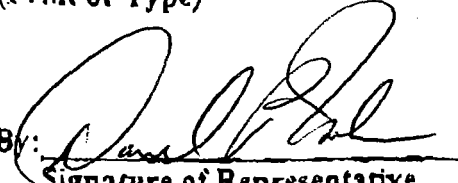
Title

5/10/01
Date

MAY 11 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

H. J. Heinz Company
Name of Defendant
(Print or Type)

By: 
Signature of Representative

Dan Nolan
Name of Representative
(Print or Type)

Vice President HUSA Operations
Title

7/9/01
Date

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

INGERSOLL-RAND Co.

Name of Defendant
(Print or Type)

By: *Pat Nachtigal*
Signature of Representative

Patricia Nachtigal

Name of Representative
(Print or Type)

*Vice President &
General Counsel*
Title

5/10/01
Date

MAY 11 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

JACK MAXTON Chevrolet
Name of Defendant
(Print or Type)

By: Mauck
Signature of Representative

JEFFREY MAUCK
Name of Representative
(Print or Type)

VP
Title

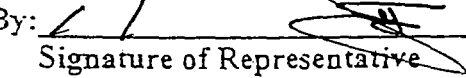
6-26-01
Date

JUN 27 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in
State of Ohio v. AK Steel Corporation, et al.

Kenworth Truck Company
Divn of PACCAR Inc

Name of Defendant
(Print or Type)

By: 
Signature of Representative

R. E. Bangert II
Name of Representative
(Print or Type)

Vice President
Title

May 17, 2001
Date

MAY 22 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

KEY OLDSMOBILE, INC.
Name of Defendant
(Print or Type)

By: [Signature] Pres.
Signature of Representative

HOWARD SCHWITZ
Name of Representative
(Print or Type)

PRESIDENT
Title

5/10/01
Date

MAY 11 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in
State of Ohio v. AK Steel Corporation, et al.

Kurz-Kasch, Inc.

Name of Defendant
(Print or Type)

By: Neal M. Allread
Signature of Representative

NEAL M. ALLREAD

Name of Representative
(Print or Type)

President / CEO

Title

May 7, 2001

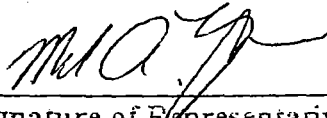
Date

MAY 9 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Lennox Industries

Name of Defendant
(Print or Type)

By: 
Signature of Representative

Mark A. Yohman

Name of Representative
(Print or Type)

Director, Env. Affairs
Title

5/9/01
Date

MAY 11 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

The Longaberger Co.
Name of Defendant
(Print or Type)

By: David E. Northrop
Signature of Representative

David E. Northrop
Name of Representative
(Print or Type)

Attorney for The Longaberger Co.
Title

5-17-01
Date

MAY 18 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Lucent Technologies Inc. ("Lucent"), as successor in interest to and on behalf of AT&T Corp. and Western Electric Company, Inc., which corporate predecessors of Lucent shall be deemed Settling Defendants under and a Party and Signatory to this

Name of Defendant
(Print or Type)

Consent Decree

By: Stephen L. Oberkrom
Signature of Representative

Stephen L. Oberkrom
Name of Representative
(Print or Type)

Remediation Project Manager
Title

6/14/01
Date

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in
State of Ohio v. AK Steel Corporation, et al.

MATTHEWS INTERNATIONAL CORPORATION

Name of Defendant

(Print or Type)

ON BEHALF OF MATTHEWS INTERNATIONAL CORPORATION

By: MA R
Signature of Representative

MARK A REMLINGER

Name of Representative

(Print or Type)

MANAGER - ENVIRONMENT, SAFETY & HEALTH
Title

5.17.01
Date

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in
State of Ohio v. AK Steel Corporation, et al.

MEDVEST HOLDINGS CORP.
AS SUCCESSOR TO

MEDEX, INC (SETTLEMENT PARTICIPANT MEMBER NO. 70

Name of Defendant
(Print or Type)

By: Charles J. Jamison
Signature of Representative

CHARLES J. JAMISON
Name of Representative
(Print or Type)

GENERAL COUNSEL
Title

8/9/01
Date

AUG 13 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Mock Woodworking Co.
Name of Defendant
(Print or Type)

By: Douglas F. Mock
Signature of Representative

DOUGLAS F. MOCK
Name of Representative
(Print or Type)

PRESIDENT
Title

6/18/01
Date

JUN 25 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

THE MURPHY GROUP INC.
Name of Defendant
(Print or Type)

By: Frank B. Murphy
Signature of Representative

FRANK B. MURPHY
Name of Representative
(Print or Type)

Pres.
Title

5-7-01
Date

MAY 8 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in
State of Ohio v. AK Steel Corporation, et al.

National Aluminum Corporation
Name of Defendant
(Print or Type)

By: Robert H. Stone
Signature of Representative

Robert H. Stone
Name of Representative
(Print or Type)

Vice President
Title

May 11, 2001
Date

MAY 15 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

National City Bank, formerly known as
Name of Defendant
(Print or Type) National City Bank of Columbus,
and Banc Ohio National Bank

By: Jeanine Loehr Bielby
Signature of Representative

Jeanine Loehr Bielby
Name of Representative
(Print or Type)

Vice President and Counsel
Title


5/23/01
Date

JUN 6 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

NATIONWIDE Mutual Insurance Company

Name of Defendant
(Print or Type)

By: 
Signature of Representative

Thomas W. Dietrich
Name of Representative
(Print or Type)

VICE PRESIDENT ASSOCIATE GENERAL COUNSEL
Title

5/21/01
Date

MAY 23 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

NCR Corporation
Name of Defendant
(Print or Type)

By: [Signature]
Signature of Representative

Senior Attorney - Erica Chene
Name of Representative
(Print or Type)

Senior Attorney
Title

5/21/01
Date


MAY 24 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in
State of Ohio v. AK Steel Corporation, et al.

Non-Source Corporate Services Company, E/K/a

COLUMBIA ENERGY GROUP
SERVICE CORPORATION

Name of Defendant
(Print or Type)

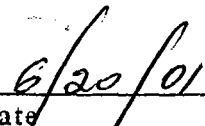
By: 
Signature of Representative

ARTHUR E. SMITH, JR.

Name of Representative
(Print or Type)

VICE PRESIDENT & ENVIRONMENTAL COUNSEL

Title


Date

JUN 26 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

**NOVA Chemicals Inc. (formerly
Novacor Chemicals Inc.), successor to
Polysar Incorporated**

Name of Defendant
(Print or Type)

By: 
Signature of Representative

R. Bruce Forbes
Name of Representative
(Print or Type)

VP - Legal
Title

June 11, 2001
Date

By: 
Signature of Representative

William G. Greene
Name of Representative
(Print or Type)

VP - Supply Chain
Title

June 11, 2001
Date

JUN 18 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

OASIS Corporation
Name of Defendant
(Print or Type)

By: Norman Murphy
Signature of Representative

Norman Murphy
Name of Representative
(Print or Type)

VP Finance
Title

18/May/2001
Date

MAY 21 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Ohio Department of Transportation
Name of Defendant
(Print or Type)

By: 
Signature of Representative

Thomas P Bennett
Name of Representative
(Print or Type)

Assistant Attorney General
Title

5/17/01
Date

MAY 21 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

OHIO PLASTICS COMPANY

Name of Defendant
(Print or Type)

By: [Signature]
Signature of Representative

WILLIAM C. KRANER

Name of Representative
(Print or Type)

CEO, OWNER

Title

MAY 7, 2001

Date

MAY 9 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Owens Illinois Prescription Products, Inc.

Name of Defendant
(Print or Type)

By: 

Signature of Representative

Susan L. Smith

Name of Representative
(Print or Type)

Manager, Environmental Affairs
Title

June 14, 2001
Date

JUN 18 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Parker-Hannifin Corporation
successor to **Commercial Intertech Corp.**
fka Commercial Shearing, Inc.

Name of Defendant
(Print or Type)

By 
Signature of Representative

Christopher H. Morgan

Name of Representative
(Print or Type)

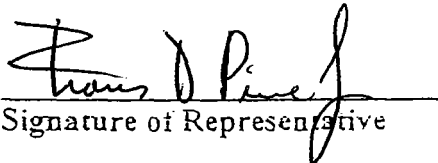
Assistant General Counsel
Title

May 8, 2001
Date

MAY 11 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

The Penn Traffic Company
Name of Defendant
(Print or Type)

By: 
Signature of Representative

Francis D. Price, Jr.
Name of Representative
(Print or Type)

Vice President
Title

May 14, 2001
Date

MAY 17 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in
State of Ohio v. AK Steel Corporation, et al.

JUN 15 2001

P D M Pitt - Des Moines, Inc.
Name of Defendant
(Print or Type)

By: *A. A. Byers*
Signature of Representative

Name of Representative
(Print or Type)

Title

6/15/01
Date

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

PLATING TECHNOLOGY INC

Name of Defendant
(Print or Type)

By: Dennis J. Goldman, President May 24, 2001
Signature of Representative

Dennis J. Goldman
Name of Representative
(Print or Type)

President
Title

5/24/01
Date


MAY 29 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Pleasurecraft Marine Engine Co.

Name of Defendant
(Print or Type)

By:


Signature of Representative

John S. Thurman Jr.

Name of Representative
(Print or Type)

President

Title

5/14/01

Date

MAY 18 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Pressure Chemical Co.
Name of Defendant
(Print or Type)

By: David A. Bird
Signature of Representative

David A. Bird
Name of Representative
(Print or Type)

VP Finance
Title

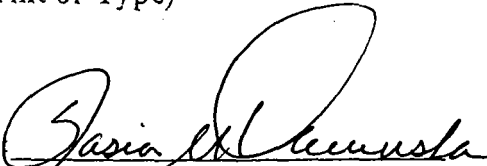
5/8/01
Date

MAY 11 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

RESOURCE INTERNATIONAL, INC.

Name of Defendant
(Print or Type)

By 
Signature of Representative

Stasia M. Vavruska

Name of Representative
(Print or Type)

Senior Vice President, General Counsel
Title

May 11, 2001

Date

MAY 15 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in
State of Ohio v. AK Steel Corporation, et al.

RMP

Name of Defendant
(Print or Type)

By: KA Mullin
Signature of Representative

Katherine A. Mullin
Name of Representative
(Print or Type)

Assistant Secretary
Title

May 21, 2001
Date

MAY 23 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in
State of Ohio v. AK Steel Corporation, et al.

Rockwell
Name of Defendant
(Print or Type)

By: Gary Ballesteros
Signature of Representative

GARY Ballesteros
Name of Representative
(Print or Type)

Assistant General Counsel
Title

6-13-01
Date

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Schering Berlin Inc., in respect to the liability at this Site of Sherex Chemical Company, Inc.

Name of Defendant
(Print or Type)

By: U. Kunze 6/26
Signature of Representative

Wolfgang Kunze
Name of Representative
(Print or Type)

Executive Vice President - Finance
Title Chief Financial Officer

Date

JUL 6 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in
State of Ohio v. AK Steel Corporation, et al.

Stanley Electric U.S. Co., Inc.
Name of Defendant
(Print or Type)

By: S. Onishi
Signature of Representative

Shunsaku Onishi
Name of Representative
(Print or Type)

President
Title

5/7/01
Date

MAY 9 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

STARTEC INC.
Name of Defendant
(Print or Type)

By: [Signature]
Signature of Representative

ED WHEELER
Name of Representative
(Print or Type)

VIP
Title

5-7-01
Date

MAY 8 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

Steel Ceilings

Name of Defendant
(Print or Type)

By: [Signature]
Signature of Representative

Name of Representative
(Print or Type)

Title

Date

MAY 8 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

T. N. Cook Inc.

Name of Defendant
(Print or Type)

By: Ted N Cook
Signature of Representative

TED N. COOK

Name of Representative
(Print or Type)

PRESIDENT
Title

5/8/01
Date

MAY 14 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

TELESIS MARKING Systems FKA Telesis Control Systems Corporation
Name of Defendant
(Print or Type)

By 
Signature of Representative

Teresa L. Dunlap
Name of Representative
(Print or Type)

Mgr. Finance & HR
Title

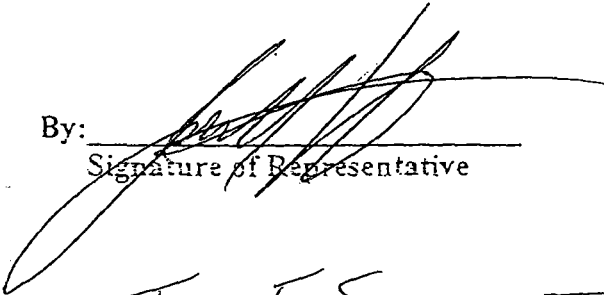
6-28-01
Date

JUL 10 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in
State of Ohio v. AK Steel Corporation, et al.

TIMBUK FARMS, INC.
2030 Timbuk Road
PH: 740-587-2178 FAX:-2594
Granville, OH 43023-9781

Name of Defendant
(Print or Type)

By: 

Signature of Representative

JACK F. SCHMITT
Name of Representative
(Print or Type)

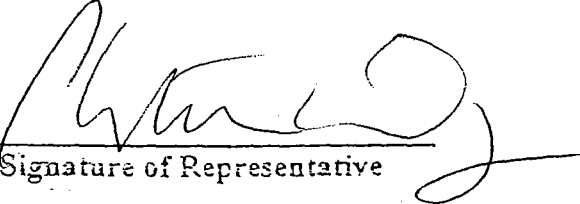
PARSIAENT + Co
Title

5-7-01
Date

MAY 8 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

TIMKEN MERCY MEDICAL CENTER
NKA MERCY MEDICAL CENTER
Name of Defendant
(Print or Type)

By: 
Signature of Representative

CHRISTOPHER M. DADLEZ
Name of Representative
(Print or Type)

PRESIDENT & CEO
Title

5/15/01
Date

MAY 18 2001

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in State of Ohio v. AK Steel Corporation, et al.

TRW Inc.

Name of Defendant
(Print or Type)

By: David B. Goldston
Signature of Representative

David B. Goldston
Name of Representative
(Print or Type)

Assistant Secretary
Title

May 17, 2001
Date

MAY 21 2001

