

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO, ex rel. : Case No. 87-CV-12-7700
ANTHONY J. CELEBREZZE, JR. :
ATTORNEY GENERAL OF OHIO : JUDGE THOMPSON
 :
Plaintiff, :
 :
v. :
 :
TANSKY SAWMILL TOYOTA, INC., :
et al., :
 :
Defendants. :

CONSENT AGREEMENT

The Complaint in the above-captioned case having been filed herein, and the Plaintiff, State of Ohio, by its Attorney General, Anthony J. Celebrezze, Jr., (hereinafter "Plaintiff") and the Defendants, Tansky Sawmill Toyota, Inc., Ronald F. Wallace, John W. Haggard and Gary W. Board, (hereinafter "Defendants") having consented to the entry of this Consent Agreement.

NOW, THEREFORE, without trial of the issues of law or fact, and upon consent of the parties hereto, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

I. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to Chapter 3734. of the Ohio Revised Code ("R.C."). The Complaint states a claim upon which relief can be

granted against Defendants pursuant to R.C. Chapter 3734. This Court has jurisdiction over the parties hereto. Venue is proper in this Court.

II. PARTIES BOUND

2. The provisions of this Consent Agreement shall comply to and be binding upon Defendants, their agents, directors, officers, employees, servants, assigns, and successors in interest and those persons in active concert or participation with Defendants who have received actual notice of this Consent Agreement whether by personal service or otherwise. The provisions of this Consent Agreement shall not apply to Defendants, John W. Haggard and Gary W. Board except as it may relate to them as agents, officers, employees, or servants of Tansky Sawmill Toyota, Inc. and they are hereby dismissed from this matter without prejudice to Plaintiff.

III. SATISFACTION OF LAWSUIT

3. Plaintiff alleges in its Complaint that Defendants have conducted activities in violation of R.C. Chapter 3734. and the rules promulgated thereunder. Defendants do not admit any fact, violation or liability; however, in order to avoid further expensive and protracted litigation, the Defendants agree to this Consent Agreement to resolve this matter. This Consent Agreement requires Defendants to operate any business they now own or have a

majority interest in, in a manner designed to ensure compliance with Ohio Revised Code Chapter 3734. and rules promulgated thereunder. Compliance with the terms of this Consent Agreement shall constitute full satisfaction for Defendants' alleged civil liability for all violations of R.C. Chapter 3734. and the rules promulgated thereunder which have been alleged in Plaintiff's Complaint. Nothing in this Consent Agreement shall be construed to limit the authority of Plaintiff to seek relief for violations of any State or Federal law, other than for the violations referred to in the Complaint filed in this matter, of which Plaintiff does not now have knowledge.

IV. PERMANENT INJUNCTION

4. It is further ordered that Defendant Tansky Sawmill Toyota, Inc. d/b/a Tansky's Sales, d/b/a The Tansky Advantage, its officers, directors, agents, servants, employees, assigns, successors in interest and companies or subsidiaries or any company that the Defendant Tansky Sawmill Toyota, Inc. owns or has a majority interest in, be permanently enjoined from violating any provision of R.C. Chapter 3734. and any rules promulgated thereunder.

V. CIVIL PENALTIES

5. Defendants deny any liability for the imposition of civil penalties but, in order to avoid further expensive and protracted litigation and to resolve this matter, Defendant Tansky Sawmill Toyota, Inc. agrees to pay a civil penalty in the amount of Thirty-Five Thousand Dollars (\$35,000.00). Said penalty shall be paid by a certified check made payable to the order of "Treasurer, State of Ohio", and shall be forwarded to Plaintiff's counsel for deposit into the Hazardous Waste Clean-Up Account pursuant to R.C. Chapter 3734.28. Additionally, Defendant Tansky Sawmill Toyota, Inc. agrees to contribute equipment with a value of not less than Ten Thousand Dollars (\$10,000.00) to the Special Investigation Unit of the Ohio Environmental Protection Agency. The equipment will be used by the Special Investigations Unit in the investigation of potential environmental violations. A list of such equipment will be provided to counsel for the Defendants by the Ohio EPA, Special Investigation Unit. Ten Thousand Dollars (\$10,000.00) in lieu of equipment may be contributed by Defendant Tansky by putting said money in trust with the understanding that said money will be used by the Special Investigation Unit to purchase equipment to be used in its investigative efforts.

One-half of the Thirty-Five Thousand Dollars (\$35,000.00) civil penalty will be paid on or before December 30, 1988. One-half of the equipment to be contributed to the Special Investigation Unit of the Ohio Environmental Protection Agency

shall be contributed on or before February 28, 1989. The remaining one-half (\$17,500.00) of the civil penalty will be paid, and the remaining equipment due and owing to the Special Investigation Unit of Ohio EPA will be delivered, on or before June 30, 1989.

The deferred portion of the civil penalty and equipment will bear interest at the statutory rate provided for by R.C. 1343.03, which is ten percent (10%) annually. Thus, the remaining civil penalty that will be due and owing on June 30, 1989 will be \$18,375.00, and the remaining equipment due and owing to the Ohio EPA, Special Investigation Unit on the same day, shall have a value of at least \$5,166.65.

IV. MISCELLANEOUS

6. The Court retains jurisdiction of this suit for the purpose of making any order or decree at any time which it may deem necessary to carry out this Consent Agreement

7. Defendants shall pay the court costs of this action.

8. This Consent Agreement shall not be construed so as to preclude the state of Ohio or its agencies from seeking monetary, injunctive or other relief against Defendants for any violation of any State or Federal law, other than for the violations referred to in the Complaint filed in this matter, regardless of when the violations occurred. Nor, shall this Consent Agreement be construed to preclude the State of Ohio or its agencies from

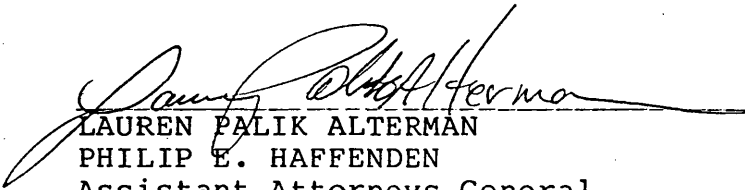
seeking monetary, injunctive or other relief against Defendants for any violation of any State or Federal law which violation occurs subsequent to the filing of this Consent Agreement.

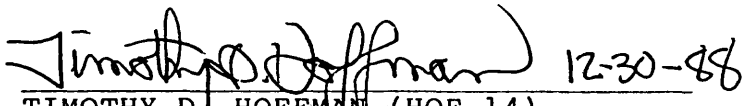
JUDGE
COURT OF COMMON PLEAS
FRANKLIN COUNTY

Date

APPROVED:

STATE OF OHIO, ex rel.
ANTHONY J. CELEBREZZE, JR.
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