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

HOBART CORPORATION, KELSEY-HAYES COMPANY, and NCR CORPORATION, Plaintiffs, vs. THE DAYTON POWER AND LIGHT COMPANY, WASTE MANAGEMENT OF OHIO, INC., *as successor to* Industrial Waste Disposal Co. Inc., *and to* Blaylock Trucking and Waste Removal *and to* SCA Services of Ohio, Inc. *and to* Container Services, Inc. a/k/a Container Service, Inc., *and to* General RefuseService, Inc, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC, *as successor to* The Dayton Tire & Rubber Company, BRIDGESTONE/FIRESTONE, INC. *f/k/a* The Dayton Tire & Rubber Company; CARGILL, INC., MONSANTO COMPANY, *a/k/a* Monsanto Research Company *n/k/a* Pharmacia Corporation, VALLEY ASPHALT CORPORATION, A.E. FICKERT, INC., BRADFORD SOAP INTERNATIONAL, INC., *as successor to* The Hewitt Soap Company, Inc., CINTAS CORPORATION, *as successor to* Van Dyne-Crotty, Inc., CITY OF DAYTON, OHIO, COCA-COLA REFRESHMENTS USA, INC., *as successor to* Dayton Coca-Cola Bottling Co., CONAGRA GROCERY PRODUCTS CO., LLC, *as successor to* McCall Corp., COX MEDIA GROUP OHIO, INC., *as successor to* Dayton Daily News *and to* Dayton Journal Herald, DAP PRODUCTS INC.,	)	CASE NO. 3:13-cv-115 **COMPLAINT**

DAY INTERNATIONAL, INC.,*as successor to*)
The Dayton Rubber Company,)
DAYTON INDUSTRIAL DRUM, INC.,)
DAYTON BOARD OF EDUCATION,)
FLOWSERVE CORPORATION, *as successor*)
to Duriron Corporation,)
FRANKLIN IRON & METAL CORP.,)
GLAXOSMITHKLINE LLC, *as successor to*)
DAP Products Inc.,)
HARRIS CORPORATION, *as successor to*)
Harris-Seybold Co.,)
HEWITT SOAP WORKS, INC., *as successor to*)
The Hewitt Soap Company, Inc.,)
KIMBERLY-CLARK CORPORATION,)
L.M. BERRY AND COMPANY LLC, *as*)
successor to L. M. Berry and Company,)
THE OHIO BELL TELEPHONE COMPANY,)
P-AMERICAS, LLC, *as successor to* Pepsi-)
Cola General Bottlers of Ohio, Inc.,)
THE PEERLESS TRANSPORTATION)
COMPANY,)
PPG INDUSTRIES, INC.,)
THE REYNOLDS AND REYNOLDS)
COMPANY,)
THE SHERWIN-WILLIAMS COMPANY,)
THE STANDARD REGISTER COMPANY,)
STATE OF OHIO,)
UNITED STATES OF AMERICA,)
UNITED STATES DEPARTMENT OF)
DEFENSE,)
UNITED STATES DEPARTMENT OF)
ENERGY,)
UNIVERSITY OF DAYTON, and)
"JOHN DOE" CORPORATION(S), one or)
more unknown entities,

Defendants.

Now come Plaintiffs Hobart Corporation ("Hobart"), Kelsey-Hayes Company ("Kelsey-Hayes"), and NCR Corporation ("NCR") (collectively "Plaintiffs "), by and through their attorneys, and for their Complaint against Defendants hereby state as follows:

NATURE OF THE ACTION AND JURISDICTION

1. This is a civil action pursuant to Sections 107(a)(1), (a)(2), (a)(3), and (a)(4) and 113(f)(3)(B) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9607 (a)(1), (a)(2), (a) (3), and (a)(4) and 9613(f)(3)(B) ("CERCLA"), for the recovery from Defendants of response costs which Plaintiffs have expended to date and will expend in the future in response to releases and threatened releases of hazardous substances, and pursuant to O hio common law, for costs which Plaintiffs have incurred and will incur in the future.

2. This action concerns the South Dayton Dump and Landfill Site located on approximately 80 acres at 1975 Dryden Road (also known as Springboro Pike) in Moraine, Ohio (the "Site").

3. The United States Environmental Protection Agency ("EPA") has identified contaminants at the Site consisting of certain hazardous substances in liquid, solid and/or gaseous state s including, but not limited to, 1,2-dichloroethene, tetrachloroethene, toluene, polychlorinated biphenyls ("PCBs"), vinyl chloride, arsenic, barium, cadmium, chromium, mercury, nickel, lead, zinc, and polynuclear aromatic hydrocarbons ("PAHs"), including phenanthrene, benzo[a]anthracene, benzo[a]pyrene, and flouranthene (the "Contamination " or "Contaminants "). EPA proposed the Site for listing on the National Priorities List in 2002 pursuant to Section 105 of CERCLA,42 U.S.C. §9605, but withdrew its proposed listing. EPA again proposed the Site for listing in 2004, based on its calculation of a Hazard Ranking Score of greater than 28.5. The Siteremains proposed for listing but EPA has not taken final action.

4. Plaintiffs entered into an "Administrative Settlement Agreement and Order on Consent" ("2006 ASAOC") with EPA for performance of the remedial investigation and

feasibility study ("RI/FS") for the Site in compliance with the N ational Conting ency Plan. Response costs incurred and to be incurred by Plaintiffs pursuant to the 2006 ASAOC are not the subject of this action but were addressed in Hobart Corporation et al. v. Waste Management of Ohio, Inc. et al. ("Hobart I") and Hobart Corporation et al. v. Coca -Cola Enterprises, Inc. et al. ("Hobart II "), both presently on appeal to the Sixth Circuit Court of Appeals (Hobart Corporation, et al. v. Waste Management of Ohio, Inc., et al., No. 13-3273 (6th Cir. filed Mar. 4, 2013); Hobart Corporation, et al. v. Coca -Cola Enterprises, Inc., et al. , Nos. 13 -3276 and 13 - 3362 (6th Cir. filed Mar. 4, 2013).

5. On or about April 5, 2013, Plaintiffs entered into a n "Administrative Settlement Agreement and Order on Consent for Removal Action " ("2013 ASAOC") (a copy of which is attached as Exhibit A) with EPA for performance of activities at the Site related to potential vapor intrusion risks.

6. Plaintiffs have incurred and will incur costs in performa nce of the work required by the 2013 ASAOC including, but not limited to, costs of investigation, testing, evaluating and removal of some or all of the Co ntamination. Plaintiffs by this action seek recovery of those costs from Defendants and an order declaring that Defendants are liable for future costs of responding to the Contamination.

7. In addition to costs incurred in complying with the 2013 ASAOC, Plaintiffs have incurred and will incur other necessary costs of response, including but not limited to work performed in identifying other PRPs.

8. This Court has jurisdiction over this action pursuant to 42 U.S.C. §§9607 and 9613(b), providing jurisdiction over controversies arising under CERCLA; 28 U.S.C. §1331,

providing jurisdiction over federal questions; and 28 U.S.C. §§2201 -2202 and 42 U.S.C. §9613(g)(2), providing jurisdiction over declaratory judgment actions.

9. Venue is proper in this District pursuant to 42 U.S.C. §9613(b) and 28 U.S.C. §1391(b) because the property where the releases and threatened releases of hazardous substances have occurred is located within the territorial limits of this District, the damages giving rise to these claims occurred in this District and multiple Defendants reside in this District.

10. Pursuant to 42 U.S.C. § 9613(l), a copy of the complaint was provided to the Attorney General of the United States and a copy of the complaint was provided to the Administrator of the United States Environmental Protection Agency.

PARTIES

11. Plaintiff Hobart is a Delaware corporation with its principal place of business in Glenview, Illinois.

12. Plaintiff Kelsey -Hayes is a Delaware corporation with its principal place of business in Livonia, Michigan.

13. Plaintiff NCR is a Maryland corporation with its principal place of business in Duluth, Georgia

14. Upon information and belief, DefendantThe Dayton Power and Light Company ("DP&L") is an Ohio corporation whose principal place of business is located at 1065 Woodman Drive, Dayton, Ohio 45432 .

15. Upon information and belief, Defendant Waste Management of Ohio, Inc. is an Ohio corporation whoseprincipal place of business is located at 1001Fannin, Suite 4000, Houston, Texas 77002.

16. Upon information and belief, Defendant Bridgestone Americas Tire Operations, LLC ("BATO") is a Delaware corporation whose principal place of business is located at 535 Marriott Drive, Nashville, Tennessee 37214.

17. Upon information and belie f, Defendant Bridgestone/Firestone, Inc., *f/k/a* The Dayton Tire & Rubber Company is a Delaware corporation whose principal place of bus iness is located at 50 Century Boulevard, Nashville, Tennessee 37214.

18. Upon information and belief, Defendant Cargill, Inc. is a Delaware corporation whose principal place of business is located at 15407 McGinty Road West, Wayzata, Minnesota 55391-2399.

19. Upon information and belief, Defendant Monsanto Company, *a/k/a* Monsanto Research Company, *n/k/a* Pharmacia Corporation ("Monsanto") is a Delaware corporation whose principal place of business is located at 300 North Lindbergh Boulevard, Creve Couer, Missouri 63167.

20. Upon information and belief, Defendant Valley Asphalt Corporation ("Valley Asphalt") is an Ohio corporation whose principal place of business is located at 11641 Mosteller Road, Cincinnati, Ohio 45241 .

21. Upon information and belief, Defendant A.E. Fickert, Inc. is an Ohio corporation whose principal place of business is 2908 Springboro West, Dayton, Ohio 45439.

22. Upon information and belief, Defendant Bradford Soap International, Inc. is a Rhode Island corporation whose principal place of business is located at 200 Providence Street, West Warwick, Rhode Island 02893.

23. Upon information and belief, Defendant Cintas Corporation is a Washington corporation whose principal place of business is located at 6800 Cintas Boulevard, Cincinnati, Ohio 45262.

24. Defendant City of Dayton , Ohio, is a municipal corporation organized under the laws of the State of Ohio situated in Montgomery County, Ohio.

25. Upon information and belief, Defendant Coca -Cola Refreshments USA, Inc . is a Delaware corporation whose principal place of business is located at 1 Coca-Cola Plaza, Atlanta, Georgia 30313.

26. Upon information and belief, Defendant ConAgra Grocery Products Co., LLC ("ConAgra") is a Delaware corporation whose principal place of business is located at 215 West Diehl Road, Naperville, Illinois 60563-1278.

27. Upon information and belief, Defendant Cox Media Group Ohio, Inc. ("Cox") is a Delaware corporation whose principal place of business is located at 1611 South Main Street, Dayton, Ohio 44258.

28. Upon information and belief, Defendant DAP Products Inc. ("DAP") is a Delaware corporation whose principal place of business is located at 2628 Pearl Road, Medina, Ohio 44258.

29. Upon information and belief, Defendant Day International, Inc. is a Delaware corporation whose principal place of business is located at 130 West Second Street, Dayton, Ohio 45402.

30. Upon information and belief, Defendant Dayton Industrial Drum, Inc. is an Ohio corporation whose principal place of business is located at 1880 Radio Rd., Dayton, Ohio 45431.

31. Upon information and belief, Defendant Dayton Boardof Education is a municipal body politic within the State of Ohio whose principal place of business is located at 115 South Ludlow Street, Dayton, Ohio 45402.

32. Upon information and belief, Defendant Flowserve Corporation ("Flowserve") is a New York corporation whose principal place of business is located at 5215 N. O'Connor B lvd., Suite 2300, Irving, Texas75039.

33. Upon information and belief, Defendant Franklin Iron & Metal Corp. ("Franklin") is an Ohio co rporation whose principal place of business is located at 125 N . Torrence Street, Dayton, Ohio45403.

34. Upon information and belief, Defendant GlaxoSmithKline LLC is a Delaware limited liability company whose principal place of business is located at105 North Market Street, Suite 622, Wilmington, Delaware 19801.

35. Upon information and belief, Defendant Harris Corporation is a Delaware corporation whose principal place of business is located at 1 025 West NAS A Boulevard, Melbourne, Florida32919.

36. Upon information and belief, DefendantHewitt Soap Works, Inc is a Rhode Island corporation whose principal place of business is located at200 Providence Street, West Warwick, Rhode Island 02893.

37. Upon information and belief, Defendant KimberlyClark Corporation is a Delaware corporation whose principal place of business is located inDallas, Texas 75261-9100.

38. Upon information and belief, Defendant L.M. Berry and Company LLC is a Georgia corporation whose principal place of business is located at 3100 Ke ttering Boulevard, Dayton, Ohio45439.

39. Upon information and belief, Defendant The Ohio Bell Telephone Company ("Ohio Bell") is an Ohio corporation whose principal place of business is located at 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114.

40. Upon information and belief, Defendant P -Americas, LLC is a Delaware Corporation whose principal place of business is located at 1 Pepsi Way, Somers, New York 10589.

41. Upon information and belief, Defendant The Peerless Transportation Company ("Peerless") is an Ohio corporation whose principal place of business is located at 1 Specialty Place, Dayton, Ohio 45408.

42. Upon information and belief, Defendant PPG Industries, Inc. is a Pennsylvania corporation whose principal place of business is located at One PPG Place, Pittsburgh, Pennsylvania 15272.

43. Upon information and belief, Defendant The Reynolds and Reynolds Company is an Ohio corporation whose principal place of business is located at One Reynolds Way, Kettering, Ohio 45430.

44. Defendant The Sherwin-Williams Company is an Ohio corporation whose principal place of business is located at 101 West Prospect Avenue, Cleveland, Ohio 44115.

45. Upon information and belief, Defendant The Standard Register Company is an Ohio corporation whose principal place of business is located at 600 Albany Street, Dayton, Ohio 45417.

46. Defendant State of Ohio is one of the United States of America. The office of Secretary of State is located at 180 East Broad Street, 16th Floor, Columbus, Ohio 43215.

47. Defendant United States Department of Defense and Defendant United States Department of Energy each is a department of Defendant United States of America

48. Upon information and belief, Defendant University of Dayton is an Ohio not-for-profit corporation whose principal place of business is located at 300 College Park, Dayton, Ohio 45469.

49. Upon information and belief, Defendant John Doe Corporation(s) is one or more unknown entities which transported waste to the Site or arranged for the disposal of hazardous substances at the Site.

50. Each Defendant is being sued both individually and as a successor in interest to any other entity that may be lia ble to Plaintiffs under CERCLA. To the extent that any named Defendant is a successor to any such entity, the allegations asserted against that Defendant are to be construed to apply to all of the Defendants' predecessors.

51. Plaintiffs and Defendants are "persons" as defined by Sec tion 101(21) of CERCLA, 42 U.S.C. §9601(21).

GENERAL ALLEGATIONS

52. Waste disposal started at the Site in or before 1941. Known hazardous substances were disposed at the Site. The organic and inorganic compounds disposed at the Site include, but are not limit ed to cleaning solvents, materials containing PCBs, chemical solvents, cutting oils, paint, paint residue, Stoddard solvents, machine-tool water-based coolants, dielectric fluids, oils and brake fluids , in liquid, solid and/or gaseous states . In addition, hazardous substances released on adjacent properties have been allowed to migrate from adjacent properties through the groundwater to contaminate the Site.

53. The Site is a "facility" within the meaning of Section 101(9) of CERCLA, 42 U.S.C. §9601(9).

54. There has been a "release" and/or "threatened release" of hazardous substances at the Site within the meaning of Sections 101(22) and 107(a) of CERCLA, 42 U.S.C. §§ 9601(22) and 9607(a).

55. The organic and inorganic compounds detected at the Site at elevated levels are "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

56. The release and/or threatened release of hazardous substances at the Site has caused and will continue to cause Plaintiffs to incur response costs, including costs for removal and/or remedial actions as defined in Section 101(23) -(25) of CERCLA, 42 U.S.C. §9601(23) -(25). Such costs are necessary and consistent with the National Contingency Plan.

57. Defendant DP&L arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and around Dayton. DP&L contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site. In addition, DP&L released hazardous substances on its

property adjacent to the Site and these hazardous substances on its property mi grated through the groundwater to contaminate the Site. DP&L was a regular customer at the Site, and had its own key for 24 hour access to the Site for disposal of its waste materials, including wastes containing hazardous substances.

58. Defendant Waste Management of Ohio, Inc. or its predecessor is the legal successor in interest to Industrial Waste Disposal Co. Inc. ("IWD"). IWD accepted hazardous substances for transport to and disposal at the Site. IWD selected the Site for disposal of hazardous substances and contributed to Contamination at the Site through its disposal of wastes which included or contained hazardous substances at the Site.

59. Defendant Waste Management of Ohio, Inc. or its predecessor is the legal successor in interest to Blaylock Trucking and Waste Removal ("Blaylock"). Blaylock accepted hazardous substances for transport to and disposal at the Site. Blaylock selected the Site for disposal of hazardous substances and contributed to Contamination at the Site through its disposal of wastes which included or contained hazardous substances at the Site.

60. On information and belief, Defendant Waste Management of Ohio, Inc. or its predecessor is the legal successor in interest to SCA Services of Ohio, Inc. ("SCA"). SCA accepted hazardous substances for transport to and disposal at the Site. SCA selected the Site for disposal of hazardous substances and contributed to Contamination at the Site through its disposal of wastes which included or contained hazardous substances at the Site.

61. On information and belief, Defendant Waste Management of Ohio, Inc. or its predecessor is the legal successor in interest to Container Services, Inc. a/k/a Container Service, Inc. Container Services, Inc. a/k/a Container Service, Inc. accepted hazardous substances for transport to and disposal at the Site. Container Services, Inc. a/k/a Container Service, Inc. selected the Site for

disposal of hazardous substances andcontributed to Contamination at the Site through its disposal of wastes which included or containedhazardous substances at the Site.

62. On information and belief, Defendant Waste Management of Ohio, Inc. or its predecessor is the legal successor in interest to General Refuse Service, Inc.General Refuse Service, Inc. accepted hazardous substances for transport to and disposal at the Site.General Refuse Service, Inc. selected the Site for disposal of hazardous substances andcontributed to Contamination at the Site through its disposal of wastes which included or containedhazardous substances at the Site.

63. Defendant BATO is the legal successor in interest to The Dayton Tire & Rubber Company ("Dayton Tire"). Dayton Tire arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and around Dayton. Dayton Tire contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

64. Defendant Bridgestone/Firestone, Inc. is the legal successor in interest to Dayton Tire. Dayton Tire arr anged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and around Dayton. Dayton Tire contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

65. Defendant Cargill, Inc. arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and around Dayton. Cargill, Inc. contributed to Contamin ation at the Site through its disposal of wastes that included hazardous substances at the Site.

66. Defendant Monsanto arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and around

Dayton. Monsanto contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

67. Defendant A. E. Fickert, Inc. arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and around Dayton. A.E. Fickert, Inc. contributed to Contamination at the Site through its dispos al of wastes that included hazardous substances at the Site.

68. Defendant Bradford SoapInternational, Inc. or its predecessor is the legal successor in interest to The Hewitt Soap Company, Inc. ("Hewitt Soap"). Hewitt Soap arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and around Dayton. Hewitt Soap contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

69. Defendant Cintas Corporation or its predecessor is the legal successor in interest to Van Dyne-Crotty, Inc. Van Dyne -Crotty, Inc. arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and around Dayton. Van Dyne -Crotty, Inc. contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

70. Defendant City of Dayton , Ohio arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation loc ated in and around Dayton. The City of Dayton , Ohio contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

71. Defendant Coca -Cola Refreshments USA, Inc. or its predecessor is the legal successor in interest to Dayton Coca -Cola Bottling Co. ("Dayton Bottling"). Dayton Bottling arranged for the disposal of wastes at the Site, including waste containing ha zardous substances

from its facilities and operation located in and around Dayton. Dayton Bottl ing contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

72. Defendant ConAgra or its predecessor is the legal successor in interest to McCall Corporation. McCall Corporation arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operations located in and around Dayton. McCall Corporation contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

73. Defendant Cox or its predecessor is the legal successor in interest to Dayton Daily News and Dayton Journal Herald. Dayton Daily News and Dayton Journal Herald arranged for the disposal of wastes at the Site, including waste co ntaining hazardous substances from their facilities and operations located in and around Dayton. Dayton Daily News and Dayton Journal Herald contributed to Contamination at the Site through their disposal of wastes that included hazardous substances at the Site.

74. Defendant DAP arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and around Dayton. DAP contributed to Contamination at the Site through its disposal of waste s that included hazardous substances at the Site.

75. Defendant Day International, Inc. or its predecessor is the legal successor in interest to The Dayton Rubber Company. The Dayton Rubber Company arranged for the disposal of wastes at the Site, including wa ste containing hazardous substances from their facilities and operations located in and around Dayton. The Dayton Rubber Company contributed to

Contamination at the Site through their disposal of wastes that included hazardous substances at the Site.

76. Defendant Dayton Industrial Drum, Inc. arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and around Dayton. Dayton Industrial Drum, Inc. contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

77. Defendant Dayton Board of Education arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and around Dayton. Dayton Board of Education contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

78. Defendant Flowserve or its predecessor is the legal successor in interest to Duriron Corporation.Duriron Corporation arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and around Dayton. Duriron Corporation contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

79. Defendant Franklinarranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and around Dayton. Franklin contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

80. Defendant GlaxoSmithKline LLC or its predecessor is the legal successor in interest to DAP. DAP arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and a round Dayton. DAP

contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

81. Defendant Harris Corporation or its predecessor is the legal successor in interest to Harris-Seybold Co. Harris-Seybold Co. arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and around Dayton. Harris-Seybold Co. contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

82. Defendant Hewitt Soap Works, Inc. or its predecessor is the legal successor in interest to Hewitt Soap. Hewitt Soap arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and around Dayton. Hewitt Soap contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

83. Defendant Kimberly-Clark Corporation arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and around Dayton. Kimberly-Clark Corporation contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

84. Defendant L.M. Berry and Company LLC or its predecessor is the legal successor in interest to L.M. Berry and Company. L.M. Berry and Company arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and around Dayton. L.M. Berry and Company contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

85. Defendant Ohio Bell arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and around

Dayton. Ohio Bell contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

86. Defendant P-Americas, LLC or its predecessor is the legal successor in interest to Pepsi-Cola General Bottlers of Ohio, Inc. Pepsi-Cola General Bottlers of Ohio, Inc. arranged for the disposal of wastes at the Site , including waste containing hazardous substances from its facilities and operations located in and around Dayton. Pepsi-Cola General Bottlers of Ohio, Inc. contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

87. Defendant Peerless accepted hazardous substances for transport to and disposal at the Site. Peerless selected the Site for disposal of hazardous substances and contributed to Contamination at the Site through its disposal of wastes which included or contained hazardous substances at the Site.

88. Defendant PPG Industries, Inc. arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and around Dayton. P PG Industries, Inc. contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

89. Defendant The Reynolds and Reynolds Company arranged for the disposal of wastes at the Site, including waste contain ing hazardous substances from its facilities and operation located in and around Dayton. The Reynolds and Reynolds Company contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

90. Defendant The Sherwin-Williams Company arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation

located in and around Dayton. The Sherwin-Williams Company contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

91. Defendant The Standard Register Company arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and around Dayton. The Standard Register Company contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

92. Defendant State of Ohio, through the Ohio Highway Department,arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and around Dayton. The State of Ohio, through the Ohio Highway Department,contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

93. Defendants United States of America, United States Department of Defense and/or United States Department of Energy, acting through various departments, agencies and instrumentalities, owned or operated laboratories in conjunction with Defendant Monsanto, one known as the "Mound Lab" in Miamisburg, Ohio and another known as the "Dayton Lab" in Dayton, Ohio. Defendants United States of America, United States Department of Defense and/or United States Department of Energy arranged for the disposal of wastes at the Site, including waste containing hazardous substances from the Mound Lab and the Dayton Lab. Defendants United States of America, United States Department of Defense and/or United States Department of Energy contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

94. Defendant University of Dayton arranged for the disposal of wastes at the Site, including waste containing hazardous substances from its facilities and operation located in and

around Dayton. University of Dayton contributed to Contamination at the Site through its disposal of wastes that included hazardous substances at the Site.

95. Defendant Valley Asphalt is an owner of property within the Site boundaries described byEPA.

96. Defendant Valley Asphalt arranged for the disposal of waste materials containing hazardous substances, including a large mound of asphalt on its property and on that of an adjacent land owner, alsowithin the boundaries of the Site.

97. The Valley Asphalt property also contains evidence of spills including stained soils.

98. There is no control of storm water or wa sh water runoff from the Valley Asphalt property. Storm water and runoff containing hazardous substances drains from the Valley Asphalt property onto the Site.

99. Contaminants have been detected in both the soil and groundwater at the Site at concentrations above background levels or maximum contaminant levels as established by EPA.

100. Contending that Plaintiffs were each a person who may be liable under Section 107(a) of CERCLA, 42 U.S.C. §9607(a), EPA requested that Plaintiffs enter into an administrative orde r on consent to conduct the RI/FS at the Site and to develop and evaluate potential remedial alternatives.

101. After negotiating with EPA, EPA agreed to suspend its proposed listing of the Site on the national priorities list and address the Site through its S uperfund Alternative Sites program. Plaintiffs and EPA entered into the 2006 ASAOC which became effective August 15, 2006.

102. Plaintiffs and EPA entered into the 2013 ASAOC which addresses potential vapor intrusion risks at the Site. The 2013 ASAOC became effective April 5, 2013.

103. The work to be performed pursuant to the 2013 ASAOC includes: (a) develop and implement a Site Health and Safety Plan; (b) conduct subsurface gas sampling, conduct extent of contamination sampling, and complete an investigation to determine whether concentrations of methane at the Site property boundary are greater than the lower explosive limit; (c) if the applicable screening level for a contaminant of concern is exceeded for a residential structure, design and install a vapor abatement mitigation system; (d) if the applicable screening level for a contaminant of concern is exceeded for a commercial structure, design and install a vapor abatement mitigation system; (e) if levels of methane at the Site property boundary are greater than the lower explosive limit and the methane is originating on the Site, design and install a landfill gas extraction system; (f) develop and implement a vapor abatement migration system performance sample plan; and (g) if necessary, develop and implement a landfill gas extraction system performance sample plan and a landfill gas extraction system effluent sample plan.

104. Plaintiffs have incurred response costs pursuant to the 2013 ASAOC and will continue to incur response costs in connection with the 2013 ASAOC and the Site. These costs have been and will continue to be (i) for actions taken in response to the release or threatened release of hazardous substances at the Site, within the meaning of 42 U.S.C. §9604; (ii) necessary costs of response incurred by Plaintiffs consistent with the National Contingency Plan, within the meaning of 42 U.S.C. §9607; and (iii) in excess of Plaintiffs' equitable shares, within the meaning of 42 U.S.C. §9613(f).

COUNT I: CERCLA COST RECOVERY UNDER SECTION 107(a)

105. Plaintiffs reallege and reincorporate by reference paragraphs 1 through 104 as if fully set forth herein.

106. Defendants DP&L, BATO as successor to Dayton Tire, Bridgestone/Firestone, Inc. f/k/a Dayton Tire, Cargill, Inc., Monsanto, Valley Asphalt, A.E. Fickert, Inc., Bradford Soap International, Inc. as successor to Hewitt Soap , Cintas Corporation as successor to Van Dyne - Crotty, Inc., City of Dayton, Ohio, Coca-Cola Refreshments USA, Inc. as successor to Dayton Bottling, ConAgra as successor to McCall Corporation, Cox as successor to Dayton Daily News and to Dayton Journal Herald, DAP, Day International, Inc. as successor to The Dayton Rubber Company, Dayton Industrial Drum, Inc., Dayton Board of Education, Flowserve as successor to Duriron Corporation, Franklin, GlaxoSmithKline LLC as successor to DAP, Harris Corporation as successor to Harris -Seybold Co., Hewitt Soap Works, Inc. as successor to Hewitt Soap, Kimberly-Clark Corporati on, L.M. Berry and Company LLC as successor to L.M. Berry and Company, Ohio Bell, P-Americas, LLC as successor to Pepsi -Cola General Bottlers of Ohio, Inc., PPG Industries, Inc., The Reynolds and Reynolds Company, The Sherwin -Williams Company, The Standard Register Company, State of Ohio, United St ates of America, United States Department of Defense, United States Department of Energy and University of Dayton are each a person who arranged for disposal or treatment at the Site, or arranged with a transporter for transport for disposal or treatment at the Site, of hazardous substances owned or possessed by it. Therefore, DP&L, BATO, Bridgestone/Firestone, Inc. *f/k/a* Dayton Tire, Cargill, Inc., Monsanto, Valley Asphalt, A.E. Fickert, Inc., Bradford Soap International, Inc., Cintas Corporation, City of Dayton, Ohio, Coca-Cola Refreshments USA, Inc., ConAgra, Cox, DAP, Day International, Inc., Dayton Industrial Drum, Inc., Dayton Board of Education, Flowserve,

Franklin, GlaxoSmithKline LLC, Harris Corporation, Hewitt Soap Works, Inc., Kimberly-Clark Corporation, L.M. Berry and Company LLC, Ohio Bell, P-Americas, LLC, PPG Industries, Inc., The Reynolds and Reynolds Company, The Sherwin-Williams Company, The Standard Register Company, State of Ohio, United States of America, United States Department of Defense, United States Department of Energy and University of Dayton are liable under CERCLA Section 107(a)(3), 42 U.S.C. §9607(a)(3).

107. Defendant Valley Asphalt is also a person who owns and operates property at which hazardous wastes have come to be disposed of and released or threatened to be released. Therefore, Defendant Valley Asphalt is liabl e under CERCLA Section 107(a)(1), 42 U.S.C. §9607(a)(1).

108. Defendant Valley Asphalt is also a person who at the time of disposal of a hazardous substance owned and operate d property at which hazardous wastes have come to be disposed of and released or threatened to be released. Therefore, Defendant Valley Asphalt is liable under CERCLA Section 107(a)(2), 42 U.S.C. §9607(a)(2).

109. Defendant DP&L is also a person who at the time of disposal of a hazardous substance owned and operated property at which hazar dous wastes have come to be disposed of and released or threatened to be released. Therefore, DP&L is liable under CERCLA Section 107(a)(2), 42 U.S.C. §9607(a)(2).

110. Defendants Waste Management of Ohio, Inc., as a successor to IWD and to Blaylock Trucking a nd Waste Removal , and to SCA , and, on information and belief, to Container Services, Inc. a/k/a Container Service, Inc. and to General Refuse Service, Inc. and Peerless, are persons who accepted hazardous substances for transport to the Site, having selected the Site for disposal of the hazardous substances. Therefore, Defendant s Waste

Management of Ohio, Inc. and Peerless are liable under CERCLA Section 107(a)(4), 42 U.S.C. §9607(a)(4).

111. A release or threatened release of hazardous substances has occurred at the Site, which has caused and will continue to cause the incurrence of response costs.

112. Under CERCLA Section 107(a)(4)(B), 42 U.S.C. §9607(a)(4)(B), Plaintiffs are entitled to cost recovery from each Defendant for response costs incurred in connection with the 2013 ASAOC and for future response costs to be incurred by Plaintiffs in connection with the Site.

COUNT II: CERCLA CONTRIBUTION UNDER SECTION 113(f)(3)(B)

113. Plaintiffs reallege and reincorporate by reference paragraphs 1 through 112 as if fully set forth herein.

114. Under CERCLA Section 113(f)(3)(B), 42 U.S.C. §9613(f)(3)(B), Plaintiffs are entitled to contribution from each Defendant for response costs incurred in connection with the 2013 ASAOC and for future response costs to be incurred by Plaintiffs in connection with the Site and to an allocation by the Court of the response costs and future response costs as between Plaintiffs and each Defendant using such equitable factors as the Court determines are appropriate.

COUNT III: UNJUST ENRICHMENT

115. Plaintiffs reallege and reincorporate by reference paragraphs 1 through 114 as if fully set forth herein.

116. By arranging for the disposal or treatment of hazardous substances at the Site by another party or entity, and/or arranging with a transporter for transport for disposal or treatment of hazardous substances at the Site by another party or entity, and/or accepting

hazardous substances for transport to the Site, and/or owning or operating a facility from which there has been a release, and/or by owning or operating a facility at which hazardous substances were disposed of at the time of disposal of such hazardous substance , Defendants have caused response costs to be incurred by Plaintiffs at the Site.

117. Plaintiffs have conferred, and will continue to confer, benefits on each Defendant by paying each Defendant's share of the response costs in performance of the 2013 ASAOC at the Site. To the extent that Pla intiffs have paid such costs which are the legal obligation of Defendants, Plaintiffs have discharged the liabilities of Defendants. Thus, Defendants have been and will continue to be unjustly enriched at the expense of Plaintiffs.

118. Plaintiffs have conferred, and will continue to confer, benefits on each Defendant by incurring other necessary costs of response at the Site, including but not limited to work performed in identifying other PRPs. Thus, Defendants have been and will continue to be unjustly enriched at the expense of Plaintiffs.

COUNT IV: CERCLA DECLARATORY JUDGMENT

119. Plaintiffs reallege and reincorporate by reference paragraphs 1 through 118 as if fully set forth herein.

120. An actual controversy exists, within the meaning of 28 U.S.C. §2201 and CERCLA Section 113(g)(2), 42 U.S.C. §9613(g)(2), between Plaintiffs and Defendants with respect to their respective rights and responsibilities for the response costs incurred in connection with the 2013 ASAOC and to be incurred with respect to the Contamination at the Site.

121. Plaintiffs are entitled to a declaratory judgment on liability for response costs that will be binding in any subsequent action or actions to recover further respons e costs and

which declares that the Defendants are liable under CERCLA Section 107(a), 42 U.S.C. §9607(a), and/or CERCLA Section 113(f)(3)(B), 42 U.S.C. §9613(f)(3)(B), for all or their proper share of response costs incurred and to be incurred by Plaintif fs with respect to the Contamination at the Site, pursuant to CERCLA Section 113(g)(2), 42 U.S.C. §9613(g)(2), and 28 U.S.C. §§2201 -2202.

THEREFORE, Plaintiffs request that the Court:

A. Enter a judgment under 42 U.S.C. §§9607(a)(4)(B), 9613(f)(3)(B) an d 9613(g)(2) against each Defendant, finding that Plaintiffs are entitled to cost recovery and/or contribution from each Defendan t for response costs incurred in connection with the 2013 ASAOC and for future response costs to be incurred by Plaintiffs in c onnection with the Contamination at the Site, and to an allocation by the Court of the response costs and future response costs as between Plaintiffs and each Defendant using such equitable factors as the Court determines are appropriate;

B. Enter an Order declaring that each Defendant has been unjustly enriched by virtue of Plaintiffs' payment of response costs incurred in connection with the 2013 ASAOC;

C. Enter a declaratory judgment against each Defendant that Plaintiffs are entitled to cost recovery and/or contribution from each Defendant for response costs incurred in connection with the 2013 ASAOC and for future response costs to be incurred by Plaintiffs in connection with the Contamination at the Site and to an allocation by the Court of the response costs and future response costs as between Plaintiffs and each Defendant using such equitable factors as the Court determines are appropriate;

D. Award Plaintiffs prejudgment interest, costs and attorneys fees as allowed by law; and

E. Grant other such relief as the Court deems appropriate.

/s/ James A. Dyer
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Plaintiffs' Trial Attorney

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

IN THE MATTER OF:

South Dayton Dump and Landfill Site
Moraine, Montgomery County, Ohio

Respondents:

Hobart Corporation
NCR Corporation
Kelsey-Hayes Company

ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR REMOVAL ACTION

Docket No. _____

Proceeding Under Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent (Settlement Agreement) is entered into voluntarily by the United States Environmental Protection Agency (U.S. EPA) and Respondents. This Settlement Agreement provides for the performance of removal actions by Respondents and the payment of certain response costs incurred by the United States at or in connection with the South Dayton Dump and Landfill Site (Site) located at 1975 Dryden Road in Moraine, Montgomery County, Ohio.

2. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622. This authority has been delegated to the Administrator of the U.S. EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Regional Administrators by U.S. EPA Delegation Nos. 14-14-A, 14-14-C and 14-14-D, and to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-A, 14-14-C and 14-14-D.

3. U.S. EPA has notified the State of Ohio (the "State") of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. U.S. EPA and Respondents recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Settlement Agreement do not constitute an admission of any liability. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of facts, conclusions of law, and determinations in Sections IV (Findings Of Fact) and V (Conclusions Of Law And Determinations) of this Settlement Agreement. Respondents agree to comply with and be bound by the terms of this Settlement Agreement and further agree that they will not contest the basis or validity of this Settlement Agreement or its terms.

II. PARTIES BOUND

5. This Settlement Agreement applies to and is binding upon U.S. EPA and upon Respondents and their heirs, successors and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities under this Settlement Agreement.

6. Respondents are jointly and severally liable for carrying out all activities required by this Settlement Agreement. In the event of the insolvency or other failure of any one or more Respondents to implement the requirements of this Settlement Agreement, the remaining Respondents shall complete all such requirements.

7. Respondents shall ensure that their contractors, subcontractors, and representatives

comply with this Settlement Agreement. Respondents shall be responsible for any noncompliance by Respondents, their contractors, subcontractors, and representatives, with this Settlement Agreement.

III. DEFINITIONS

8. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

"Day" shall mean a calendar day unless otherwise specified. In computing any period of time under this Settlement Agreement, 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.

"Effective Date" shall be the effective date of this Settlement Agreement as provided in Section XXX (Effective Date).

"Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Settlement Agreement, in overseeing implementation of the Work, or otherwise implementing, overseeing, or enforcing this Settlement Agreement on or after the Effective Date. Future Response Costs shall also include, but not be limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Paragraph 24 (including, but not limited to, costs and attorneys fees and any monies paid to secure access, including, but not limited to, the amount of just compensation), and Paragraph 35 (emergency response). Future Response Costs shall also include all costs, including, but not limited to, direct and indirect costs, incurred prior to the Effective Date, but paid after that date. Future Response Costs shall also include all "Interim Response Costs," and all Interest on those Past Response Costs Respondents have agreed to pay under this Settlement Agreement that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from June 5, 2012 to the Effective Date.

"Respondents" shall mean Hobart Corporation, NCR Corporation and Kelsey Hayes Company.

"Interest" shall mean interest at the rate specified for interest on investments of the U.S. EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

"Interim Response Costs" shall mean all costs, including direct and indirect costs, (a) incurred and paid by the United States in connection with the Site between September 30, 2012 and the Effective Date, or (b) incurred after June 5 and prior to the Effective Date, but paid after that date.

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

"Paragraph" shall mean a portion of this Settlement Agreement" identified by an Arabic numeral or an upper or lower case letter.

"Parties" shall mean EPA and Respondents.

"Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Site from June 5, 2012 through September 30, 2012, plus Interest on all such costs through such date.

"RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

"Respondents" shall mean the Hobart Corporation, NCR Corporation and Kelsey Hayes Company.

"Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

"Settlement Agreement" shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto (listed in Section XXIX (Severability/Integration/Attachments)). In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.

"Site" shall mean the South Dayton Dump and Landfill Superfund Site, encompassing approximately 80 acres, located at 1975 Dryden Road in Moraine, Ohio and depicted generally on the map attached as Attachment A.

"State" shall mean the State of Ohio.

"United States" shall mean the United States of America and each department, agency, and instrumentality of the United States, including U.S. EPA.

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

"Waste Material" shall mean 1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); 2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); 3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and 4) any "hazardous waste" under Ohio Revised Code , Section 3734.01 (J).

"Work" shall mean all activities Respondents are required to perform under this Settlement Agreement, except those required by Section XI (Record Retention).

IV. U.S. EPA'S FINDINGS OF FACT

9. Based on available information, including the Administrative Record in this matter, U.S. EPA hereby finds that:

a. The Site is located at 1901 through 2153 Dryden Road and 2225 East River Road in Moraine, Ohio. The Site is bounded to the north and west by the Miami Conservancy District floodway (part of which is included in the definition of the Site), the Great Miami River Recreational Trail and the Great Miami River beyond. The Site is bounded to the east by Dryden Road with light industrial facilities beyond, to the southeast by residential and commercial properties along East River Road with a residential trailer park beyond, and to the south by undeveloped land with industrial facilities beyond.

b. The Site is a former industrial landfill located at 1975 Dryden Road in Moraine, Ohio. It encompasses a total of 80 acres, significant portions of which contain landfilled waste. Approximately 40 acres of the landfill have been built over and/or are being used for other commercial/industrial purposes.

c. Approximately 25,060 people live within a 4-mile radius of the Site. Six single-family residences are located on the northwest side of East River Road and are adjacent to the southeast boundary of the Site. A seventh single family home is located on the southeast side of East River Road and is within 300 feet of the Site. A trailer park with several residences is also situated approximately 300 feet southeast of the Site at the southeast intersection of Dryden Road and East River Road.

d. From 1941 to the present, various members of the Boesch and Grillot families have owned a major portion of the property where dumping was conducted. Most of the properties that comprise the Site were acquired over time by Horace Boesch and Cyril Grillot.

e. The landfill operated from the early 1940s to 1996 and includes a partially filled sand and gravel pit. The landfill contains household waste, drums, metal turnings, fly ash, foundry sand, demolition material, wooden pallets, asphalt, paint, paint thinner, oils, brake fluids, asbestos, solvents, transformers and other industrial waste. As the excavated areas of the Site were filled, some of the property was sold and/or leased to businesses including Valley Asphalt and other businesses along Dryden Road and East River Road. The Miami Conservancy District

owns the southern part of the site including part of the large quarry pond.

f. Disposal of waste materials began at the Site in the early 1940s. Materials dumped at the Site included drummed wastes. Known hazardous substances were disposed at the Site, including drums containing hazardous waste from nearby facilities. Some of the drums contained cleaning solvents (1,1,1-trichloroethane ["TCA"]; methyl ethyl ketone ["MEK"]; and xylene); cutting oils; paint; stoddard solvents; and machine-tool, water-based coolants. The Site had previously accepted materials including oils, paint residue, brake fluids, chemicals for cleaning metals, solvents, etc. Large quantities of foundry sand and fly ash were dumped at the Site. Asbestos was also dumped at the Site.

g. U.S. EPA conducted a screening site inspection of the Site in 1991. Ohio EPA conducted a site team evaluation prioritization of the landfill in 1996. In 2002, U.S. EPA conducted an aerial photographic analysis of the site.

h. In 2000, Valley Asphalt removed several drums and 2,217 tons of contaminated soils from their property (northern area of the Site) that were uncovered when a sewer line was being excavated. U.S. EPA proposed the site to the National Priorities List in 2004.

i. In 2006, several potentially responsible parties (PRPs) for the Site agreed to conduct further studies and evaluate cleanup options at the Site under a Remedial Investigation/ Feasability Study (RI/FS). The RI/FS is being conducted under an Administrative Settlement Agreement and Order on Consent with U.S. EPA. In 2008, the PRPs agreed to conduct a streamlined RI/FS at the site. The PRPs conducted several investigations at the site from 2008 through 2010.

j. The 2008-2010 investigations conducted by the PRPs included geophysical surveys, test pit and test trench sampling, vertical aquifer sampling, landfill gas sampling and groundwater monitoring well installation and sampling. From these investigations, it was found that the groundwater contains vinyl chloride, trichloroethylene (TCE), 1,2-dichloroethene, arsenic, lead and other chemicals. Landfill gas contains methane, TCE and other volatile organic compounds. Based on the investigations, the PRPs agreed to divide the site work into two parts. Operable unit one (OU1) would involve evaluating cleanup alternatives to address 55 acres of the landfill, and would include cleanup alternatives that would allow on-site business to remain safely operating at the site.

k. In June 2012, U.S. EPA, in consultation with Ohio EPA, determined that additional data must be collected on groundwater and potential hot spots before selecting a remedy for OU1. U.S. EPA anticipated oversight of additional OU1 RI/FS field work, with a proposed cleanup plan and final OU1 remedy selection by March 2015.

l. Operable unit two (OU2) will involve more detailed investigations of the landfill materials in remaining site areas, surface water and sediment in the on-site Quarry Pond and the Great Miami River, floodplain soils, and off-site groundwater. U.S. EPA expects the PRPs to submit a work plan for the OU2 work in 2014.

m. In a letter dated June 5, 2012, U.S. EPA RPM Karen Cibulskis requested U.S. EPA Emergency Response Branch assistance to determine if the Site met the criteria for a time-critical removal action. The letter requested removal assistance in evaluating U.S. EPA's options for addressing current and potential vapor intrusion risks at the Site, including whether removal authority could be appropriately used to implement mitigation measures to address all or some of the current and threatened risks posed by VOCs (primarily TCE) in sub-slab soil gas at 12 commercial/industrial buildings built over the landfill, and at an adjacent commercial/industrial building. PRP Vapor intrusion sampling in January and March 2012 has shown TCE sub-slab vapor levels as high as 5,600 parts per billion by volume [ppbv] and TCE indoor air vapor levels as high as 13 ppbv, a documented completed exposure pathway.

n. At the occupied building located at 2031 Dryden Road, methane was detected in a laboratory sub-slab sample at 0.97%, which exceeds the Ohio Department of Health (ODH) sub-slab methane screening level of 0.5%. Based on field data methane was not detected in the indoor air.

o. In Building 2 located at 1903 Dryden Road, which is used for storage, methane was detected in a laboratory sub-slab sample above 100% of the LEL (sample concentration 6.6% methane by volume), but was not detected in indoor air (based on field data). Building 2 is currently closed to access.

p. On July 6, 2012, the ODH provided health-based guidance to evaluate the results of Vapor Intrusion sub-slab and indoor air sampling for chemicals of concern at the Site. The Agency for Toxic Substances and Disease Registry (ATSDR) and the ODH identified residential and non-residential sub-slab and indoor air screening levels.

q. In a letter dated July 17, 2012, the Ohio EPA expressed concerns about the risk to human health from indoor air exposure to VOCs and the risk of explosive conditions from landfill gas. Ohio EPA views the Site as a threat to the on-Site and surrounding businesses and residences, and supports the Remedial Branch's request for assistance from the Removal Branch in evaluating options for addressing current and potential vapor intrusion risks at the Site.

r. Between July 12 and August 8, 2012, U.S. EPA conducted a Removal Site Investigation at the Site including residential and non-residential sub-slab sampling and the installation of soil gas vapor probes along the Site's eastern perimeter. U.S. EPA sampling has confirmed a completed exposure pathway with respect to Vapor Intrusion.

s. Vapor intrusion sampling results from 2012 by U.S. EPA and the PRPs have documented vapor intrusion is occurring at the Site. Five non-residential buildings have shown sub-slab TCE concentrations greater than the ODH sub-slab screening level (as high as 17,000 ppbv) and indoor air TCE concentrations greater than the ODH indoor air screening level of 2 ppbv (as high as 50 ppbv). One non-residential building has shown a crawl space PCE concentration at 38 ppbv which exceeds the ODH indoor air PCE screening level of 25 ppbv. In addition, one non-residential building has shown a sub-slab methane level of 6.6%. Methane is explosive between 5% and 15%.

t. U.S. EPA has documented methane levels using field screening and soil gas samples in GP-2 (12-foot and 16-foot depths) ranging from 2.5% to 24.1%. These results are greater than the ODH sub-slab methane screening level of 0.5% and Ohio EPA's perimeter regulatory level of 5% (lower explosive limit). GP-2 is located off-Site, on the eastside of Dryden Road and adjacent to a Dayton Power & Light building. The source of the methane levels in GP-2 has not been determined.

V. U.S. EPA'S CONCLUSIONS OF LAW AND DETERMINATIONS

10. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, U.S. EPA has determined that:

a. The South Dayton Dump and Landfill Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, includes "hazardous substance(s)" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Each Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for performance of response actions and for response costs incurred and to be incurred at the Site.

i. Respondents NCR Corporation, Hobart Corporation and Kelsey-Hayes Company arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3)

e. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility into the "environment" as defined by Sections 101(22) and 101(8) of CERCLA, 42 U.S.C.§§ 9601(22) and 9601(8).

f. The conditions present at the Site constitute a threat to public health, welfare, or the environment based upon the factors set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan, as amended (NCP), 40 C.F.R. § 300.415(b)(2). These factors include, but are not limited to, the following:

i. Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances, pollutants or contaminants; this factor is present at the Site due to the existence of vapor intrusion which occurs when vapors produced by a chemical spill or groundwater contamination plume migrate through soil into the foundations of structures and into the indoor air. When chemicals are spilled on

the ground, they will seep into the soil and make their way into the groundwater. VOCs, including TCE, produce vapors that travel through soil. These vapors can enter a home or building through cracks in the foundation or into a basement with a dirt floor or concrete slab.

To date, U.S. EPA and the PRPs have conducted vapor intrusion sampling and have documented the following VOC and methane exceedances:

- One non-residential building (2003 Dryden Road – Building 2) showed a sub-slab 1,1-DCA level greater than the ODH sub-slab 1,1-DCA screening level of 160 ppbv, with a high 1,1-DCA concentration of 4,100 ppbv.

- Three non-residential buildings (1903 Dryden Road – Building 2, 2003 Dryden Road – Building 2 and 2031 Dryden Road – Building 1) showed sub-slab benzene levels greater than the ODH sub-slab benzene screening level of 20 ppbv, with a high benzene concentration of 540 ppbv in the sub-slab vapor sample collected from beneath 2031 Dryden Road-Building 1. An indoor air sample collected at 2003 Dryden Road – Building 2 showed a benzene concentration of 2.4 ppbv, which exceeds the ODH indoor air benzene screening level of 2 ppbv. This documents a completed exposure pathway for vapor intrusion.

- Two non-residential buildings (2015 Dryden Road, Building 1 and 2031 Dryden Road, Building 1) showed sub-slab cis-1,2-DCE levels greater than the ODH sub-slab cis-1,2-DCE screening level of 370 ppbv, with a high cis-1,2-DCE concentration of 27,000 ppbv at 2031 Dryden Road, Building 1.

- Three non-residential buildings (1903 Dryden Road, Building 2; 2003 Dryden Road, Building 2; and 2031 Dryden Road, Building 1) showed sub-slab vinyl chloride levels greater than the ODH sub-slab vinyl chloride screening level of 20 ppbv, with a high vinyl chloride concentration of 5,500 ppbv.

- Thirteen non-residential buildings showed sub-slab TCE levels greater than the ODH sub-slab TCE screening level of 20 ppbv, with a high TCE concentration of 17,000 ppbv. Five of the thirteen non-residential buildings show indoor air TCE levels greater than the ODH indoor air TCE screening level of 2 ppbv, with a high TCE concentration of 50 ppbv, documenting a completed exposure pathway. This indoor air TCE result is 2.5 times greater than the removal action screening level provided by ODH. In addition, one non-residential on-Site structure showed a crawl space PCE level greater than the ODH indoor air PCE screening level of 25 ppbv, with a PCE concentration of 38 ppbv.

- One non-residential building (2031 Dryden Road – Building 1) showed a sub-slab m,p-xylene sub-slab concentration of 2,100 ppbv, which exceeds the m,p-xylene screening level of 2,000 ppbv; and an o-xylene sub-slab concentration of 2,000 ppbv, which equals the o-xylene screening level of 2,000 ppbv.

- 2031 Dryden Road, Building 1 showed a sub-slab methane level of 2.2% and 1903 Dryden Road, Building 2 showed a sub-slab methane level of 6.6%, which exceeds the ODH methane sub-slab screening level of 0.5%. Methane is explosive between 5% and 15%.

- U.S. EPA observed detectable methane concentrations in one soil gas probe, GP-2, using a GEM-2000 methane meter. GP-2 contains nested soil gas sampling depths of 12-feet bgs and at 16-feet bgs. The GP-2 soil gas probe at the 12-foot depth showed methane levels ranging from 14.7% to 17.6%. The GP-2 soil gas probe at the 16-foot depth showed methane levels ranging from 22.2% to 24.1%. The methane levels in GP-2 at depths of 12 and 16 feet bgs exceed Ohio EPA's perimeter regulatory level of 5% (lower explosive limit). GP-2 is located off-Site and on the eastern side of Dryden Road.

There is actual vapor intrusion exposure occurring and there is a potential for additional vapor intrusion to occur at this Site.

TCE is a hazardous substance within the meaning of Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) because it is listed at 40 CFR Section 302.4. Historical sampling, and PRP and U.S. EPA sub-slab and indoor air sampling results indicate that TCE vapors are migrating into non-residential buildings at chronic levels that ODH considers harmful to human health.

TCE is a man-made chemical that is widely used as a cleaner to remove grease from metal parts. TCE is a nonflammable, colorless liquid with a sweet odor. Exposure to TCE at very high concentrations (particularly in closed, poorly ventilated areas) may cause headaches, lung irritation, dizziness, poor coordination (clumsiness), and difficulty speaking. According to the ODH, the evidence that TCE is a human carcinogen has been under review by health organizations since 2001. The U.S. Department of Health and Human Services considers TCE to be "reasonably anticipated to be a human carcinogen" based on limited evidence of carcinogenicity from studies of humans and sufficient evidence of carcinogenicity from studies of laboratory animals. A report recently released by the National Academies of Science National Research Council (2006) has stated that "evidence on cancer and other health risks from TCE exposure has strengthened since 2001", pointing to studies of human populations that support "the conclusion that TCE is a potential cause of kidney cancer." Other ecological studies of communities exposed to TCE in drinking water supplies in Massachusetts, New Jersey, and North Carolina have suggested an association between these exposures and elevated levels of leukemia in the exposed population.

ii. Threat of fire or explosion; this factor is present at the Site due to the existence of explosive conditions from landfill gas.

The PRPs conducted vapor intrusion sampling in January and March 2012. Sub-slab sampling showed methane percentages greater than the ODH sub-slab screening level of 0.5% at two non-residential properties:

In July 2012, U.S. EPA documented methane at 2.5% at the 16-foot depth of soil gas probe GP-2 and in August 2012, U.S. EPA documented methane at 2.2% in a sub-slab sample collected from 2031 Dryden Road. These results exceed the ODH sub-slab screening level of 0.5%.

U.S. EPA has documented methane levels in GP-2 (12-foot and 16-foot depths) ranging from 2.5% to 24.1% at off-site locations (City of Moraine property). These results are greater than the ODH sub-slab methane screening level of 0.5% and exceed Ohio EPA's perimeter regulatory level of 5% (lower explosive limit). GP-2 is located off-Site, on the eastside of Dryden Road and adjacent to a DP&L building. Methane is flammable between 5% and 15%. Methane's LEL is 5% and the UEL is 15% methane per volume of air.

At the Site, methane was detected in four laboratory sub-slab soil gas samples above 10% of the LEL (greater than 0.5% methane) at non-residential buildings at the Site. At another building, methane was detected (at 6.6%) in a laboratory sub-slab soil gas sample above 100% of the LEL (greater than 5%). This building has the potential for an explosion/fire hazard if a spark or ignition source is present. This building is now closed to access.

Because methane is extremely flammable in the presence of oxygen and an ignition source (open flame, pilot light), the main public health threat posed from methane is the physical explosion hazard posed by methane levels between 5% and 15% by volume in the air.

Ohio Revised Code (ORC) 3734.041 provides that explosive gases shall be considered to endanger human health or safety or the environment if concentrations of methane generated by the landfill in landfill structures, excluding gas control or recovery system components, exceed 25% of the LEL (or 1.25% methane in the indoor air) or if concentrations of methane generated by the landfill at the landfill boundary exceed the LEL (or 5% methane). U.S. EPA documented methane levels in GP-2 ranging from 14.7% to 24.1%. GP-2 is located about 75-feet east of the eastern boundary of the Site. These methane levels exceed the levels specified at ORC 3734.041.

iii. The unavailability of other appropriate federal or state response mechanisms to respond to the release; this factor supports the actions required by this Settlement Agreement at the Site because Ohio EPA does not have the resources to respond to this Site.

In a letter dated July 17, 2012, Ohio EPA expressed concerns about the risk to human health from indoor air exposure to VOCs and the risk of explosive conditions from landfill gas, Ohio EPA views the Site as a threat to the on-site and surrounding businesses and residences, and supports the Remedial Branch's request for assistance from the Removal Branch in evaluating options for addressing current and potential vapor intrusion risks at the South Dayton Dump and Landfill Site.

g. The removal action required by this Settlement Agreement is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this

Settlement Agreement, will be consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VI. SETTLEMENT AGREEMENT AND ORDER

11. Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this Settlement Agreement, including, but not limited to, all attachments to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR

12. Respondents shall retain one or more contractors to perform the Work and shall notify U.S. EPA of the name(s) and qualifications of such contractor(s) within 5 business days of the Effective Date. Respondents shall also notify U.S. EPA of the name(s) and qualification(s) of any other contractor(s) or subcontractor(s) retained to perform the Work at least 5 business days prior to commencement of such Work. U.S. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by Respondents. If U.S. EPA disapproves of a selected contractor, Respondents shall retain a different contractor and shall notify U.S. EPA of that contractor's name and qualifications within 3 business days of U.S. EPA's disapproval. The contractor must demonstrate compliance with ANSI/ASQC E-4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan (QMP). The QMP should be prepared consistent with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002), or equivalent documentation as required by U.S. EPA. Any decision not to require submission of the contractor's QMP should be documented in a memorandum from the On-Scene Coordinator (OSC) and Regional quality assurance personnel to the Site file.

13. Within 5 business days after the Effective Date, Respondents shall designate a Project Coordinator who shall be responsible for administration of all actions by Respondents required by this Settlement Agreement and shall submit to U.S. EPA the designated Project Coordinator's name, address, telephone number, and qualifications. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site work. U.S. EPA retains the right to disapprove of the designated Project Coordinator. If U.S. EPA disapproves of the designated Project Coordinator, Respondents shall retain a different Project Coordinator and shall notify U.S. EPA of that person's name, address, telephone number, and qualifications within 10 business days following U.S. EPA's disapproval. Receipt by Respondents' Project Coordinator of any notice or communication from U.S. EPA relating to this Settlement Agreement shall constitute receipt by all Respondents.

14. U.S. EPA has designated Steve Renninger of the Emergency Response Branch #1,

Region 5, as its OSC and Leslie Patterson as its Alternate OSC. Except as otherwise provided in this Settlement Agreement, Respondents shall direct all submissions required by this Settlement Agreement to OSC Steve Renninger at: U.S. EPA/ERT, 26 West Martin Luther King Drive, Cincinnati, Ohio 45268; and OSC Leslie Patterson at: U.S. EPA, SR-6J, 77 West Jackson Boulevard, Chicago, Illinois 60604. All Respondents are encouraged to make their submissions to U.S. EPA electronically or on recycled paper (which includes significant post consumer waste paper content where possible) and using two-sided copies.

15. U.S. EPA and Respondents shall have the right, subject to Paragraph 13, to change their respective designated OSC or Project Coordinator. U.S. EPA shall notify the Respondents, and Respondents shall notify U.S. EPA, as early as possible before such a change is made, but in no case less than 24 hours before such a change. The initial notification may be made orally but shall be promptly followed by a written notice.

VIII. WORK TO BE PERFORMED

16. Respondents shall perform, at a minimum, the following removal activities:

a. Develop and implement a Site Health and Safety Plan;

b. Conduct subsurface gas sampling (including VOCs and methane), conduct extent of contamination sampling utilizing groundwater, soil gas, sub-slab, and indoor air sampling techniques, and complete an investigation to determine whether concentrations of methane at the property boundary are greater than the lower explosive limit (5% methane);

c. If the ODH Sub-Slab or Indoor Air Screening Level for a contaminant of concern (TCE, PCE, methane, etc) is exceeded for a residential structure, design and install a vapor abatement mitigation system in the structure(s) impacted by subsurface gas migration. The abatement system will include installation of a sub-slab depressurization system (SSDS) or crawl space depressurization system, sealing cracks in walls and floors of the basement, and sealing drains that could be a pathway. The vapor abatement mitigation system will be designed to control levels of methane and VOCs to below ODH sub-slab and indoor air screening levels;

d. If the ODH Sub-Slab or Indoor Air Screening Level for a contaminant of concern (TCE, PCE, methane, etc) is exceeded for a commercial structure, design and install a vapor abatement mitigation system in the structure(s) impacted by subsurface gas migration. The abatement system will include installation of a SSDS, sealing cracks in walls and floors, and sealing drains that could be a pathway. The vapor abatement mitigation system will be designed to control levels of methane and VOCs to below ODH sub-slab and indoor air screening levels;

e. If, based upon the methane extent investigation conducted under paragraph 16.b of this Settlement Agreement, levels of methane at the property boundary are greater than the

lower explosive limit (5% methane) and the methane is originating on the Site, design and install a landfill gas extraction system designed to prevent landfill gas migration off-site. The landfill gas system will be designed to control levels of methane at the property boundary to less than the lower explosive limit (5% methane);

f. Develop and implement a performance sample plan to confirm that ODH screening levels are achieved for contaminants of concern following installation of on-site or off-site vapor abatement mitigation systems;

g. If necessary, develop and implement (1) a landfill gas extraction system performance sample plan including the installation of subsurface probes to confirm that methane action levels are achieved and (2) a landfill gas extraction system effluent sample plan.

17. Work Plan and Implementation.

a. Within 15 business days after the Effective Date, Respondents shall submit to U.S. EPA for approval a draft Work Plan for performing the removal action described in Paragraph 16 above. The draft Work Plan shall provide a description of, and an expeditious schedule for, the actions required by this Settlement Agreement. The Work Plan shall include a Quality Assurance Project Plan (QAPP). The following documents shall be used for the development of QAPPs for Region 5 Superfund sites:

- The Uniform Federal Policy for Quality Assurance Projects Plans (UFP-QAPP), OSWER Directive 9272.0-17;
- EPA Requirements for Quality Assurance Project Plans QA/R-5 (EPA/240/B-01/003), March 2001, Reissued May 2006.

The following guidance may be used in conjunction with the requirements above:

- EPA Guidance for the Quality Assurance Project Plans QA/G-5 (EPA/240/R-02/009), December 2002.
- Guidance on Choosing a Sampling Design for Environmental Data Collection EPA QA/G-5S, December 2002.

b. U.S. EPA may approve, disapprove, require revisions to, or modify the draft Work Plan in whole or in part. If U.S. EPA requires revisions, Respondents shall submit a revised draft Work Plan within 10 business days of receipt of U.S. EPA's notification of the required revisions. Respondents shall implement the Work Plan as approved in writing by U.S. EPA in accordance with the schedule approved by U.S. EPA. Once approved, or approved with modifications, the Work Plan, the schedule, and any subsequent modifications shall be incorporated into and become fully enforceable under this Settlement Agreement.

c. Respondents shall not commence any Work except in conformance with the terms of this Settlement Agreement. Respondents shall not commence implementation of the Work Plan developed hereunder until receiving written U.S. EPA approval pursuant to Paragraph 17(b).

18. Health and Safety Plan. Within 15 business days after the Effective Date, Respondents shall submit for U.S. EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-site work under this Settlement Agreement. This plan shall be prepared consistent with U.S. EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992). In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration (OSHA) regulations found at 29 C.F.R. Part 1910. If U.S. EPA determines that it is appropriate, the plan shall also include contingency planning. Respondents shall incorporate all changes to the plan recommended by U.S. EPA and shall implement the plan during the pendency of the removal action.

19. Quality Assurance and Sampling.

a. All sampling and analyses performed pursuant to this Settlement Agreement shall conform to U.S. EPA direction, approval, and guidance regarding sampling, quality assurance/quality control (QA/QC), data validation, and chain of custody procedures. Respondents shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate U.S. EPA guidance. Respondents shall follow, as appropriate, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures" (OSWER Directive No. 9360.4-01, April 1, 1990), as guidance for QA/QC and sampling. Respondents shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001, Reissued May 2006)," or equivalent documentation as determined by EPA. U.S. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP) as meeting the Quality System requirements.

b. Upon request by U.S. EPA, Respondents shall have such a laboratory analyze samples submitted by U.S. EPA for QA monitoring. Respondents shall provide to U.S. EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis.

c. Upon request by U.S. EPA, Respondents shall allow U.S. EPA or its authorized representatives to take split and/or duplicate samples. Respondents shall notify U.S. EPA not less than 3 business days in advance of any sample collection activity, unless shorter notice is agreed to by U.S. EPA. U.S. EPA shall have the right to take any additional samples that U.S. EPA deems necessary. Upon request, U.S. EPA shall allow Respondents to take split or duplicate samples of any samples it takes as part of its oversight of Respondents' implementation of the Work.

20. Post-Removal Site Control. In accordance with the Work Plan schedule, or as otherwise directed by U.S. EPA, Respondents shall submit a proposal for post-removal site

control consistent with Section 300.415(*l*) of the NCP and OSWER Directive No. 9360.2-02. Upon U.S. EPA approval, Respondents shall implement such controls and shall provide U.S. EPA with documentation of all post-removal site control arrangements.

21. Reporting.

a. Respondents shall submit a written progress report to U.S. EPA concerning actions undertaken pursuant to this Settlement Agreement on the 10th day of each month after the date of receipt of U.S. EPA's approval of the Work Plan until termination of this Settlement Agreement, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

b. Respondents shall submit in electronic format 3 copies of all plans, reports or other submissions required by this Settlement Agreement, or any approved work plan. Upon request by U.S. EPA, Respondents shall also submit such documents in hard copy.

c. Respondents who own or control property at the Site shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice to the transferee that the property is subject to this Settlement Agreement and written notice to U.S. EPA and the State of the proposed conveyance, including the name and address of the transferee. Respondents who own or control property at the Site also agree to require that their successors comply with the immediately preceding sentence and Sections IX (Site Access) and X (Access to Information).

22. Final Report. Within 60 days after completion of all Work required by Section VIII (Work To Be Performed) of this Settlement Agreement, Respondents shall submit for U.S. EPA review and approval a final report summarizing the actions taken to comply with this Settlement Agreement. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports" and with the guidance set forth in "Superfund Removal Procedures: Removal Response Reporting POLREPS and OSC Reports" (OSWER Directive No. 9360.3-03, June 1, 1994). The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Settlement Agreement, a listing of quantities and types of materials removed off-site or handled on-site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (*e.g.*, manifests, invoices, bills, contracts, and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

> "Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the

preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

23. Off-Site Shipments.

a. Respondents shall, prior to any off-site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification of such shipment of Waste Material to the appropriate state environmental official in the receiving facility's state and to the On-Scene Coordinator. However, this notification requirement shall not apply to any off-site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

i. Respondents shall include in the written notification the following information: 1) the name and location of the facility to which the Waste Material is to be shipped; 2) the type and quantity of the Waste Material to be shipped; 3) the expected schedule for the shipment of the Waste Material; and 4) the method of transportation. Respondents shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

ii. The identity of the receiving facility and state will be determined by Respondents following the award of the contract for the removal action. Respondents shall provide the information required by Paragraph 23(a) and 23(b) as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

b. Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-site location, Respondents shall obtain U.S. EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondents shall only send hazardous substances, pollutants, or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

IX. SITE ACCESS

24. If the Site, or any other property where access is needed to implement this Settlement Agreement, is owned or controlled by any of the Respondents, such Respondents shall, commencing on the Effective Date, provide U.S. EPA, the State, and their representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Settlement Agreement.

25. Where any action under this Settlement Agreement is to be performed in areas

owned by or in possession of someone other than Respondents, Respondents shall use their best efforts to obtain all necessary access agreements within 20 business days after the Effective Date, or as otherwise specified in writing by the OSC. Respondents shall immediately notify U.S. EPA if after using their best efforts they are unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access unless an access order has already been issued by U.S. EPA with regard to the areas in question. Respondents shall describe in writing their efforts to obtain access. U.S. EPA may then assist Respondents in gaining access, to the extent necessary to effectuate the response actions described in this Settlement Agreement, using such means as U.S. EPA deems appropriate. Respondents shall reimburse U.S. EPA for all costs and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XV (Payment of Response Costs).

26. Notwithstanding any provision of this Settlement Agreement, U.S. EPA and the State retain all of their access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

X. ACCESS TO INFORMATION

27. Respondents shall provide to U.S. EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Settlement Agreement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondents shall also make available to U.S. EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

28. Respondents may assert business confidentiality claims covering part or all of the documents or information submitted to U.S. EPA under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by U.S. EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to U.S. EPA, or if U.S. EPA has notified Respondents that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondents.

29. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege or protection from disclosure recognized by federal law. If the Respondents assert such a privilege or protection from disclosure in lieu of providing documents, they shall provide U.S. EPA 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 contents of the document, record, or information; and 6) the privilege or protection from disclosure asserted by Respondents. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged or confidential.

30. No claim of privilege or confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XI. RECORD RETENTION

31. Until 6 years after Respondents' receipt of U.S. EPA's notification pursuant to Section XXVI (Notice of Completion of Work), each Respondent shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Until 6 years after Respondents' receipt of U.S. EPA's notification pursuant to Section XXVI (Notice of Completion of Work), Respondents shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to performance of the Work.

32. At the conclusion of this document retention period, Respondents shall notify U.S. EPA at least 60 days prior to the destruction of any such records or documents, and, upon request by U.S. EPA, Respondents shall deliver any such records or documents to U.S. EPA. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege or protection from disclosure recognized by federal law. If Respondents assert such a privilege, or protection from disclosure they shall provide U.S. EPA 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 or protection from disclosure asserted by Respondents. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged or confidential.

33. Each Respondent hereby certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since the earlier of notification of potential liability by U.S. EPA or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all U.S. EPA requests for information pursuant to Sections 104(e) and

122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XII. COMPLIANCE WITH OTHER LAWS

34. Respondents shall perform all actions required pursuant to this Settlement Agreement in accordance with all applicable local, state, and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 6921(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j).

In accordance with 40 C.F.R. § 300.415(j), all on-Site actions required pursuant to this Settlement Agreement shall, to the extent practicable, as determined by U.S. EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements (ARARs) under federal environmental or state environmental or facility siting laws. Respondents shall identify ARARs in the Work Plan subject to U.S. EPA approval.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

35. In the event of any action or occurrence during performance of the Work that causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondents shall immediately take all appropriate action. Respondents shall take these actions in accordance with all applicable provisions of this Settlement Agreement, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondents shall also immediately notify the OSC or, in the event of his/her unavailability, the Regional Duty Officer, Region 5 at (312) 353-2318, of the incident or Site conditions. In the event that Respondents fail to take appropriate response action as required by this Paragraph, and U.S. EPA takes such action instead, Respondents shall reimburse U.S. EPA all costs of the response action not inconsistent with the NCP pursuant to Section XV (Payment of Response Costs).

36. In addition, in the event of any release of a hazardous substance from the Site, Respondents shall immediately notify the OSC at (312) 353-2318 and the National Response Center at (800) 424-8802. Respondents shall submit a written report to U.S. EPA within 7 business days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, *et seq.*

XIV. AUTHORITY OF ON-SCENE COORDINATOR

37. The OSC shall be responsible for overseeing Respondents' implementation of this

Settlement Agreement. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Work required by this Settlement Agreement, or to direct any other removal action undertaken at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

XV. PAYMENT OF RESPONSE COSTS

38. Payment for Past Response Costs.

a. Within 30 days after the Effective Date, Respondents shall pay to U.S. EPA $85,968.57 for Past Response Costs. Payment shall be made to U.S. EPA by Fedwire Electronic Funds Transfer (EFT) to:

Federal Reserve Bank of New York,
ABA # 021030004
Account = 68010727
SWIFT address = FRNYUS33,
33 Liberty Street,
New York, NY, 10045

Field Tag 4200 of the Fedwire message; should read "D 68010727 Environmental Protection Agency"

and shall reference Site/Spill ID Number B52B and the EPA docket number for this action.

When the Past Response Costs identified in the above Paragraph are less than $10,000, payment may, in lieu of the described EFT method, be made by official bank check made payable to "U.S. EPA Hazardous Substance Superfund". Each check, or a letter accompanying each check, shall identify the name and address of the party(ies) making payment, the Site name, U.S. EPA Region 5, the Site/Spill ID Number B52B, and, if any, the U.S. EPA docket number for this action, and shall be sent to:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

b. At the time of payment, Respondents shall send notice that such payment has been made to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590 and to Thomas C. Nash, Associate Regional Counsel, 77 West Jackson Boulevard, C-14J, Chicago, Illinois, 60604-3590, and to the EPA Cincinnati Finance Center by email at acctsreceivable.cinwd@epa.gov, or by mail to: Cincinnati Finance Center, 26 Martin Luther King

Drive, Cincinnati, Ohio 45268. Such notice shall reference Site/Spill ID Number B52B and the EPA docket number for this action.

c. The total amount to be paid by Respondents pursuant to Paragraph 38(a) shall be deposited by U.S. EPA in the South Dayton Dump and Landfill Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by U.S. EPA to the U.S. EPA Hazardous Substance Superfund.

39. Payments for Future Response Costs.

a. Respondents shall pay U.S. EPA all Future Response Costs not inconsistent with the NCP. On a periodic basis, U.S. EPA will send Respondents a bill requiring payment that consists of an Itemized Cost Summary. Respondents shall make all payments within 30 days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 41 of this Settlement Agreement according to the following procedures

i. Respondents shall make all payments required by this Paragraph to U.S. EPA by Fedwire EFT to:

Federal Reserve Bank of New York,
ABA # 021030004
Account = 68010727
SWIFT address = FRNYUS33,
33 Liberty Street,
New York, NY, 10045

Field Tag 4200 of the Fedwire message; should read "D 68010727 Environmental Protection Agency" and shall reference Site/Spill ID Number B52B and the EPA docket number for this action.

ii. If the amount demanded in the bill is $10,000 or less, Respondents may, in lieu of the procedures in subparagraph 39(a)(i), make all payments required by this Paragraph by official bank check made payable to "U.S. EPA Hazardous Substance Superfund". Each check, or a letter accompanying each check, shall identify the name and address of the party(ies) making payment, the Site name, U.S. EPA Region 5, the Site/Spill ID Number B52B, and, if any, the U.S. EPA docket number for this action, and shall be sent to:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

b. At the time of payment, Respondents shall send notice that payment has been made to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590 and to Thomas C. Nash, Associate Regional Counsel, 77 West Jackson Boulevard, C-14J, Chicago, Illinois, 60604-3590, and to the EPA Cincinnati Finance Office by email at acctsreceivable.cinwd@epa.gov, or by mail to: Cincinnati Finance Office, 26 Martin Luther King Drive, Cincinnati, Ohio 45268. Such notice shall reference Site/Spill ID Number B52B and the EPA docket number for this action.

c. The total amount to be paid by Respondents pursuant to Paragraph 38(a) shall be deposited in the South Dayton Dump and Landfill Special Account within the U.S. EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by U.S. EPA to the U.S. EPA Hazardous Substance Superfund.

40. In the event that the payment for Past Response Costs is not made within 30 days of the Effective Date, or the payments for Future Response Costs are not made within 30 days of Respondents' receipt of a bill, Respondents shall pay Interest on the unpaid balance. The Interest on Past Response Costs shall begin to accrue on the Effective Date and shall continue to accrue until the date of payment. The Interest on Future Response Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XVIII (Stipulated Penalties).

41. Respondents may contest payment of any Future Response Costs billed under Paragraph 39 if they determine that U.S. EPA has made a mathematical error, or included a cost item that is not within the definition of Future Response Costs, or if they believe U.S. EPA incurred excess costs as a direct result of a U.S. EPA action that was inconsistent with a specific provision or provisions of the NCP. Such objection shall be made in writing within 30 days of receipt of the bill and must be sent to the OSC. Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, Respondents shall within the 30-day period pay all uncontested Future Response Costs to U.S. EPA in the manner described in Paragraph 38. Simultaneously, Respondents shall establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation (FDIC), and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondents shall send to the U.S. EPA OSC a copy of the transmittal letter and check paying the uncontested Future Response Costs, and 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. Simultaneously with establishment of the escrow account, Respondents shall initiate the Dispute Resolution procedures in Section XVI (Dispute Resolution). If U.S. EPA prevails in the dispute, within 5 days of the resolution of the dispute,

Respondents shall pay the sums due (with accrued interest) to U.S. EPA in the manner described in Paragraph 39. If Respondents prevail concerning any aspect of the contested costs, Respondents shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to U.S. EPA in the manner described in Paragraph 39. Respondents shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XVI (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondents' obligation to reimburse U.S. EPA for its Future Response Costs.

XVI. DISPUTE RESOLUTION

42. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.

43. If Respondents object to any U.S. EPA action taken pursuant to this Settlement Agreement, including billings for Future Response Costs, they shall notify U.S. EPA in writing of their objection(s) within 10 days of such action, unless the objection(s) has/have been resolved informally. This written notice shall include a statement of the issues in dispute, the relevant facts upon which the dispute is based, all factual data, analysis or opinion supporting Respondents' position, and all supporting documentation on which such party relies. U.S. EPA and Respondents shall have 10 days from U.S. EPA's receipt of Respondents' written objection(s) to resolve the dispute through formal negotiations. The period for formal negotiations may be extended at the sole discretion of U.S. EPA. Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by both parties, be incorporated into and become an enforceable part of this Settlement Agreement. If the parties are unable to reach a written agreement by the conclusion of the formal negotiation period, U.S. EPA shall provide its Statement of Position, including supporting documentation, no later than 10 days after the formal negotiation period concludes. In the event that these 10-day time periods for exchange of written documents may cause a delay in the work, they shall be shortened upon, and in accordance with, notice by U.S. EPA. An administrative record of any dispute under this Section shall be maintained by U.S. EPA. The record shall include the written notification of such dispute, and any Statement of Position served pursuant to this Paragraph. Upon review of the administrative record, the Director of the Superfund Division, U.S. EPA Region 5, shall resolve the dispute consistent with the NCP and the terms of this Settlement Agreement and issue a written decision.. U.S. EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement.

44. Respondents' obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with U.S. EPA's decision, whichever occurs.

XVII. FORCE MAJEURE

45. Respondents agree to perform all requirements of this Settlement Agreement within the time limits established under this Settlement Agreement, unless the performance is delayed by a *force majeure*. For purposes of this Settlement Agreement, a *force majeure* is defined as any event arising from causes beyond the control of Respondents, or of any entity controlled by Respondents, including but not limited to their contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement despite Respondents' best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work or increased cost of performance.

46. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, whether or not caused by a *force majeure* event, Respondents shall notify U.S. EPA orally within 24 hours of when Respondents first knew that the event might cause a delay. Within 7 days thereafter, Respondents shall provide to U.S. EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondents' rationale for attributing such delay to a *force majeure* event if they intend to assert such a claim; and a statement as to whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall be grounds for U.S. EPA to deny Respondents an extension of time for performance. Respondents shall have the burden of demonstrating by a preponderance of the evidence that the event is a force majeure, that the delay is warranted under the circumstances, and that best efforts were exercised to avoid and mitigate the effects of the delay.

47. If U.S. EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Settlement Agreement that are affected by the *force majeure* event will be extended by U.S. EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If U.S. EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, U.S. EPA will notify Respondents in writing of its decision. If U.S. EPA agrees that the delay is attributable to a *force majeure* event, U.S. EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

XVIII. STIPULATED PENALTIES

48. Respondents shall be liable to U.S. EPA for stipulated penalties in the amounts set forth in Paragraphs 49 and 50 for failure to comply with the requirements of this Settlement Agreement specified below, unless excused under Section XVII (Force Majeure). "Compliance"

by Respondents shall include completion of the activities under this Settlement Agreement or any work plan or other plan approved under this Settlement Agreement identified below in accordance with all applicable requirements of law, this Settlement Agreement, and any plans or other documents approved by U.S. EPA pursuant to this Settlement Agreement within the specified time schedules established by and approved under this Settlement Agreement.

49. Stipulated Penalty Amounts - Work.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in Paragraph 49(b):

Penalty Per Violation Per Day	Period of Noncompliance
$750.00	1st through 14th day
$1500.00	15th through 30th day
$ 2,500.00	31st day and beyond

b. Compliance Milestones: Date and time deadlines for compliance milestones are as specified below:

i. Within 15 days of the Effective Date of this Settlement Agreement, develop for EPA approval a Site Health and Safety Plan;

ii. Within 15 days of the Effective Date of this Settlement Agreement, develop for EPA approval a Quality Assurance Project Plan (QAPP);

iii. Within 15 days of the Effective Date of this Settlement Agreement, develop for EPA approval a plan to conduct subsurface gas sampling (including VOCs and methane) and extent of contamination sampling utilizing groundwater, soil gas, sub-slab, and indoor air sampling techniques;

iv. Within 15 days of the Effective Date of this Settlement Agreement, develop for EPA approval a plan to design and install a vapor abatement mitigation system in the structure(s) impacted by subsurface gas migration if the ODH Sub-Slab or Indoor Air Screening Level for a contaminant of concern (TCE, PCE, methane, etc) is exceeded for a residential structure. The abatement system will include installation of a SSDS or crawl space depressurization system, sealing cracks in walls and floors of the basement, and sealing drains that could be a pathway. The vapor abatement mitigation system will be designed to control levels of methane and VOCs to below ODH sub-slab and indoor air screening levels;

v. Within 15 days of the Effective Date of this Settlement Agreement , develop for EPA approval a plan to design and install a vapor abatement mitigation system in

the structure(s) impacted by subsurface gas migration if the ODH Sub-Slab or Indoor Air Screening Level for a contaminant of concern (TCE, PCE, methane, etc) is exceeded for a commercial structure. The abatement system will include installation of a SSDS, sealing cracks in walls and floors, and sealing drains that could be a pathway. The vapor abatement mitigation system will be designed to control levels of methane and VOCs to below ODH sub-slab and indoor air screening levels;

vi. Based upon the approved schedule in the methane extent investigation conducted under paragraph 16.b of this Settlement Agreement, develop for EPA approval a plan to design and install a landfill gas extraction system designed to prevent landfill gas migration off-site if levels of methane at the property boundary are greater than the lower explosive limit (5% methane). The landfill gas system will be designed to control levels of methane at the property boundary to less than the lower explosive limit (5% methane);

vii. Within 15 days of the Effective Date of this Settlement Agreement, develop for EPA approval a performance sample plan to confirm that ODH screening levels are achieved for contaminants of concern following installation of on-site or off-site vapor abatement mitigation systems;

viii. Based upon the approved schedule in the methane extent investigation conducted under paragraph 16.b of this Settlement Agreement, develop for EPA approval 1) a landfill gas extraction system performance sample plan including the installation of subsurface probes to confirm that methane action levels are achieved and (2) a landfill gas extraction system effluent sample plan.

50. Stipulated Penalty Amounts - Reports. The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate reports pursuant to Paragraphs 21 and 22:

Penalty Per Violation Per Day	Period of Noncompliance
$ 300.00	1st through 14th day
$ 500.00	15th through 30th day
$ 1,000.00	31st day and beyond

51. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: 1) with respect to a deficient submission under Section VIII (Work to be Performed), during the period, if any, beginning on the 31st day after U.S. EPA's receipt of such submission

until the date that U.S. EPA notifies Respondents of any deficiency; and 2) with respect to a decision by the Director of the Superfund Division, Region 5, under Paragraph 43 of Section XVI (Dispute Resolution), during the period, if any, beginning on the 21st day after U.S. EPA submits its written statement of position until the date that the Director of the Superfund Division issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

52. Following U.S. EPA's determination that Respondents have failed to comply with a requirement of this Settlement Agreement, U.S. EPA may give Respondents written notification of the failure and describe the noncompliance. U.S. EPA may send Respondents a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether U.S. EPA has notified Respondents of a violation.

53. All penalties accruing under this Section shall be due and payable to U.S. EPA within 30 days of Respondents' receipt from U.S. EPA of a demand for payment of the penalties, unless Respondents invoke the dispute resolution procedures under Section XVI (Dispute Resolution). Respondents shall make all payments required by this Section by official bank check made payable to "U.S. EPA Hazardous Substance Superfund". Each check, or a letter accompanying each check, shall identify the name and address of the party(ies) making payment, the Site name, U.S. EPA Region 5, the Site/Spill ID Number B52B, and, if any, the U.S. EPA docket number for this action, and shall be sent to:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

and shall indicate that the payment is for stipulated penalties, and shall reference the name and address of the party(ies) making payment. At the time of payment, copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to U.S. EPA as provided in Paragraph 39(b).

54. The payment of penalties shall not alter in any way Respondents' obligation to complete performance of the Work required under this Settlement Agreement.

55. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until 20 days after the dispute is resolved by agreement or by receipt of U.S. EPA's decision.

56. If Respondents fail to pay stipulated penalties when due, U.S. EPA may institute proceedings to collect the penalties, as well as Interest. Respondents shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 53. Nothing in this Settlement Agreement shall be construed as prohibiting, altering, or in any

way limiting the ability of U.S. EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Settlement Agreement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Sections 106(b) and 122(*l*) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(*l*), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that U.S. EPA shall not seek civil penalties pursuant to Section 106(b) or 122(*l*) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this Section, except in the case of a willful violation of this Settlement Agreement. Should Respondents violate this Settlement Agreement or any portion hereof, U.S. EPA may carry out the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and/or may seek judicial enforcement of this Settlement Agreement pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606. Notwithstanding any other provision of this Section, U.S. EPA may, in its unreviewable discretion, waive in writing any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

XIX. COVENANT NOT TO SUE BY U.S. EPA

57. In consideration of the actions that will be performed and the payments that will be made by Respondents under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, U.S. EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work, Past Response Costs, and Future Response Costs. This covenant not to sue shall take effect upon receipt by U.S. EPA of the Past Response Costs due under Section XV (Payment of Response Costs) of this Settlement Agreement and any Interest or Stipulated Penalties due for failure to pay Past Response Costs as required by Sections XV (Payment of Response Costs) and XVIII (Stipulated Penalties) of this Settlement Agreement. This covenant not to sue is conditioned upon the complete and satisfactory performance by Respondents of their obligations under this Settlement Agreement, including, but not limited to, payment of Future Response Costs pursuant to Section XV (Payment of Response Costs). This covenant not to sue extends only to Respondents and does not extend to any other person.

XX. RESERVATIONS OF RIGHTS BY U.S. EPA

58. Except as specifically provided in this Settlement Agreement, nothing in this Settlement Agreement shall limit the power and authority of U.S. EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this Settlement Agreement shall prevent U.S. EPA from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring the Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

59. The covenant not to sue set forth in Section XIX (Covenant Not to Sue by U.S. EPA)

above does not pertain to any matters other than those expressly identified therein. U.S. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to:

a. claims based on a failure by Respondents to meet a requirement of this Settlement Agreement;

b. liability for costs not included within the definitions of Past Response Costs or Future Response Costs;

c. liability for performance of response action other than the Work;

d. criminal liability;

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and

g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site.

XXI. COVENANT NOT TO SUE BY RESPONDENTS

60. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Past Response Costs, Future Response Costs, or this Settlement Agreement, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

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

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Work, Past Response Costs, or Future Response Costs.

These covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Paragraphs 59 (b), (c), and (e) - (g), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable

reservation.

61. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

XXII. OTHER CLAIMS

62. By issuance of this Settlement Agreement, the United States and U.S. EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or U.S. EPA shall not be deemed a party to any contract entered into by Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement Agreement.

63. Except as expressly provided in Section XIX (Covenant Not to Sue by U.S. EPA), nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement Agreement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

64. No action or decision by U.S. EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXIII. EFFECT OF SETTLEMENT/CONTRIBUTION

65. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), 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. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

66. a. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and that Respondents are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), or as may otherwise be provided by law, for

"matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work, Past Response Costs, and Future Response Costs. Nothing in this Settlement Agreement shall diminish the right of any Respondent to seek or obtain contribution or cost recovery under CERCLA or other law from any other Respondent for response actions or costs other than the matters addressed in this Settlement Agreement.

b. The Parties further agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which the Respondents have, as of the Effective Date, resolved their liability to the United States for the Work, Past Response Costs, and Future Response Costs.

67. Each Respondent shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify U.S. EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Respondent also shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify U.S. EPA in writing within 10 days of service of the complaint or claim upon it. In addition, each Respondent shall notify U.S. EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

68. In any subsequent administrative or judicial proceeding initiated by U.S. EPA, or by the United States on behalf of U.S. EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents 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 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 by U.S. EPA set forth in Section XIX.

69. Effective upon signature of this Settlement Agreement by a Respondent, such Respondent agrees that the time period after the date of its signature shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the "matters addressed" as defined in Paragraph 66 and that, in any action brought by the United States related to the "matters addressed," such Respondent will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time after its signature of this Settlement Agreement. If U.S. EPA gives notice to Respondents that it will not make this Settlement Agreement effective, the statute of limitations shall begin to run again commencing ninety days after the date such notice is sent by U.S. EPA.

XXIV. INDEMNIFICATION

70. Respondents shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or

causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Settlement Agreement. In addition, Respondents agree to pay the United States all costs incurred by the United States, including but not limited to attorney's fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Settlement Agreement. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondents in carrying out activities pursuant to this Settlement Agreement. Neither Respondents nor any such contractor shall be considered an agent of the United States. The Federal Tort Claims Act (28 U.S.C. §§ 2671, 2680) provides coverage for injury or loss of property, or injury or death caused by the negligent or wrongful act or omission of an employee of U.S. EPA while acting within the scope of his or her employment, under circumstances where U.S. EPA, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred.

71. The United States shall give Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

72. Respondents waive all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXV. MODIFICATIONS

73. The OSC may make modifications to any plan or schedule in writing or by oral direction. Any oral modification will be memorialized in writing by U.S. EPA promptly, but shall have as its effective date the date of the OSC's oral direction. Any other requirements of this Settlement Agreement may be modified in writing by mutual agreement of the parties.

74. If Respondents seek permission to deviate from any approved work plan or schedule, Respondents' Project Coordinator shall submit a written request to U.S. EPA for approval outlining the proposed modification and its basis. Respondents may not proceed with the requested deviation until receiving oral or written approval from the OSC pursuant to Paragraph 73.

75. No informal advice, guidance, suggestion, or comment by the OSC or other U.S. EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondents shall relieve Respondents of their obligation to obtain any formal approval required by this Settlement Agreement, or to comply with all requirements of this Settlement Agreement, unless it is formally modified.

XXVI. NOTICE OF COMPLETION OF WORK

76. When U.S. EPA determines, after U.S. EPA's review of the Final Report, that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including, *e.g.*, post-removal site controls, payment of Future Response Costs, and record retention, U.S. EPA will provide written notice to Respondents. If U.S. EPA determines that such Work has not been completed in accordance with this Settlement Agreement, U.S. EPA will notify Respondents, provide a list of the deficiencies, and require that Respondents modify the Work Plan if appropriate in order to correct such deficiencies. Respondents shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the U.S. EPA notice. Failure by Respondents to implement the approved modified Work Plan shall be a violation of this Settlement Agreement.

XXVII. FINANCIAL ASSURANCE

77. Within 30 days of the Effective Date, Respondents shall establish and maintain financial security, initially in the amount of $1,797,591 in one or more of the following forms, in order to secure the full and final completion of Work by Respondents:

a. A surety bond guaranteeing payment unconditionally guaranteeing payment and/or performance of the Work;

b. One or more irrevocable letters of credit equaling the total estimated cost of the Work, payable to or at the direction of U.S. EPA, issued by one or more financial institution(s) acceptable in all respects to EPA;

c. A trust fund administered by a trustee acceptable in all respects to U.S. EPA;

d. A policy of insurance issued by an insurance carrier acceptable in all respects to U.S. EPA, which ensures the payment and/or performance of the Work;

e. A written guarantee to fund or perform the Work provided by one or more parent corporations of respondents, or by one or more unrelated corporations that have a substantial business relationship with at least one of Respondents, including a demonstration that any such guarantor company satisfies the requirements of 40 C.F.R. Part 264.143(f) with respect to the Estimated Cost of the Work (plus the amount(s) of any other federal or state environmental obligations financially assured through the use of a financial test or guarantee) that it proposes to

guarantee hereunder; or

f. A demonstration of sufficient financial resources to pay for the Work made by one or more Respondents, which shall consist of a demonstration that any such Respondent satisfies the requirements of 40 C.F.R. Part 264.143(f).

g. Any and all financial assurance instruments provided pursuant to this Section shall be in form and substance satisfactory to U.S. EPA, determined in U.S. EPA's sole discretion. Within 30 days of the Effective Date, Respondents shall submit copies of all executed and/or otherwise finalized instruments or other documents required in order to make the selected performance guarantee(s) legally binding to U.S. EPA. In the event that U.S. EPA determines at any time that the financial assurances provided pursuant to this Section (including, without limitation, the mechanism(s) evidencing such assurances) are inadequate, Respondents shall, within 30 days of receipt of notice of U.S. EPA's determination, obtain and present to U.S. EPA for approval one of the other forms of financial assurance listed in Paragraph 77, above. In addition, if at any time U.S. EPA notifies Respondents that the anticipated cost of completing the Work has increased, then, within 30 days of such notification, Respondents shall obtain and present to U.S. EPA for approval a revised form of financial assurance (otherwise acceptable under this Section) that reflects such cost increase. Respondents' inability to demonstrate financial ability to complete the Work shall in no way excuse performance of any activities required under this Settlement Agreement.

h. If Respondents seek to demonstrate the ability to complete the Work through a guarantee or demonstration by a third party pursuant to Paragraph a of this Section, Respondents' guarantor shall (a) demonstrate to U.S. EPA's satisfaction that the guarantor satisfies the requirements of 40 C.F.R. Part 264.143(f); and (b) resubmit sworn statements conveying the information required by 40 C.F.R. Part 264.143(f) annually thereafter within 90 days of the end of the guarantor's fiscal year or such other date as agreed by U.S. EPA, to U.S. EPA. For the purposes of this Settlement Agreement, wherever 40 C.F.R. Part 264.143(f) references "sum of current closure and post-closure costs estimates and the current plugging and abandonment costs estimates," the dollar amount to be used in the relevant financial test calculations shall be the current cost estimate of $1,797,591 for the Work at the Site plus any other RCRA, CERCLA, TSCA, or other federal environmental obligations financially assured by the relevant Respondent or guarantor to EPA by means of passing a financial test.

i. If, after the Effective Date, Respondents can show that the estimated cost to complete the remaining Work has diminished below the amount set forth in Paragraph h of this Section, Respondents may, on any anniversary date of the Effective Date, or at any other time agreed to by the Parties, reduce the amount of the financial security provided under this Section to the estimated cost of the remaining Work to be performed. Respondents shall submit a proposal for such reduction to U.S. EPA, in accordance with the requirements of this Section, and may reduce the amount of the security upon approval by U.S. EPA. In the event of a dispute, Respondents may seek dispute resolution pursuant to Section XV (Dispute Resolution) and may reduce the amount of the security in accordance with the written decision resolving the

dispute.

j. Respondents may change the form of financial assurance provided under this Section at any time, upon notice to and approval by U.S. EPA, provided that the new form of assurance meets the requirements of this Section. In the event of a dispute, Respondents may seek dispute resolution pursuant to Section XVI (Dispute Resolution), and may change the form of the financial assurance only in accordance with the written decision resolving the dispute.

k. Respondents may not release, cancel, or discontinue any performance guarantee provided pursuant to this Section except as provided in this Paragraph. If Respondents receive written notice from U.S. EPA in accordance with Paragraph 76 that the Work has been fully completed in accordance with the terms of this Settlement Agreement, Respondents may thereafter release, cancel, or discontinue the performance guarantee provided pursuant to this Section. In the event of a dispute, Respondents may seek dispute resolution pursuant to Section XVI (Dispute Resolution), and may release, cancel, or discontinue the performance guarantee required hereunder only in accordance with the written decision resolving the dispute.

XXVIII. INSURANCE

78. At least 7 days prior to commencing any on-Site work under this Settlement Agreement, Respondents shall secure, and shall maintain for the duration of this Settlement Agreement, comprehensive general liability insurance and automobile insurance with limits of 2 million dollars, combined single limit. Within the same time period, Respondents shall provide U.S. EPA with certificates of such insurance and a copy of each insurance policy. In addition, for the duration of the Settlement Agreement, Respondents shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondents in furtherance of this Settlement Agreement. If Respondents demonstrate by evidence satisfactory to U.S. EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then Respondents need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

XXIX. SEVERABILITY/INTEGRATION/ATTACHMENTS

79. If a court issues an order that invalidates any provision of this Settlement Agreement or finds that Respondents have sufficient cause not to comply with one or more provisions of this Settlement Agreement, Respondents shall remain bound to comply with all provisions of this Settlement Agreement not invalidated or determined to be subject to a sufficient cause defense by the court's order.

80. This Settlement Agreement and its attachments constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no

representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following attachment is incorporated into this Settlement Agreement: Attachment A, Site Map.

XXX. EFFECTIVE DATE

81. This Settlement Agreement shall be effective upon receipt by Respondents of a copy of this Settlement Agreement signed by the Director, Superfund Division, U.S. EPA Region 5. The undersigned representatives of Respondents each certify that they are fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

The undersigned representatives of Respondents each certify that they are fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

SOUTH DAYTON DUMP AND LANDFILL SITE
MORAINE, OHIO

Agreed this 28 day of Feb, 2013

For Respondent NCR Corporation

By Jennifer M. Daniels

Title SVP General Counsel and Secretary

SOUTH DAYTON DUMP AND LANDFILL SITE
MORAINE, OHIO

Agreed this 1 day of February, 2013.

For Respondent Kelsey Hayes Company

By Robin Walker-Lee

ROBIN WALKER-LEE

Title EVP, General Counsel and Secretary

SOUTH DAYTON DUMP AND LANDFILL SITE
MORAINE, OHIO

Agreed this 28 day of Feb, 2013.

For Respondent Hobart Corporation

By

Philip J. McGovern
Vice President & Secretary

Title

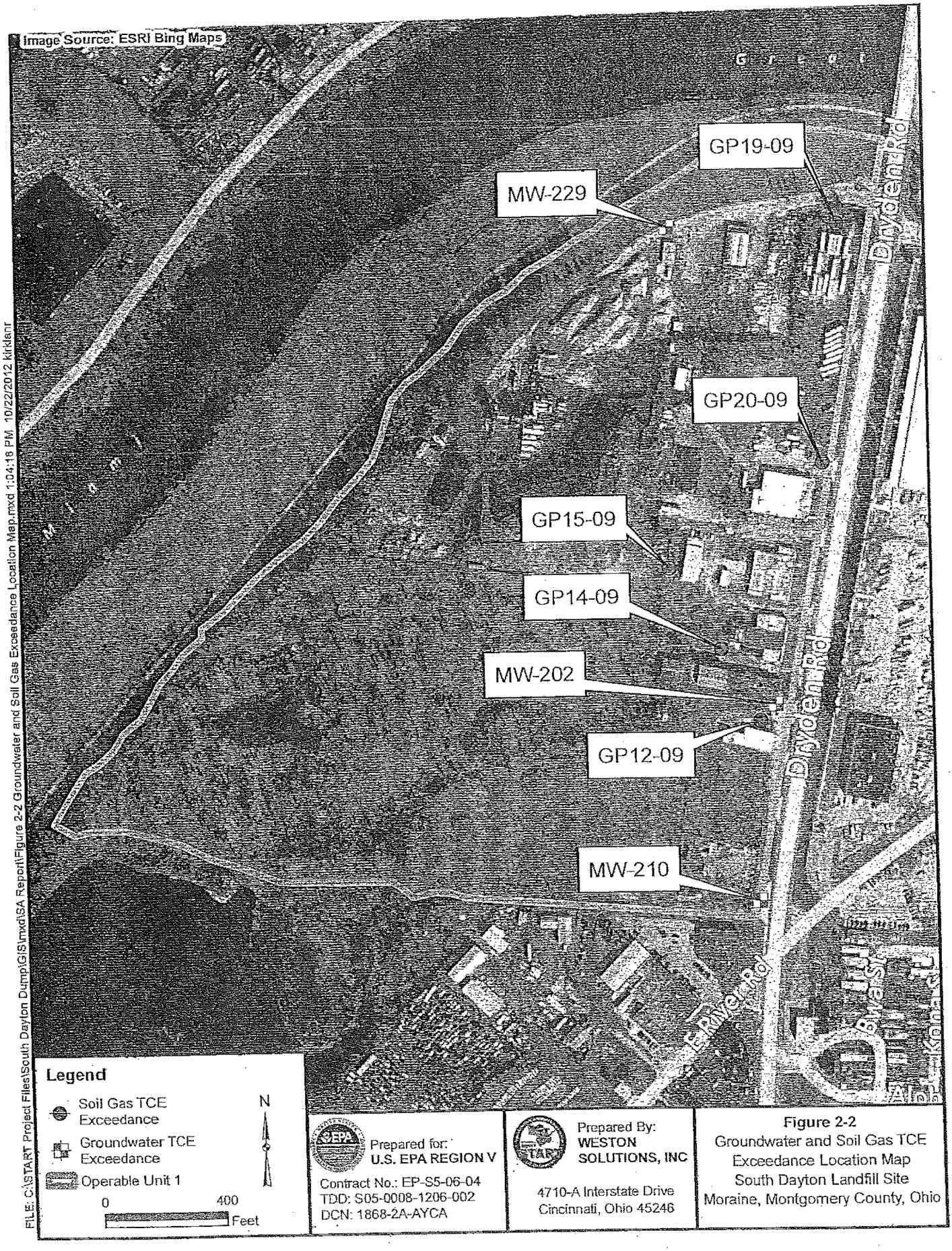
IN THE MATTER OF:

SOUTH DAYTON DUMP AND LANDFILL SITE
MORAINE, OHIO

It is so ORDERED and Agreed this 5 day of April, 2013.

BY: _____
for Richard C. Karl, Director
Superfund Division
United States Environmental Protection Agency
Region 5

ATTACHMENT A



JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS
HOBART CORPORATION, KELSEY-HAYES COMPANY, and NCR CORPORATION

(b) County of Residence of First Listed Plaintiff Cook County, IL
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
James A. Dyer, David C. Ahlstrom, Sebaly Shillito + Dyer, 1900 Kettering Tower, Dayton, OH 45423, 937-222-2500

DEFENDANTS
THE DAYTON POWER AND LIGHT COMPANY, et al.

County of Residence of First Listed Defendant Montgomery County, OH
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☒ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District *(specify)*
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
CERCLA, 42 U.S.C. Section 6901, et seq.

Brief description of cause:
Cost recovery and contribution action under CERCLA

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE Walter H. Rice DOCKET NUMBER 3:10-cv-195, 3:12-cv-00213

DATE 04/16/2013

SIGNATURE OF ATTORNEY OF RECORD /s/ James A. Dyer

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

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INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. **Origin.** Place an "X" in one of the six boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation, *Plaintiff(s)* v. The Dayton Power and Light Company, et al. *Defendant(s)*	)	Civil Action No. 3:13-cv-115

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

United States of America
U.S. Attorney's Office
U.S. District Courthouse & Federal Building
200 W. Second Street, Suite 600
Dayton, OH 45402

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)*

_____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify)*:

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

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AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation, *Plaintiff(s)* v. The Dayton Power and Light Company, et al. *Defendant(s)*	)	Civil Action No. 3:13-cv-115

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* The Dayton Power & Light Company
c/o Timothy G. Rice, Statutory Agent
1065 Woodman Drive
Dayton, OH 45432

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)*

_____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation, *Plaintiff(s)* v. The Dayton Power and Light Company, et al. *Defendant(s)*	)	Civil Action No. 3:13-cv-115

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* A.E. Fickert, Inc.
c/o Michael P. Bacevich, Statutory Agent
2908 Springboro West
Dayton, Ohio 45439

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____ _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ _____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation, *Plaintiff(s)* v. The Dayton Power and Light Company, et al. *Defendant(s)*	)	Civil Action No. 3:13-cv-115

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Bradford Soap International, Inc.
c/o John H. Howland, Statutory Agent
200 Providence Street
West Warwick, RI 02893

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)*

_____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation, *Plaintiff(s)* v. The Dayton Power and Light Company, et al. *Defendant(s)*	)	Civil Action No. 3:13-cv-115

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Bridgestone/Firestone, Inc., f/k/a The Dayton Tire & Rubber Company
c/o The Corporation Trust Company, Statutory Agent
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)*

_____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation,	)	
Plaintiff(s)	)	
v.	)	Civil Action No. 3:13-cv-115
The Dayton Power and Light Company, et al.	)	
Defendant(s)	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Bridgestone Americas Tire Operations, LLC
c/o National Registered Agents, Inc., Statutory Agent
1300 E. Ninth Street
Cleveland, OH 44114

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)*

_____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation,	)	
Plaintiff(s)	)	
v.	)	Civil Action No. 3:13-cv-115
The Dayton Power and Light Company, et al.	)	
Defendant(s)	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Cargill, Inc.
c/o CT Corporation System
1300 E. Ninth Street
Cleveland, OH 44114

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)*

_____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify)*:

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation, *Plaintiff(s)* v. The Dayton Power and Light Company et al. *Defendant(s)*	)	Civil Action No. 3:13-cv-115

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Cintas Corporation
c/o CSC-Lawyers Incorporating Service (Corporation Service Company), Statutory Agent
50 W. Broad Street, Suite 1800
Columbus, Ohio 43215

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)*

_____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation,	)	
Plaintiff(s)	)	
v.	)	Civil Action No. 3:13-cv-115
The Dayton Power and Light Company et al.	)	
Defendant(s)	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* City of Dayton, Ohio
c/o City Attorney
Law Department
101 W. Third Street
Dayton, OH 45402

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)*

_____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation, *Plaintiff(s)* v. The Dayton Power and Light Company et al. *Defendant(s)*	)	Civil Action No. 3:13-cv-115

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Coca-Cola Refreshments USA, Inc.
c/o CSC-Lawyers Incorporating Service (Corporation Service Company)
50 W. Broad Street, Suite 1800
Columbus, OH 43215

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)*

_____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation,	)	
Plaintiff(s)	)	
v.	)	Civil Action No. 3:13-cv-115
The Dayton Power and Light Company et al.	)	
Defendant(s)	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Conagra Grocery Products Co., LLC
c/o The Prentice-Hall Corporation System, Inc., Statutory Agent
50 W. Broad Street, Suite 1800
Columbus, Ohio 43215

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____ _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ _____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation, *Plaintiff(s)* v. The Dayton Power and Light Company et al. *Defendant(s)*	))))))))))))	Civil Action No. 3:13-cv-115

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Cox Media Group Ohio, Inc.
c/o CSC-Lawyers Incorporating Service (Corporation Service Company), Statutory Agent
50 W. Broad Street, Suite 1800
Columbus, OH 43215

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)*

_____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation,	)	
Plaintiff(s)	)	
v.	)	Civil Action No. 3:13-cv-115
The Dayton Power and Light Company et al.	)	
Defendant(s)	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* DAP Products, Inc.
c/o The Prentice-Hall Corporation System, Inc., Statutory Agent
50 West Broad Street, Suite 1800
Columbus, OH 43215

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____ _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ _____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation, *Plaintiff(s)* v. The Dayton Power and Light Company et al. *Defendant(s)*	)	Civil Action No. 3:13-cv-115

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Day International, Inc.
c/o CSC-Lawyers Incorporating Service (Corporation Service Company), Statutory Agent
50 W. Broad Street, Suite 1800
Columbus, OH 43215

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____ _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ _____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation, *Plaintiff(s)* v. The Dayton Power and Light6 Company et al. *Defendant(s)*	))))))))))))	Civil Action No. 3:13-cv-115

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Dayton Board of Education
c/o Jennifer Naylor, Interim Executive Director
115 S. Ludlow Street
Dayton, OH 45402

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)*

_____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify)*:

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation,	)	
Plaintiff(s)	)	
v.	)	Civil Action No. 3:13-cv-115
The Dayton Power and Light Company et al.	)	
Defendant(s)	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Dayton Industrial Drum, Inc.
c/o David M. Hussong, Statutory Agent
1880 Radio Road
Dayton, Ohio 45431

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____ _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ _____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation, *Plaintiff(s)* v. The Dayton Power and Light Company et al. *Defendant(s)*	)	Civil Action No. 3:13-cv-115

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Diversified Environmental Management Co.
c/o CT Corporation System, Statutory Agent
1300 E. Ninth Street
Cleveland, Ohio 44114

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____ _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ _____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation, *Plaintiff(s)* v. The Dayton Power and Light Company et al. *Defendant(s)*	))))))))))))	Civil Action No. 3:13-cv-115

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Flowserve Corporation
c/o CT Corporation System, Statutory Agent
111 Eighth Avenue
New York, NY 10011

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)*

_____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify)*:

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation,	)	
Plaintiff(s)	)	
v.	)	Civil Action No. 3:13-cv-115
The Dayton Power and Light Company et al.	)	
Defendant(s)	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Franklin Iron & Metal Corp.
c/o Mark R. Chilson, Statutory Agent
9277 Centre Point Drive
Suite 100
West Chester, OH 45069

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____ _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ _____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation,	)	
Plaintiff(s)	)	
v.	)	Civil Action No. 3:13-cv-115
The Dayton Power and Light Company et al.	)	
Defendant(s)	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* GlaxoSmithKline LLC
c/o CSC-Lawyers Incorporating Service (Corporation Service Company), Statutory Agent
50 West Broad Street
Suite 1800
Columbus, OH 43215

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____ _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ _____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation,	)	
Plaintiff(s)	)	
v.	)	Civil Action No. 3:13-cv-115
The Dayton Power and Light Company et al.	)	
Defendant(s)	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Harris Corporation
c/o CSC-Lawyers Incorporating Service (Corporation Service Company), Statutory Agent
50 West Broad Street
Suite 1800
Columbus, OH 43215

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____ _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ _____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation, *Plaintiff(s)* v. The Dayton Power and Light Company et al. *Defendant(s)*	))))))))))))	Civil Action No. 3:13-cv-115

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Hewitt Soap Works, Inc.
c/o John H. Howland, Statutory Agent
200 Providence Street
West Warwick, RI 02893

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____ _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ _____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation, *Plaintiff(s)* v. The Dayton Power and Light Company et al. *Defendant(s)*	))))))))))))	Civil Action No. 3:13-cv-115

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Kimberly-Clark Corporation
c/o CT Corporation System, Statutory Agent
1300 E. 9th Street
Cleveland, OH 44114

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)*

_____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation,	)	
Plaintiff(s)	)	
v.	)	Civil Action No. 3:13-cv-115
The Dayton Power and Light Company et al.	)	
Defendant(s)	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* L.M. Berry and Company, LLC
c/o CT Corporation System, Statutory Agent
1300 E. Ninth Street
Cleveland, OH 44114

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)*

_____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation,	)	
Plaintiff(s)	)	
v.	)	Civil Action No. 3:13-cv-115
The Dayton Power and Light Company et al.	)	
Defendant(s)	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Mansanto Company
c/o CSC-Lawyers Incorporating Service (Corporation Service Company),
Statutory Agent
50 W. Broad Street, Suite 1800
Columbus, Ohio 43215

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____ _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ _____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation,	)	
Plaintiff(s)	)	
v.	)	Civil Action No. 3:13-cv-115
The Dayton Power and Light Company et al.	)	
Defendant(s)	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* The Ohio Bell Telephone Company
c/o CT Corporation System, Statutory Agent
1300 E. Ninth Street
Cleveland, OH 44114

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____ _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ _____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation,	)	
Plaintiff(s)	)	
v.	)	Civil Action No. 3:13-cv-115
The Dayton Power and Light Company et al.	)	
Defendant(s)	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* P-Americas, LLC
c/o CT Corporation System, Statutory Agent
1300 E. Ninth Street
Cleveland, OH 44114

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____ _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ _____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation, *Plaintiff(s)* v. The Dayton Power and Light Company et al. *Defendant(s)*	))))))))))))	Civil Action No. 3:13-cv-115

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* The Peerless Transportation Company
c/o Carl M. Bridges, Statutory Agent
P. O. Box 1296
Dayton, OH 45401

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)*

_____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify)*:

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation,	)	
Plaintiff(s)	)	
v.	)	Civil Action No. 3:13-cv-115
The Dayton Power and Light Company et al.	)	
Defendant(s)	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* PPG Industries, Inc.
c/o The Prentice-Hall Corporation System, Inc., Statutory Agent
50 West Broad Street, Suite 1800
Columbus, OH 43215

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____ _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ _____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation,	)	
Plaintiff(s)	)	
v.	)	Civil Action No. 3:13-cv-115
The Dayton Power and Light Company et al.	)	
Defendant(s)	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* State of Ohio
c/o Attorney General Mike DeWine
30 E. Broad Street, 14th floor
Columbus, Ohio 43215

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____ _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ _____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation, *Plaintiff(s)* v. The Dayton Power and Light Company et al. *Defendant(s)*	))))))))))))	Civil Action No. 3:13-cv-115

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* The Reynolds and Reynolds Company
c/o CT Corporation System, Statutory Agent
4400 Easton Commons Way
Suite 125
Columbus, OH 43219

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____ _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ _____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation,	)	
Plaintiff(s)	)	
v.	)	Civil Action No. 3:13-cv-115
The Dayton Power and Light Company et al.	)	
Defendant(s)	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* The Sherwin-Williams Company
c/o CSC-Lawyers Incorporating Service (Corporation Service Company)
50 W. Broad Street, Suite 1800
Columbus, OH 43215

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)*

_____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation, *Plaintiff(s)* v. The Dayton Power and Light Company et al. *Defendant(s)*	)	Civil Action No. 3:13-cv-115

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* The Standard Register Company
c/o CT Corporation System, Statutory Agent
1300 E. Ninth Street
Cleveland, OH 44114

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____ _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ _____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation, *Plaintiff(s)* v. The Dayton Power and Light Company et al. *Defendant(s)*	))))))))))))	Civil Action No. 3:13-cv-115

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* University of Dayton
c/o Acme Agent, Inc., Statutory Agent
41 S. High Street, Suite 2800
Columbus, OH 43215

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)*

_____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation, *Plaintiff(s)* v. The Dayton Power and Light Company et al. *Defendant(s)*	)	Civil Action No. 3:13-cv-115

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* United States Department of Energy
Office of the General Counsel
1000 Independence Ave. SW
Washington DC 20301-1600

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____ _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ _____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation, *Plaintiff(s)* v. The Dayton Power and Light Company et al. *Defendant(s)*	))))))))))))	Civil Action No. 3:13-cv-115

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* United States Department of Defense
1600 Defense Pentagon
Washington, DC 20301

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____ _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ _____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation,	)	
Plaintiff(s)	)	
v.	)	Civil Action No. 3:13-cv-115
The Dayton Power and Light Company et al.	)	
Defendant(s)	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Valley Asphalt Corporation
c/o John C. Scott, Statutory Agent
5 West 4th Street, Suite 2200
Cincinnati, OH 45202

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)*

_____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

Hobart Corporation, Kelsey-Hayes Company, and NCR Corporation, *Plaintiff(s)* v. The Dayton Power and Light Company et al. *Defendant(s)*	))))))))))))	Civil Action No. 3:13-cv-115

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Waste Management of Ohio, Inc.
c/o CT Corporation System, Statutory Agent
1300 E. Ninth Street
Cleveland, OH 44114

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James A. Dyer, Esq.
Sebaly Shillito + Dyer
1900 Kettering Tower
40 N. Main Street
Dayton, OH 45423

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:13-cv-115

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

' I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

' I left the summons at the individual's residence or usual place of abode with *(name)* _____ _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

' I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ _____ on *(date)* _____ ; or

' I returned the summons unexecuted because _____ ; or

' Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

*****NOTE TO PUBLIC ACCESS USERS*** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.**

U.S. District Court

Southern District of Ohio

Notice of Electronic Filing

The following transaction was entered by Dyer, James on 4/16/2013 at 6:15 PM EDT and filed on 4/16/2013

Case Name: Hobart Corporation et al v. The Dayton Power and Light Company et al
Case Number: 3:13-cv-00115-TMR
Filer: Kelsey-Hayes Company
Hobart Corporation
NCR Corporation
Document Number: 1
Judge(s) Assigned: Thomas M Rose (presiding)

Docket Text:
COMPLAINT against All Defendants (Filing fee $ 350 paid - receipt number: 0648-4067599), filed by Kelsey-Hayes Company, Hobart Corporation, NCR Corporation. (Attachments: # (1) Exhibit A, # (2) Civil Cover Sheet, # (3) Summons Form, # (4) Summons Form, # (5) Summons Form, # (6) Summons Form, # (7) Summons Form, # (8) Summons Form, # (9) Summons Form, # (10) Summons Form, # (11) Summons Form, # (12) Summons Form, # (13) Summons Form, # (14) Summons Form, # (15) Summons Form, # (16) Summons Form, # (17) Summons Form, # (18) Summons Form, # (19) Summons Form, # (20) Summons Form, # (21) Summons Form, # (22) Summons Form, # (23) Summons Form, # (24) Summons Form, # (25) Summons Form, # (26) Summons Form, # (27) Summons Form, # (28) Summons Form, # (29) Summons Form, # (30) Summons Form, # (31) Summons Form, # (32) Summons Form, # (33) Summons Form, # (34) Summons Form, # (35) Summons Form, # (36) Summons Form, # (37) Summons Form, # (38) Summons Form, # (39) Summons Form, # (40) Summons Form) (Dyer, James)

3:13-cv-00115-TMR Notice has been electronically mailed to:

James Alan Dyer jdyer@ssdlaw.com, lmatevia@ssdlaw.com

3:13-cv-00115-TMR Notice has been delivered by other means to:

The following document(s) are associated with this transaction:

Document description: Main Document
Original filename:n/a
Electronic document Stamp:
[STAMP dcecfStamp_ID=1040326259 [Date=4/16/2013] [FileNumber=3967281-0
] [6c1c821fa6af888908a8854237fd510b36fc4338b3a8a4b31d904e0c8763dde2cd7
929690766564f7fc6d4a3c1d356d7b819d843684f1534c099182467770671]]
Document description: Exhibit A
Original filename:n/a
Electronic document Stamp:
[STAMP dcecfStamp_ID=1040326259 [Date=4/16/2013] [FileNumber=3967281-1
] [06c6e919cb2f0ee514bbd4ac35025f64265b083243183cc441e843176c1b85486b3
21f5cf67128c4a35ab59514aa72e5fb44627b093d0efcaa5e4bdb51a847d7]]
Document description: Civil Cover Sheet
Original filename:n/a
Electronic document Stamp:
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