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

STATE OF OHIO, ex rel.	:	**CASE NO.: 1:10-CV-00898**
RICHARD CORDRAY	;	
OHIO ATTORNEY GENERAL	:	**JUDGE: S. Arthur Spiegel**
	:	
Plaintiff,	:	**MAGISTRATE JUDGE:**
	:	**Karen L. Litkovitz**
v.	:	
	:	**CONSENT ORDER**
GENERAL ELECTRIC COMPANY	:	
	:	
Defendant.	:	

I. INTRODUCTION

Plaintiff, State of Ohio, by and through its Attorney General, Richard Cordray, and Defendant General Electric Company ("GE" or "Defendant") hereby consent to the entry of this Consent Order.

NOW, THEREFORE, without trial of any issues of fact, without admission of liability and upon the consent of the parties hereto, it is ADJUDGED, ORDERED, and DECREED as follows:

II. JURISDICTION AND VENUE

1. The Court has jurisdiction over the undersigned parties to this action and the subject matter of the Complaint. Venue is proper in this Court. The Complaint states a claim upon which relief can be granted.

III. PARTIES BOUND

2. The provisions of this Consent Order shall apply to and be binding upon the State and GE, its successors in interest and assigns, and others to the extent provided by Civil Rule 65(d). The undersigned representative of each party to this Consent Order certifies that he or she is fully authorized by the party whom she or he represents to enter into the terms and conditions of the Consent Order and to execute and legally bind that party to it. This Consent Order is in settlement and compromise of the disputed claims alleged in the Complaint, and nothing in this Consent Order is to be construed as an admission of any facts, violations or liability, which liability Defendant expressly denies.

IV. DEFINITIONS

3. "Site" as used in this Consent Order means the property located at One Neumann Way, Cincinnati, Ohio 45215-1915, including former United States Air Force Plant #36, where treatment, storage, placement or disposal of hazardous substances and/or release or discharge into waters of the State or the environment of such hazardous substances has occurred and any area where hazardous substances have migrated.

4. "Effective Date" is the date this Consent Order is filed by the Court.

5. "Response Costs" means, for the purposes of this Consent Order, all direct and indirect costs incurred by the State conducting response actions at or related to the Site, including but not limited to, payroll costs, contractor costs, travel costs, oversight costs,

enforcement related costs (both legal and technical), sampling costs, laboratory costs, costs of reviewing or developing plans, and reports or other items in this action.

6. "Person" means those entities set forth in 42 U.S.C. § 9601(21) and Ohio Rev. Code § 1.59 and includes Defendant.

7. "State" or "State of Ohio" means the Ohio EPA as represented by the Ohio Attorney General's Office.

V. SATISFACTION OF LAWSUIT

8. Compliance with the terms of this Consent Order shall constitute complete, full and final satisfaction of any and all civil liability of Defendant and its successors in interest and assigns to Plaintiff for all claims alleged in the Complaint regarding the payment of Response Costs including all related legal fees, enforcement fees, and court costs incurred before the Effective Date. The State releases Defendant from, and covenants not to sue Defendant for, these claims, fees and costs.

VI. RESERVATION OF RIGHTS

9. Nothing in this Consent Order or the Complaint shall limit the authority of the State of Ohio to:

A. Seek relief for claims or conditions not alleged in the Complaint;

B. Seek relief for claims or conditions alleged in the Complaint that occur after the Effective Date of this Consent Order;

C. Enforce this Consent Order through a contempt action or otherwise for violations of this Consent Order;

D. Bring any action against Defendant or against any other Person, under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, 42 U.S.C. § 9601, *et seq.*, Ohio Rev.Code Chapters 3734,

3745, 3767, 6111, and/or the common law to: (1) recover natural resource damages, or (2) order the performance of, obtain civil penalties and/or recover Response Costs, except for those Response Costs satisfied and released through this Consent Order, plus interest, after the Effective Date, for any removal or remedial or corrective activities conducted by the State at or related to the Site.

E. Take any action authorized by law against any person, including Defendant, to eliminate or mitigate conditions at the Site that may present an imminent threat to the public health or safety, or the environment.

10. Nothing herein shall restrict the right of the Defendant to raise any administrative, legal or equitable claim or defense with respect to such further actions. However, Defendant shall not assert and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim splitting or other defenses based upon any contention that the claims raised by the State in the subsequent proceeding were, could, or should have been brought in the instant case.

11. Nothing herein shall be construed to relieve the Defendant of its obligation to comply with the requirements of the U.S. EPA Resource Conservation and Recovery Act ("RCRA") permit issued to GE in 1990 and/or applicable federal, state or local statutes, rules, regulations or ordinances including, but not limited to, that permit's requirements.

12. Nothing in this Consent Order shall constitute or be construed as a release or a covenant not to sue regarding any claim or cause of action against any person, firm, trust, joint venture, partnership, corporation, association, or other entity not a signatory to this Consent Order for any liability such entities may have arising out of or relating to the Site including, but not limited to, liability for any Response Costs unreimbursed by this Consent Order. Defendant

reserves all rights that it may have against any other person under all federal, state, and local laws.

VII. REIMBURSEMENT OF PAST RESPONSE COSTS

13. Defendant shall pay to the State of Ohio, no later than 30 calendar days after the Effective Date of this Consent Order, One Hundred, and Twenty-Five Thousand dollars ($125,000) as reimbursement for Ohio EPA's Response Costs. The payment of $125,000 shall be made in the form of certified or cashier's checks made payable to "Treasurer, State of Ohio" attention Karen Pierson, or her successor, at the Office of the Attorney General of Ohio, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215-3400.

14. Defendant shall send a copy of the transmittal letter and a copy of the check to the Ohio EPA Site Coordinator, Scott Glum, or his successor at 401 East Fifth Street, Dayton, Ohio 45402, and to the Assistant Attorney General representing the State of Ohio in this case at 30 East Broad Street, 25th Floor, Columbus, Ohio 43215.

VIII. OHIO ATTORNEY GENERAL ENFORCEMENT COSTS

15. Defendant shall pay the Ohio Attorney General Enforcement Costs through the Effective Date of this Consent Order in the amount One Thousand dollars ($1,000) by delivering a certified check in such amount for payment into the State Treasury to the credit of the Attorney General's General Reimbursement account made payable to the order of "Treasurer, State of Ohio" to Karen Pierson, or her successor, at the Office of the Attorney General of Ohio, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215-3400, within thirty (30) days of the entry of this Consent Order. Any check submitted in compliance with this Section shall be in addition to and separate from any check submitted pursuant to any other Section of this Consent Order. Payment pursuant to this paragraph shall be

full accord and satisfaction for, and shall release Defendant from liability for all claims from the State for attorneys' fees incurred before the Effective Date and arising out of claims made in the Complaint.

IX. MODIFICATION

16. No modification shall be made to this Consent Order without the written agreement of the parties and the Court.

X. RETENTION OF JURISDICTION

17. This Court shall retain jurisdiction of this matter for the purpose of overseeing the compliance by Defendant with this Consent Order.

XI. COURT COSTS

18. Defendant shall pay the court costs of this action. As set forth in Paragraph 15, the filing fee shall be paid as part of the reimbursement of Ohio Attorney General Enforcement Costs.

SO ORDERED THIS 10th **DAY OF** February, ~~2010~~ 2011

S. ARTHUR SPIEGEL
UNITED STATES SENIOR DISTRICT JUDGE

APPROVED BY:

RICHARD CORDRAY
OHIO ATTORNEY GENERAL

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Counsel for Plaintiff
State of Ohio

The undersigned Defendant hereby consents to the foregoing Consent Order in *State v. General Electric Company*

GENERAL ELECTRIC COMPANY

By: _____ (signature)

Jeff L Blaughan (print name)

Title: GM Facilities

Date: 12/9/10

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