

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

<b>STATE OF OHIO, ex rel.</b>	:	<b>CASE NO.: 2:06 cv 553</b>
<b>RICHARD CORDRAY</b>	:	
<b>OHIO ATTORNEY GENERAL</b>	:	
	:	<b>JUDGE MARBLEY</b>
	:	
<b>Plaintiff,</b>	:	<b>MAGISTRATE JUDGE KING</b>
	:	
<b>v.</b>	:	
	:	
<b>FRANKLIN STEEL COMPANY, et al.</b>	:	
	:	
<b>Defendants.</b>	:	

**CONSENT ORDER FOR PRELIMINARY INJUNCTION**

Plaintiff, State of Ohio, by and through its Attorney General, Richard Cordray, at the written request of the Director of the Ohio Environmental Protection Agency (“Ohio EPA”), has filed the Complaint in this action against Defendants, Franklin Steel Company, aka Franklin Steel Company, Inc. (“Franklin Steel”), the Estate of Sidney I. Blatt and Laura B. Paul, as Co-Executor of the Estate, seeking reimbursement of Response Costs pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq. (“CERCLA”) and enforcement of Ohio's hazardous waste and water pollution laws found in Chapters 3734 and 6111 of the Revised Code (“R.C.”) and rules adopted thereunder. Defendant Franklin Steel, having consented to the entry of this Consent Order for Preliminary Injunction (“COPI”); THEREFORE, without trial or admission of any issue of law or of fact, and upon the consent of the undersigned parties, it is hereby ORDERED, ADJUDGED and DECREED as follows.

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**APPENDIX**

- A. RFI/CMS Statement of Work

## **I. STATEMENT OF PURPOSE**

1. In entering into this Consent Order for Preliminary Injunction (“COPI”), the mutual objectives of the State of Ohio and Defendant, Franklin Steel, include (1) completion of a Resource Conservation and Recovery Act (“RCRA”) Facility Investigation (“RFI”) and a Corrective Measures Study (“CMS”) to determine the nature and extent of any contamination at and migrating from the Franklin Steel Facility, as defined herein, and to evaluate remedial actions for addressing the contamination, including, if necessary, treatability studies, as required by Director’s Final Findings and Orders issued June 23, 1992 and this COPI; (2) a stay of litigation until the RFI/CMS is completed and approved by Ohio EPA, and Ohio EPA selects the remedy for the Site; (3) the payment of past Response Costs through December 31, 2008, except for Enforcement Response Costs, which are Response Costs incurred by the State litigating this case, incurred after December 31, 2007; and (4) negotiation of a final Consent Order after this COPI is terminated.

## **II. DEFINITIONS**

2. As used in this Consent Order:

- A. “Corrective Measures Study” or “CMS” means the activities to be undertaken to develop and evaluate potential remedial alternatives for the cleanup of the Site. A “CMS” is part of the investigation and remediation process under the Corrective Action program provided for under §§ 3004(u), 3004(v), and 3008(h) of the Resource Conservation and Recovery Act of 1976 (“RCRA”), as amended.
- B. “CMS Statement of Work” or “CMS SOW” means the outline of work for

- completion of the Corrective Measures Study.
- C. “CMS Work Plan” means the work plan and schedule for completion of the Corrective Measures Study.
- D. “Defendant” herein means Franklin Steel Company, aka Franklin Steel Company, Inc.
- E. “Director” means Ohio's Director of Environmental Protection.
- F. “Effective Date” means the date the clerk of the U.S. District Court for the Southern District of Ohio, Eastern Division, enters this COPI.
- G. “Facility” means the property owned located at 1385 Blatt Boulevard, Blacklick, Franklin County, Ohio and formerly owned by Defendant Franklin Steel.
- H. “Findings and Orders” means the Director’s Final Findings and Orders, agreed to and signed by Franklin Steel and issued by the Director on June 23, 1992.
- I. “Franklin Steel” means the corporate entity with a mailing address of 4460 Lake Forest Drive, Suite 230, Cincinnati, Ohio 45242 identified as Franklin Steel Company in the Complaint and Franklin Steel Company, Inc. in the Findings and Orders.
- J. “National Contingency Plan” or “NCP” means the National Oil and Hazardous Substances Pollution Contingency Plan, referred to in the Comprehensive Environmental Response, Compensation and Liability Act of

1980, as amended, 42 U.S.C. § 9601, et seq. (“CERCLA”) as the National Contingency Plan, and codified at 40 CFR Part 300 and any amendments thereto.

- K. “Ohio EPA” means the Ohio Environmental Protection Agency.
- L. “Ohio EPA and U.S. EPA Guidance Documents” and “Applicable Guidance Documents” mean those documents identified in the Findings and Orders.
- M. “Parties” means collectively the State and Defendant Franklin Steel.
- N. “Plaintiff” or “State” means the Ohio EPA by and through the Attorney General of Ohio.
- O. “RCRA Facility Investigation” or “RFI” means those activities undertaken or to be undertaken to determine the nature and extent of the contamination at the Site caused by the disposal, discharge, or release of Waste Material, whether such disposal, discharge, or release, were alleged in the Complaint.
- P. “Response Costs” means all oversight and response costs as defined by CERCLA.
- Q. “RFI Statement of Work” and “RFI SOW” mean the outline of Work for the completion of the RFI.
- R. “RFI Work Plan” means those documents detailing the requirements necessary to complete the RFI, as more fully described in Appendix A to this COPI.
- S. “Site” means the Facility and any area beyond the Facility where Waste

Material from the Facility has migrated or threatens to migrate, including, but not limited to, Unzinger Ditch, a tributary of Blacklick Creek.

- T. “Waste Material” means (1) any “hazardous waste” under R.C. 3734.01(J) or Ohio Adm. Code 3745-50-10(A)(48) or 3745-51-03; (2) any “hazardous constituent or constituents” as that term is defined in Ohio Adm. Code 3745-50-10(A)(47) and listed in the appendix to Ohio Adm. Code 3745-51-11; (3) any “solid waste” under R.C. 3734.01(E); (4) any “industrial waste” under R.C. 6111.01(C); or any “other wastes” under R.C. 6111.01(D).
- U. “Work” means all activities Defendant is required to perform under this COPI.

### **III. JURISDICTION AND VENUE**

3. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 (Federal Question) and 42 U.S.C. § 9613(b) (CERCLA). This Court has jurisdiction over the claims brought under R.C. Chapters 3734 and 6111 and the rules adopted thereunder, and the common law, pursuant to 28 U.S.C. § 1367 (Supplemental Jurisdiction). This Court has jurisdiction over the Parties. Venue is proper in this Court. The Complaint states a claim upon which relief can be granted.

### **IV. PARTIES BOUND**

4. The provisions of this COPI shall apply to and be binding upon the State, Defendant, and Defendant’s agents, officers, employees, assigns, and successors in interest. Defendant is ordered and enjoined to provide a copy of this COPI to each contractor it employs to perform Work

itemized herein. Defendant shall ensure that its contractors perform the Work contemplated herein in accordance with this COPI. No change in corporate ownership or status of Defendant, including, without limitation, any transfer of assets or real or personal property, shall in any way alter Defendant's obligations under this COPI.

#### **V. CALCULATION OF TIME**

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

#### **VI. RCRA FACILITY INVESTIGATION AND CORRECTIVE MEASURES STUDY**

6. Defendant shall complete the Work as required by the RFI/CMS Statement of Work, Appendix A. Defendant submitted the RFI/CMS to Ohio EPA on December 31, 2008. Ohio EPA did not approve the RFI/CMS and provided written comments on the RFI dated February 23, 2009 and on the CMS dated February 25, 2009. On March 5, 2009, Defendant submitted a revised RFI, and the RFI was approved by Ohio EPA on March 13, 2009. On April 2, 2009, Defendants submitted a revised CMS to Ohio EPA. Ohio EPA did not approve the CMS and provided written comments on the CMS dated May 15, 2009. On June 3, 2009 and July 2, 2009, Defendants submitted revisions to the CMS to Ohio EPA. On July 10, 2009, Ohio EPA approved the CMS. The RFI/CMS and all other plans, reports, or other deliverables submitted by Defendant in accordance

with an approved schedule, will be reviewed and approved, approved upon condition, modified or disapproved by Ohio EPA pursuant to Section VIII., Review of Submittals. All Work performed by Defendant pursuant to the RFI/CMS, approved by Ohio EPA, and under the terms of the COPI shall be considered consistent with the NCP.

#### **VII. SITE ACCESS**

7. Defendant shall, to the best of its ability, ensure access to the Site for the Work required by this COPI.

8. Within thirty (30) days of the Effective Date of this COPI, and to the extent that Work necessary to the performance of the actions required by this COPI are not otherwise secured, Defendant shall initiate action to ensure access to the Site, and within 60 days of the Effective Date of this COPI, Defendant shall submit to Ohio EPA copies of access agreements to property not owned or controlled by Defendant.

9. Nothing in this COPI shall be construed to limit the statutory authority of the Director of Ohio EPA or his authorized representatives to enter at reasonable times upon any private or public property, real or personal, to inspect or investigate, obtain samples and examine or copy any records to determine compliance with R.C. Chapters 3734 and/or 6111.

#### **VIII. REVIEW OF SUBMITTALS**

10. This section applies to all documents Defendant is required to submit to Ohio EPA for review and approval in accordance with the requirements of this COPI.

11. All RFI/CMS documents submitted to Ohio EPA shall be developed in accordance with the RFI/CMS SOW (Appendix A) and the April 2, 2007, Ohio EPA Comment Letter. Every



document that Defendant is required to submit to Ohio EPA under this COPI is subject to the review and approval of Ohio EPA in accordance with this COPI and applicable state and federal laws. Upon review, Ohio EPA may, at its sole discretion, (a) approve the submission in whole or in part; (b) approve the submission upon specified conditions or modifications; (c) modify the submission; (d) disapprove the submission in whole or in part; (e) notify Defendant of deficiencies; or (f) any combination of the above. Ohio EPA shall not unreasonably withhold its approval.

12. If Ohio EPA disapproves a submittal, in whole or in part, Ohio EPA will notify Defendant of the deficiencies in writing. Defendant shall, within forty-five (45) days of receipt of Ohio EPA's written notice, or if supplemental field, laboratory, or other investigatory work must be performed, within forty-five (45) days of completion of such work, or such longer period of time as specified in writing by Ohio EPA, correct the deficiencies and submit a revised submission to Ohio EPA for approval. Notwithstanding the notice of deficiency, Defendant shall proceed to take any action(s) required by the approved portion(s) of the submission.

13. If Ohio EPA does not approve a revised submission, in whole or in part, Ohio EPA may again require Defendant to correct the deficiencies and incorporate all changes, additions, and/or deletions within fourteen (14) days, or such time period as specified by Ohio EPA in writing. In the alternative, Ohio EPA may approve upon condition, modify or disapprove the revised submission.

14. In the event of Ohio EPA approval or approval upon conditions or modifications of Defendant's submittal pursuant to this COPI, Defendant shall proceed to take any action required by the submission as approved by Ohio EPA.

15. All items required to be submitted to Ohio EPA under this COPI shall, upon approval by Ohio EPA, be deemed to be incorporated in and made an enforceable part of this COPI. In the event that Ohio EPA approves a portion of any such item, the approved portion, together with any modifications or conditions thereto, shall be deemed to be incorporated in and made an enforceable part of this COPI.

#### **IX. DISPUTE RESOLUTION**

16. This Section shall only be applicable to the following portions of this COPI: Section VII, RCRA Facility Investigation and Corrective Measures Study; and Section VIII, Review of Submittals, pursuant to the limitations identified in Paragraph 17.

17. The Project Coordinators shall, whenever possible, operate by consensus. In the event that a disagreement arises about either the adequacy or disapproval of any item required to be submitted by Defendant pursuant to this COPI, then the Project Coordinators shall have fifteen (15) days from the date the dispute arises to negotiate in good faith in an attempt to resolve the differences. The dispute arises when either the Ohio EPA Project Coordinator provides written notice of dispute to the Defendant's Project Coordinator provides a written notice of dispute to the Ohio EPA Project Coordinator. This fifteen (15) day period may be extended by mutual agreement of the Parties.

18. In the event that the Project Coordinators are unable to reach a resolution of the dispute, then each Project Coordinator shall reduce his or her position to writing and supply it to the other Party's Project Coordinator within thirty (30) days of the end of the good faith negotiations referenced in Paragraph 17. Following the exchange of written positions, the Parties

shall have an additional seven (7) days to resolve their dispute. If Ohio EPA concurs with the position of the Defendant, then the item required to be submitted pursuant to this COPI shall be modified as provided for by Ohio EPA.

19. If Ohio EPA does not concur with the position of Defendant, the Ohio EPA Site Coordinator will notify Defendant in writing. Upon receipt of such written notice, the Parties shall have seven (7) days to forward a request for resolution of the dispute, along with a written statement of the dispute, to the DERR Manager. The statement of dispute shall be limited to a concise presentation of the Parties' position on the dispute. The DERR Assistant Chief, or his/her designee, will resolve the dispute based upon and consistent with this COPI; federal and state law, including R.C. Chapters 3734 and 6111, and the rules promulgated thereunder.

20. If Defendant and Ohio EPA do not agree on a resolution of the dispute within fourteen (14) days of the decision reached by the DERR Assistant Chief, either Party may petition this Court to resolve the dispute under this COPI. In such a proceeding, Defendant shall have the burden of demonstrating by a preponderance of the evidence that the decision by Ohio EPA is unlawful and/or unreasonable.

21. The pendency of dispute resolution set forth in this Section shall not affect the time period for completion of the Work to be performed under this COPI, except that upon written mutual agreement of the Parties or directive of the Court, any time may be extended as appropriate under the circumstances. Elements of Work not affected by the dispute will be completed in accordance with the schedules contained in the approved RFI and CMS.

22. Within thirty (30) days of resolution of a dispute, or such additional time as the

Parties may agree upon or the Court may direct, regarding disapproval or inadequacy of a submittal or the need for additional Work, Defendant shall incorporate the resolution and final determination into the report, or other item required to be submitted under this COPI and proceed to implement this COPI according to the amended report, or other item required to be submitted under this COPI.

23. Unless otherwise expressly provided for in this COPI, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to those matters set forth in Paragraph 16 of this COPI.

#### **X. ESCROW AGREEMENT**

24. An Escrow Agreement, dated November 15, 2005, and a First Amendment to Escrow Agreement, dated April 20, 2007 ("Escrow Agreement") has been entered into by Defendant and Columbus QCB, Inc. for the purpose of addressing conditions at the Site

25. Within thirty (30) days of the Effective Date of this COPI, Defendant shall submit to Ohio EPA a statement of the remaining dollar amount of Escrow Funds. Defendant shall submit an updated statement of such dollar amounts every two months thereafter.

#### **XI. REIMBURSEMENT OF COSTS**

26. Ohio EPA has incurred and continues to incur Response Costs in connection with the Site. Ohio EPA's unpaid Response Costs, through December 31, 2008 (except for Enforcement Response Costs incurred after December 31, 2007), in connection with the Site total \$195,830.49. Within forty-five (45) days of the Effective Date, Defendant shall pay the \$195,830.49 to Ohio EPA in full satisfaction of its obligations for Response Costs through December 31, 2008.

27. Defendant shall remit payments to Ohio EPA pursuant to this Section as follows:
- a. Payment shall be made by bank check payable to "Treasurer, State of Ohio" and shall be forwarded to Fiscal Officer, Ohio EPA, P.O. Box 1049, Columbus, Ohio 43216-1049.
  - b. A copy of the transmittal letter and check shall be sent to the Fiscal Officer, DERR, Ohio EPA, P.O. Box 1049, Columbus, Ohio 43216-1049, and to the Site Coordinator and the Assistant Attorney General assigned to this case.

**XII. ACCESS TO INFORMATION AND RECORD RETENTION**

28. Defendant shall comply with Section XI. and XII. of the Findings and Orders. In addition, Defendant shall provide to Ohio EPA, upon request, copies of all non-privileged documents and information within its possession or control or within possession or control of its contractors or agents relating to the Work required by the Findings and Orders and this COPI including, but not limited to manifests, reports, correspondence, or other documents or information related thereto.

**XIII. RESERVATION OF RIGHTS**

29. The State reserves the right to seek further relief from this or any Court including without limitation further preliminary and/or permanent injunctive relief, civil penalties for the claims in the Complaint, cost recovery for Response Costs incurred after December 31, 2008, and cost recovery for Enforcement Response Costs incurred after December 31, 2007, including but not limited to \$9,322.69 in Enforcement Response Costs incurred by Ohio EPA. This reservation explicitly includes the State's right to pursue an order implementing a remedy for contamination at the Site and to seek recovery of costs for such work. This reservation also explicitly includes the State's right to seek relief for claims for damages to natural resources. This COPI does not waive any causes of action or defenses which the Defendant may have as to the State or third parties.

30. Nothing in this COPI shall be construed to limit the authority of the State to undertake any action against any entity, including the Defendant, to eliminate or mitigate conditions that may present an imminent threat to the public health, welfare or environment and to seek cost reimbursement for any such action.

31. Nothing in this COPI shall relieve Defendant of any obligation to comply with R.C. 3734 and 6111 including, without limitation, any regulation, license or order issued under these Chapters, and any other applicable federal, state or local statutes, regulations, or ordinances, including but not limited to permit requirements.

32. The State reserves the right to seek legal and/or equitable relief to enforce the requirements of this COPI, including stipulated penalties and/or contempt penalties or sanctions against Defendant for noncompliance with this COPI.

33. The State reserves the right, upon notice, hearing and approval of the Court, to terminate this COPI and/or perform all or any Work or take any other measures it deems necessary to protect public health and the environment, including recovery of all Response Costs, in the event that the requirements of this COPI are not wholly complied with within the time frames required by this COPI.

#### **XIV. OTHER CLAIMS**

34. Nothing in the Findings and Orders or this COPI shall constitute or be construed as a satisfaction or release from any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation, not subject to this COPI, including the remaining Defendants, for any liability arising from, or related to, events or conditions at the Site, or for any

liability such person may have under CERCLA, other statutes or common law, including but not limited to any claims of the State for costs, damages and interest under Sections 106 and 107 of CERCLA, U.S.C. §§ 9606 and 9607, and Defendant has not purported to or held itself out as representing another person, firm, partnership, or corporation. Defendant expressly denies that it is the agent for or that it represents, or otherwise has the authority to represent, or serve the interests of another person, firm, partnership, or corporation.

**XV. TERMINATION**

35. This COPI shall terminate upon a joint motion of Ohio EPA and Defendant, and approval of the Court, following completion of all activities required under this COPI. This Section, and the Sections of this COPI on Reservation of Rights and Access to Information, shall survive this Termination Provision.

**XVI. MODIFICATION**

36. No modification shall be made to this COPI without the written agreement of Ohio EPA, Defendant and the Court.

**XVII. MAILING AND DELIVERY OF DOCUMENTS**

38. Other than cost reimbursement as set forth in Section XI and payment of stipulated penalties as set forth in Section XXI, all documents requiring submittal pursuant to this COPI shall be sent by certified mail return receipt requested, or equivalent, to:

Ohio EPA Central District Office  
Division of Emergency and Remedial Response  
Attn. Franklin Steel Site Coordinator  
Lazarus Government Center  
50 West Town Street, Suite 700  
Columbus, OH 43215

All correspondence with Defendant Franklin Steel shall be sent to the following:

Richard P. Fahey  
Paul J. Coval  
Vorys, Sater, Seymour and Pease, LLP  
52 E. Gay Street  
Columbus, OH 43215

**XVIII. COMPLIANCE WITH APPLICABLE LAWS, PERMITS AND APPROVALS**

38. All activities undertaken by Defendant pursuant to this COPI shall be undertaken in accordance with the requirements of all applicable federal, state and local laws, rules, regulations and permits or other legal requirements, including this COPI. Defendant shall submit timely applications and requests for any such permits and approvals. Where such laws appear to conflict with the other requirements of this COPI, Defendant is ordered and enjoined to immediately notify Ohio EPA of the potential conflict. Defendant is ordered and enjoined to include in all contracts or subcontracts entered into for Work required under this COPI, provisions stating that such contractors or subcontractors, including their agents and employees, shall perform all activities required by such contracts or subcontracts in compliance with this COPI and all applicable laws and rules. This COPI is not a permit issued pursuant to any federal, state or local law or rule.

39. Should Defendant identify any inconsistency between or among COPI, any applicable federal, state or local laws, rules, regulations or permits or other legal requirements, or any of the



guidance documents, reports, or other items required to be submitted to Ohio EPA under the Findings and Orders or this COPI, Defendant shall promptly notify Ohio EPA in writing of each inconsistency not later than thirty (30) days after identifying the inconsistency and the effect of the inconsistencies upon the Work to be performed. Defendant shall also recommend, along with a supportable rationale justifying each recommendation, the requirement Defendant believes should be followed. Defendant shall implement the affected Work as directed by Ohio EPA.

**XIX. STAY OF LITIGATION**

40. Other than for the purpose of enforcing compliance with this COPI, the State and Defendant agree that all further proceedings in this case, including but not limited to propounding discovery, shall be stayed pending further order of this Court. The State and Defendant reserve the right to move the Court to lift such stay.

**XX. APPENDIX AND DOCUMENTS APPROVED PURSUANT TO THIS COPI**

41. The Parties agree that Appendix A attached to this COPI and all documents approved by Ohio EPA pursuant to the requirements of this COPI are incorporated by reference into and are an enforceable part of this COPI.

**XXI. STIPULATED PENALTIES**

42. In the event that any Ohio EPA-approved deadline contained in the schedule of any approved submittal required by this COPI is not met, Defendant is ordered and enjoined to pay stipulated penalties that shall accrue in the amount of One Hundred Dollars (\$100) per day, per violation for the first fifteen (15) days of non-compliance; Two Hundred and Fifty Dollars (\$250) per day, per violation for the 16th day through the 30th day of noncompliance; and Five Hundred

(\$500) per day, per violation for violations lasting beyond thirty (30) days.

43. Stipulated penalties shall not begin to accrue for days 1 and 2, as indicated in the above schedules, if the milestone requirement or report submission deadline is met on or before day 3. If a milestone requirement or report submission deadline is not met on or before day 3, the Defendant shall be liable for stipulated penalties for days 1, 2, and 3 in addition to the days thereafter, until the milestone requirement or report submission deadline is met.

44. Any payment of stipulated penalties accrued under the provisions of Paragraphs 42 and 43 shall be made by delivering to the Environmental Enforcement Section of the Ohio Attorney General, State Office Tower, 30 East Broad Street - 25th Floor, Columbus, Ohio 43215, Attn: Karen Pierson, or her successor, a certified check(s) for the appropriate amounts(s), within fourteen (14) days from the date the default is cured, made payable to "Treasurer, State of Ohio" to be deposited into the Hazardous Waste Clean-up Account, created pursuant to R.C. Section 3734.28.

## **XXII. NEGOTIATION OF FINAL CONSENT ORDER**

45. Upon termination of this COPI, the State and Defendant agree to meet and confer in good faith concerning the negotiation of a final consent order that may include, but not necessarily be limited to, a permanent injunction implementing the Remedial Design and Remedial Action ("RD/RA") for the selected remedy, the payment of Response Costs incurred after December 31, 2008, the payment of civil penalties and/or supplemental environmental projects for claims alleged in the Complaint, a covenant not to sue for Defendant, a final resolution of Defendant's liability to the State of Ohio for the claims alleged in the Complaint, and a final reservation of rights for the State.

**XXIII. ENTRY OF COPI BY CLERK**

46. Upon signing of this COPI by the Court, the clerk is directed to enter it upon the journal. Within three (3) days of entering the COPI upon the journal, the clerk is directed to serve upon all Parties' notice of the COPI and its effective date upon the journal, in the manner prescribed by Rule 5(b) of the Federal Rules of Civil Procedure and note the service in the appearance docket.

**XXIV. AUTHORITY TO ENTER INTO THE COPI**

47. The signatory for the Defendant, by signing below, represents and warrants that he/she has been duly authorized to sign this document and so bind Franklin Steel to all terms and conditions thereof, and that he/she submits as an attachment to this COPI an authenticated and certified resolution from Franklin Steel establishing that he/she is so empowered.

**XXV. EFFECTIVE DATE**

48. This COPI shall be effective upon the date of its entry by the Court.

**IT IS SO ORDERED.**

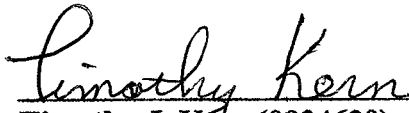
**MAGISTRATE JUDGE NORAH MCCANN KING**

s/Norah McCann King

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO**

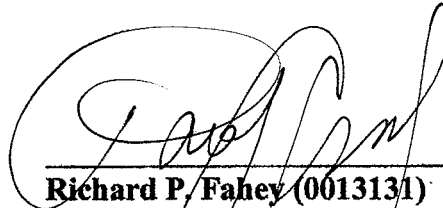
Date: September 17, 2009

**RICHARD CORDRAY  
OHIO ATTORNEY GENERAL**



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Company, aka Franklin Steel Company, Inc.*

**FRANKLIN STEEL COMPANY  
aka FRANKLIN STEEL COMPANY, INC.**

signature: 

print/type name: Laura Paet

title: President