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April 14, 1994

Timothy C. Johnson, Section Leader
Material Decommissioning Section
Decommissioning and Regulatory
Issues Branch
Division of Low-Level Waste Management
and Decommissioning
Office of Nuclear Material Safety
and Safeguards
U. S. Nuclear Regulatory Commission
Washington, D.C. 20555-0001

Re: Chemetron Corporation
Docket No. 040-08724
License No. SUB-1357

Dear Mr. Johnson:

As we discussed, I am enclosing a copy of the Settlement Agreement in the lawsuit captioned Cheryl Kalnasy, et al. v. McGean-Rohco, Inc., et al., Case No. 1:91 CV 1078. This Agreement was executed by the parties, but the Court has not yet entered an order approving it.

Sincerely,



Mark J. Wetterhahn
Counsel for Chemetron Corporation

MJW:sdd
Enclosure
cc: David R. Sargent
Dr. Barry Koh

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PDR ADDCK 04008724
C PDR

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SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into effective February 18, 1994 by and among Chemetron Corporation, a Delaware corporation ("Chemetron"), McGean-Rohco, Inc., an Ohio corporation ("McGean-Rohco"), and the parties plaintiff, individually and as representatives of the proposed plaintiff class in the lawsuit captioned *Cheryl Kalnasy, et al. v. McGean-Rohco, Inc., et al.*, pending in the United States District Court, Northern District of Ohio (the "Court"), and bearing Case No. 1:91 CV 1078 (the "Lawsuit").

RECITALS

WHEREAS, plaintiffs in the Lawsuit have brought claims against Chemetron and McGean-Rohco, the defendants in the Lawsuit (jointly, "Defendants"), on plaintiffs' own behalf as well as on behalf of members of the class for which they have sought certification, relating to the alleged contamination of McGean-Rohco's facility located at 2910 Harvard Avenue, Cuyahoga Heights, Ohio (the "Harvard Avenue Site") and property owned by McGean-Rohco situated north of Bert Avenue in Newburgh Heights, Ohio (the "Bert Avenue Site"); and

WHEREAS, all parties to the Lawsuit have undertaken extensive and thorough discovery from each other, have undertaken investigations into the subject matter of the Lawsuit and have engaged experts to assist them in the analysis and presentation of their respective claims and defenses; and

WHEREAS, the parties to this Settlement Agreement now desire to resolve all present and future disputes between the plaintiffs and the class represented by the plaintiffs, on the one hand, and Chemetron and McGean-Rohco, on the other hand;

NOW, THEREFORE, in consideration of the recitals set forth above and each and all of the covenants, agreements, and releases hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties to this Settlement Agreement do hereby agree as follows:

1. For purposes of effecting the settlement evidenced by this Settlement Agreement, Defendants stipulate to the certification of a class in the Lawsuit for settlement purposes only, pursuant to Fed. R. Civ. P. 23(b)(3), composed of:

Those natural persons who were alive on February 1, 1994, and whose full-time legal residence at any time between January 1, 1975 and February 1, 1994 was on any of the following streets in Newburgh Heights, Ohio; or who, on February 1, 1994 were the legal owners of residential structures on any of the following streets in Newburgh Heights, Ohio:

E. 26th Street;
E. 27th Street;
E. 29th Street;
Ross Avenue;
Hermit Avenue;
Bert Avenue; or
Harvard Avenue, (only between E. 26th Street and Washington Park Blvd.)

(collectively, the "Class"), with the following subclasses:

Subclass A is comprised of those members of the class who played in the Bert Avenue Site between January 1, 1975 and November 1, 1990.

Subclass B is comprised of those members of the class who, on February 1, 1994, were the legal owners of residential structures located on properties which directly adjoin the Bert Avenue Site.

Subclass C is comprised of those members of the class who, on February 1, 1994, were the legal owners of residential structures located on properties which do not directly adjoin the Bert Avenue Site.

Subclass D is comprised of those members of the class who, as of February 1, 1994, served as members of the Plaintiffs' litigation Steering Committee.

Subclass E is comprised of all members of the class who are not members of Subclass A. A person may be a member of Subclass E while also being a member of Subclass(es) B, C or D (as those Subclasses are defined herein).

Plaintiffs shall submit to the Court a proposed order certifying such a class and subclasses.

Chemetron and McGean-Rohco each expressly reserves the right to object to the maintenance of the Lawsuit as a class action in the event that this Settlement Agreement is not approved by the Court or otherwise fails of consummation.

2. The class shall be certified pursuant to Rule 23(b)(3). There will be a Notice of Class Determination and Proposed Settlement of Claims, in the form attached hereto as Exhibit A, which will be mailed to members of the class in accordance with the Court's Class Certification Order. Another Notice of Class Determination and Proposed Settlement of Claims, in the form attached hereto as Exhibit B, will be published in newspapers of general circulation as required by the Court's Class Certification Order. The terms of these Notices are incorporated herein by reference as the timetable agreed upon by the parties for the completion of the class settlement. Each member of the Class who has not filed a written election to be excluded therefrom shall be required to file with the Clerk of the Court (a) a sworn statement evidencing entitlement to share in the Settlement Fund (as defined below) in accordance with the distribution approved by the Court (a "Claim Form") and (b) an executed Release, Waiver and Promise to Cooperate in the form attached hereto as Exhibit C (the "Release"). No distribution from the Settlement Fund shall be made to any member of the Class who has not so filed a Claim Form and Release.

3. Chemetron and McGean-Rohco each expressly reserves the right, at its sole discretion, to withdraw from this Settlement Agreement if any Class member (except any such Class member who is a plaintiff in the lawsuit captioned *Phyllis Jaskey Jones, et al. v. McGean-Rohco, Inc., et al.*, pending in the Court of Common Pleas, Cuyahoga County, Ohio, and bearing Case No. 227973) requests to be excluded. Such withdrawal shall be effected in writing to counsel for the parties hereto within fourteen (14) calendar days after the final date set by the Court for members of the Class to exclude themselves. If either Chemetron or McGean-Rohco, or both, should so withdraw, this Settlement Agreement shall be null and void.

4. The implementation of the class settlement set forth herein shall be as follows:

- a. Plaintiffs shall submit to the Court for approval two Notices of Class Determination and Proposed Settlement of Claims, in the forms attached hereto as Exhibit A and Exhibit B.
- b. Plaintiffs shall submit to the Court a proposed Class Action Order and Order Approving Issuance of Class Notice and Notice of Settlement Hearing in the form attached hereto as Exhibit D describing the manner in which notice shall be given. The parties agree that such notice is the best notice practicable under the circumstances.
- c. Subject to the timetable set forth in the Notice, plaintiffs shall timely move the Court for an order approving this Settlement Agreement.

d. Following final approval by the Court of this Settlement Agreement, the parties will jointly file a Judgment Entry of Dismissal with Prejudice incorporating the approved Settlement Agreement.

5. Chemetron, for itself and on behalf of McGean-Rohco, agrees to pay Five Million Dollars (\$5,000,000) (the "Settlement Amount") to create a Settlement Fund as follows:

- a. Within three (3) business days of final approval by the Court of the Settlement Agreement and the dismissal of the Lawsuit with prejudice, Chemetron shall pay into an interest-bearing escrow account the sum of Five Million Dollars (\$5,000,000), to be held by Ulmer & Berne, counsel for plaintiffs, acting as escrow agent (the "Escrow Agent") without compensation, in trust for the Class.
- b. No disbursement of said Settlement Fund shall be made by the Escrow Agent without prior approval of the Court. No disbursement of the Settlement Fund or any part thereof shall be made prior to the expiration of the time during which an appeal may be taken from (i) the Court's approval of the Settlement Agreement, or (ii) the entry of dismissal of the Lawsuit with prejudice, whichever is later (the "Appeal Time"). If any such appeal is taken, then the obligations of the parties hereto under this Settlement Agreement shall be stayed until such time as there is final approval of the Settlement Agreement and the dismissal of the Lawsuit with prejudice by the court of last resort.

- c. The allocation of the Settlement Fund shall lie in the discretion of the Court following its approval of the Settlement Agreement as a fair and just settlement of the claims of the Class. Counsel for plaintiffs shall have the sole and exclusive responsibility to assist the Court in granting its approval for such allocation. The Plaintiffs' Steering Committee, and class counsel, recommend that the Settlement Fund be allocated as set forth in the Addendum attached hereto. Defendants and their counsel shall take no position with respect to any proposal which plaintiffs' counsel may make with respect to allocation of the Settlement Fund.
- d. The Settlement Fund shall represent the sum total of payments due from Chemetron and/or McGean-Rohco, howsoever denominated, for the settlement and dismissal of the Lawsuit and as consideration for this Settlement Agreement.
- e. Subject to the hold-back provisions in subparagraph 5(f) below, the Settlement Fund shall be distributed to members of the Class in accordance with the orders of the Court promptly after the time determined under subparagraph 5(b).
- f. One Third (1/3) of the distribution of the Settlement Fund to be made to members of Subclass B, One Third (1/3) of the distribution of the Settlement Fund to be made to members of Subclass C, and One Half (1/2) of the distribution of the Settlement Fund to be made to members of Subclass D shall be withheld until

(i) completion by the members of the Class and Class counsel of those obligations stated in Paragraphs 5 through 7 of the Release and (ii) the earlier of (a) approval by all federal, state and local regulatory agencies required for the completion of Chemetron's remediation plans for Harvard Avenue Site and the Bert Avenue Site; or (b) May 10, 1995. The amounts set forth in this subparagraph shall be refunded to Chemetron, with interest accrued thereon, if, between the date of the entry of final judgment and May 10, 1995, either Chemetron or McGean-Rohco notifies the Court, and the Court so finds, that any member of the Class has taken any step to block, impede, frustrate or impair Chemetron's attempt to obtain such approval. This provision shall not constitute liquidated damages and is exclusive of any other rights or remedies which Chemetron or McGean-Rohco may have under this Settlement Agreement or the Releases executed by the individual Class members. Satisfaction of items (i) and (ii) of this subparagraph shall be certified in writing by counsel for Chemetron to the Escrow Agent prior to any distribution of the amounts in the Settlement Fund subject to this subparagraph, and such certification shall not be unreasonably withheld.

6. The judgment to be entered by the Court upon this Settlement Agreement shall be binding on all plaintiffs and each potential Class member who does not exclude himself or herself from the Class (including those members of the Class who do not execute

the Release). Plaintiffs and the members of the Class shall look exclusively to the Settlement Fund for the satisfaction of all claims against Chemetron and McGean-Rohco.

7. The Settlement Amount shall constitute the sole and exclusive source of any attorney's fees, costs or other disbursements which may be demanded by plaintiffs and allowed by the Court against Defendants. Plaintiffs shall make no further application to the Court for any further fee, cost or other disbursement beyond the Settlement Amount. Defendants and their counsel shall take no position with respect to class counsel's application to be paid attorney fees from the Settlement Fund.

8. This Settlement Agreement and the settlement evidenced hereby are conditioned upon approval by the Court of this Settlement Agreement in its entirety as a good faith, ethical, fair, adequate and reasonable settlement. In the event that the Court or any appellate court finally fails to grant such approval, then this Settlement Agreement shall be null and void.

9. In the event that this Settlement Agreement is not consummated because of the withdrawal of either defendant as provided in Paragraph 3, or in the event the Settlement Agreement is not approved by the Court of last resort in the event of appeal, then, upon demand by counsel for Chemetron, all sums paid into the Settlement Fund, together with all interest earned thereon, shall be delivered forthwith to counsel for Chemetron and this Settlement Agreement shall be null and void.

10. The parties agree to cooperate in seeking Court approval for the establishment of a mutually satisfactory procedure to secure the complete and final dismissal of the Lawsuit with prejudice in accordance with the terms of this Settlement Agreement. The parties shall join in taking such other steps as may be necessary or as may be requested

by the Court, and otherwise use their best efforts to effectuate this Settlement Agreement. Such cooperation shall include, but not be limited to, the recommendation by plaintiffs and their counsel that the Class members accept inclusion in the Class and the settlement effectuated by this Settlement Agreement.

11. Plaintiffs consent to the remediation of the Harvard Avenue and Bert Avenue Sites in the manner currently proposed by Chemetron or in any alternate manner as may be proposed by Chemetron. Plaintiffs acknowledge that such consent is part of the consideration to Defendants in entering into this Settlement Agreement. Plaintiffs and plaintiffs' counsel will take any and all reasonable actions requested by Defendants to assist in completing such remediation by Chemetron of the Sites including, but not limited to, the actions enumerated in the Release.

12. The releases, waivers, covenants and agreements contained in the Release are part of the consideration to Defendants in entering into this Settlement Agreement and are incorporated herein as if here fully rewritten, all references therein to the "Undersigned" being herein considered to refer to "each and every member of the Class."

13. Plaintiffs shall (a) at such time as requested by Defendants after approval of this Settlement Agreement by the Court, dismiss with prejudice the lawsuit captioned *Angela Sestak, et al. v. Sunbeam-Oster Company, Inc., et al.*, pending in the Court of Common Pleas, Cuyahoga County, Ohio, and bearing Case No. 257039 (the *Sestak* Lawsuit), each party to bear its own costs and attorney's fees, or (b) otherwise dispose of the *Sestak* Lawsuit in a mutually agreed upon manner.

14. Plaintiffs' counsel shall obtain, as necessary, approval by the Probate Court of this Settlement Agreement, the individual distribution to be made hereunder, and the

Release to be executed pursuant hereto, with respect to each member of the Class who is a minor or for whom such approval is otherwise required by law.

15. Within three (3) business days of final approval by the Court of the Settlement Agreement and the dismissal of the Lawsuit with prejudice, plaintiffs shall withdraw (i) the Notice Of Intent To File Suit Under The Federal Water Pollution Control Act, dated March 23, 1993, and (ii) the Notice Of Intent To File Suit Under Clean Water Act, dated April 8, 1992.

16. Within thirty (30) days of final approval by the Court of the Settlement Agreement and the dismissal of the Lawsuit with prejudice, plaintiffs shall return to Chemetron and McGean-Rohco's counsel, respectively, all documents produced by each such party during the pendency of the Lawsuit, and any copies thereof. Plaintiffs and plaintiffs' counsel shall keep confidential any and all other documents or information obtained in preparation for or during the pendency of the Lawsuit relating to the subject matter of the Lawsuit. Either Chemetron or McGean-Rohco, or both, may apply to the Court for a protective order with respect to any such documents or information.

17. Plaintiffs shall not waive the attorney/client privilege, the privileges afforded pursuant to Rule 26(b)(3) of the Federal Rules of Civil Procedure (the work product doctrine) or any other privileges governing the dissemination or use by plaintiffs' counsel of documents or information relating to the subject matter of the Lawsuit obtained during such counsel's representation of plaintiffs in the Lawsuit.

18. There shall be no press release or any other communication with the media with respect to the settlement evidenced by this Settlement Agreement and the termination of the Lawsuit without the prior consent of all parties hereto.

19. Each party signing this Settlement Agreement expressly represents, warrants, and agrees with each of the following statements:

- a. That they have received independent legal advice from their attorneys with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Settlement Agreement.
- b. THAT THEY HAVE CAREFULLY READ AND REVIEWED WITH THEIR ATTORNEYS, AND KNOW AND UNDERSTAND THE FULL CONTENTS OF THIS SETTLEMENT AGREEMENT, AND ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT UPON THE ADVICE OF THEIR ATTORNEYS.
- c. That they have not assigned to any person or entity, any of the claims, demands, actions, or suits, or any portion thereof, asserted or which could have been asserted by them in the Lawsuit.
- d. That they are fully authorized and competent to execute this Settlement Agreement, and do so in reliance upon their own judgments, beliefs and knowledge of the nature, extent and duration of any injuries, damages, and/or losses which have been or may be incurred by them.
- e. That they are not relying on any statement, representation, omission, inducement, or promise of any other party (or any officer, agent, employee, representative, or attorney for any party)

in executing this Settlement Agreement, or in making the settlement provided for herein, except as expressly stated in this Settlement Agreement.

20. This Settlement Agreement has been, and shall for all purposes be deemed to have been, executed and delivered within the State of Ohio, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio.

21. This Settlement Agreement is the entire Agreement between plaintiffs, on the one hand, and Defendants, on the other, with respect to the subject matter hereof. It supersedes all prior and contemporaneous oral and written agreements and discussions. It may be amended only by an agreement in writing, signed by the parties hereto.

22. The terms of this Settlement Agreement are in compromise and settlement of disputed claims and shall never at any time for any purpose be considered as an admission of liability, fault or responsibility on the part of either Chemetron or McGean-Rohco, by whom any liability to the plaintiffs has been and is expressly denied.

23. This Settlement Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective agents, employees, representatives, officers, directors, parents, predecessors, affiliates, subsidiaries, assigns, heirs, and successors in interest.

24. Each party has participated in the drafting and preparation of this Settlement Agreement, and in any construction to be made of this Settlement Agreement, shall be deemed to have done so.

25. Each term of this Settlement Agreement is contractual, and not merely a recital.

26. All parties shall perform all additional acts and execute and/or deliver all additional documents necessary to carry out the terms of this Settlement Agreement.

27. This Settlement Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

28. The Court shall retain jurisdiction over this matter for the purpose of enforcing any breach or alleged breach of any term contained in this Settlement Agreement or in any Release executed by any member of the Class.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement which shall be considered effective for all relevant purposes as of the date first written above.

PLAINTIFFS:

Dated: Feb 22, 1994

Cheryl Kalnasy
Cheryl Kalnasy

Dated: 2-22-94

Angela Sestak
Angela Sestak

Dated: Feb - 22, 1994

Kristie Monroe
Kristie Monroe

Dated: _____

Jerri Payne

Dated: FEB 23, 1994

Lester Fryer
Lester Fryer

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IN WITNESS WHEREOF, the parties have executed this Settlement Agreement which shall be considered effective for all relevant purposes as of the date first written above.

PLAINTIFFS:

Dated: Feb 22, 1994

Cheryl Kalnasy
Cheryl Kalnasy

Dated: Feb 22, 1994

Angela Sestak
Angela Sestak

Dated: Feb 22, 1994

Kristie Monroe
Kristie Monroe

Dated: Feb 24, 1994

Jerr Payne
Jerr Payne

Dated: _____

Lester Fryer

CHEMETRON CORPORATION

Dated: FEBRUARY 22, 1994

By: Daniel R. Sargent

Title: PRESIDENT

McGEAN-ROHCO, INC.

Dated: February 22 1994

By: D. R. Sargent

Title: Executive Vice President

ATTORNEY'S VERIFICATION

Each attorney signing below acknowledges that he is the attorney of record for the party or parties so indicated and that he has reviewed and fully explained in its entirety all the terms of this Settlement Agreement with his client(s).

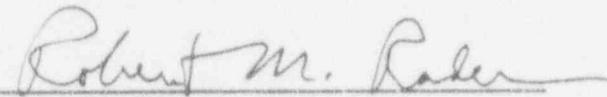
So Acknowledged this 25th day of February, 1994.

By: 

Steven D. Bell
ULMER & BERNE
Bond Court Building
1300 East Ninth Street, Suite 900
Cleveland, Ohio 44114

Attorneys for Plaintiffs

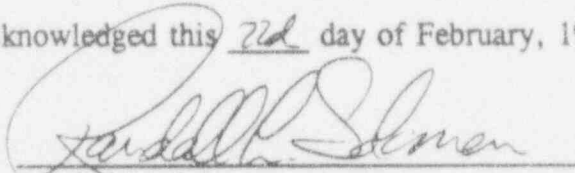
So Acknowledged this 10th March day of ~~February~~, 1994.

By: 

Robert M. Rader
WINSTON & STRAWN
1400 L Street, N.W.
Washington, D.C. 20005

Attorneys for Defendant
Chemetron Corporation

So Acknowledged this 22^d day of February, 1994.

By: 

Randall L. Solomon
BAKER & HOSTETLER
3200 National City Center
1900 East 9th Street
Cleveland, Ohio 44114-3485
(216) 621-0200

Attorneys for Defendant
McGean-Rohco, Inc.

ADDENDUM

1. The members of Subclass A who submit timely and appropriate Claim Forms demonstrating that they are members of Subclass A shall divide equally among themselves, share and share alike, the sum of one million dollars (\$1,000,000.00). Members of Subclass A may additionally be compensated if they are also members of Subclasses B, C or D, but members of Subclass A shall not be permitted to share in the distribution of settlement proceeds as among the members of Subclass E. It is currently believed that approximately forty (40) persons may claim to be members of Subclass A.

2. The members of Subclass B shall divide among themselves the sum of two hundred seventh-five thousand dollars (\$275,000.00) In order to distribute these proceeds among the members of Subclass B, the total amount being paid to the members of Subclass B shall be divided by the number of residential structures which are located on properties which directly adjoin the Bert Avenue Site to arrive at an equal amount of money to be paid per residential structure. This amount of money will thereafter be paid to the owner(s) of such residential structures who submit timely and appropriate Claim Forms demonstrating that they are members of Subclass B. Members of Subclass B may additionally be compensated if they are also members of Subclasses A, D or E. The members of Subclass B may not also be compensated as members of Subclass C. It is currently believed that there are approximately eleven (11) residential structures which are located on properties which directly adjoin the Bert Avenue Site.

3. The members of Subclass C shall divide among themselves the sum of four hundred fifty thousand dollars (\$450,000.00). In order to distribute these proceeds among the members of Subclass C, the total amount being paid to members of Subclass C shall be divided by the number of residential structures which are located on properties which do not directly adjoin the Bert Avenue Site to arrive at an equal amount of money to be paid per residential structure. This amount of money will thereafter be paid to the owner(s) of such residential structures who submit timely and appropriate Claim Forms demonstrating that they are members of Subclass C. Members of Subclass C may additionally be compensated if they are also members of Subclasses A, D or E. The members of Subclass C may not also be compensated as members of Subclass B. It is currently believed that there are approximately seventy (70) residential structures located on properties which do not directly adjoin the Bert Avenue Site.

4. The members of Subclass D who submit timely and appropriate Claim Forms demonstrating that they are members of Subclass D shall divide among themselves, share and share alike, the sum of one hundred eighty thousand dollars (\$180,000.00). Members of Subclass C may also be compensated as members of any other Subclass of which they may be a members. It is currently believed that there are approximately twelve (12) persons who may claim to be members of Subclass D.

5. The members of Subclass E who submit timely and appropriate Claim Forms demonstrating that they are members of Subclass E shall divide among themselves, share and share alike, the sum of one million dollars (\$1,000,000.00). Members of Subclass E may also be compensated as members of Subclasses B, C or D. Members of Subclass E may not also be compensated as members of Subclass A. It is currently believed that approximately 250 persons may claim to be members of Subclass E.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

CHERYL KALNASY, et al.	)	CASE NO. 1:91 CV 1078
)	
Plaintiffs,	)	JUDGE JOHN M. MANOS
)	
v.	)	<u>NOTICE OF CLASS</u>
	)	<u>DETERMINATION AND PROPOSED</u>
McGEAN-ROHCO, INC., et al.,	)	<u>SETTLEMENT OF CLAIMS</u>
)	
Defendants.)	

*This Notice May Affect Your Rights.
Please Read Carefully.*

To: Those natural persons who were alive on February 1, 1994, and whose full-time legal residence at any time between January 1, 1975 and February 1, 1994 was on any of the following streets in Newburgh Heights, Ohio; or who, on February 1, 1994 were the legal owners of residential structures on any of the following streets in Newburgh Heights, Ohio:

East 26th Street;
East 27th Street;
East 29th Street;
Bert Avenue;
Harvard Avenue (only between East 26th Street and Washington Park Boulevard);
Hermit Avenue, or
Ross Avenue.

On June 3, 1991, Cheryl Kalnasy, Angela Sestak, Jerri Payne, Lester Fryer and Kristie Monroe (hereinafter known as "the class Plaintiffs"), filed a civil lawsuit in the

United States District Court for the Northern District of Ohio, Eastern Division, against McGean-Rohco, Inc. and Chemetron Corporation ("the Defendants"). On February 18, 1994, the class Plaintiffs filed a Second Amended Complaint in the same Court. The class Plaintiffs' Second Amended Complaint alleges that the Defendants are liable to pay compensatory and punitive damages to a class of Plaintiffs as a result of the Defendants' alleged use, storage and disposal of radioactive and hazardous materials. The class Plaintiffs' Second Amended Complaint also requests that the Court grant certain injunctive relief in favor of the class of Plaintiffs.

The Defendants have denied any and all liability to the Plaintiffs, and have also asserted a number of affirmative defenses to the class Plaintiffs' complaint.

The Court has not ruled on the merits of the class Plaintiffs' allegations, nor has the Court ruled on any of the affirmative defenses which have been asserted by the Defendants.

The purpose of this Notice is to advise you that the class Plaintiffs and the Defendants have agreed to a proposed settlement of the case, and to advise you of the potential effect which this proposed settlement may have on your rights.

I. Class Action Ruling

For settlement purposes, the Court has ruled that the class Plaintiffs' lawsuit may be maintained as a claim for injunctive relief, compensatory damages, punitive damages, environmental response costs, litigation expenses and attorney fees not only by the class Plaintiffs, but also on behalf of a class consisting of those natural persons who were alive

on February 1, 1994, and who had their full-time legal residence on certain streets in Newburgh Heights, Ohio between January 1, 1975 and February 1, 1994; or who were the owners of residential structures on certain streets in Newburgh Heights, Ohio as of February 1, 1994. The streets in Newburgh Heights, Ohio which make up the class are: East 26th Street, East 27th Street, East 29th Street, Bert Avenue, Harvard Avenue (only between East 26th Street and Washington Park Boulevard), Hermit Avenue and Ross Avenue.

II. Election by Class Members

If you fit the above description of a class member, you have a choice whether or not to remain a member of the class on whose behalf this suit is being maintained. Either choice will have its consequences, which you should understand before making your decision.

-- If you want to be excluded from the class, you must complete the form entitled "Exclusion Request" (copies enclosed) and return it to:

Ulmer & Berne
Newburgh Heights Litigation
P.O. Box 991210
Cleveland, Ohio 44199

by mail postmarked no later than March 17, 1994. By making this election to be excluded, (1) you will not share in any recovery that might be paid to the above-described current and former owners and/or occupants of residences in Newburgh Heights, Ohio who are members of the class as a

result of this settlement; (2) you will not be bound by the terms of the settlement; and (3) you may present any claims you may have against the Defendants by filing your own lawsuit or you may seek to intervene in this lawsuit.

-- IF YOU WANT TO REMAIN A MEMBER OF THE CLASS AND YOU WISH TO SHARE IN THE PROCEEDS OF THE PROPOSED SETTLEMENT, YOU SHOULD NOT FILE THE "EXCLUSION REQUEST". IF YOU WISH TO SHARE IN THE PROCEEDS OF THE PROPOSED SETTLEMENT, YOU MUST EXECUTE A CLAIM FORM (see below).

III. Rights and Obligations of Class Members

If you remain a member of the class:

-- The class Plaintiffs and their attorneys, Steven D. Bell, Gregory J. DeGulis, Michael B. Gardner and the law firm of Ulmer & Berne, will act as your representative and counsel for the presentation of claims against the Defendants. If you desire, you may appear in this case by your own attorney. You may advise the Court at the fairness hearing if you consider that you are not being fairly or adequately represented by the class Plaintiffs or their attorneys.

Each and every person seeking to share in any recovery of money through the proposed settlement will be REQUIRED to submit a Claim Form (copies enclosed). All class members are bound by the settlement.

For this reason, you are requested to notify Steven D. Bell of Ulmer & Berne (at the address shown below) of any changes in your name or address.

IV. Terms of Proposed Settlement

Subject to Court approval, the class Plaintiffs and the Defendants have agreed on a settlement of this case under which the Defendants will pay a total of five million dollars (\$5,000,000.00) to those class members who submit a timely Claim Form (copies enclosed). Class Counsel will also be paid from these proceeds, and Class Counsel will be reimbursed for litigation expenses from these proceeds. If the proposed \$5,000,000.00 settlement is approved by the Court, the settlement proceeds will be divided among the class members in the manner set forth in the Settlement Agreement. *ON OR PRIOR TO MARCH 30, 1994, CLAIM FORMS MUST BE SUBMITTED BY OR ON BEHALF OF EACH AND EVERY MEMBER OF THE CLASS WHO SEEKS TO PARTICIPATE IN THE DISTRIBUTION OF THE PROCEEDS OF THE PROPOSED SETTLEMENT. CLAIM FORMS MAY BE SUBMITTED BY THE PARENTS OR LEGAL GUARDIANS OF THOSE MEMBERS OF THE CLASS WHO WILL BE UNDER THE AGE OF 18 ON THE DATE OF THE SUBMISSION OF THEIR CLAIM FORMS. THESE CLAIM FORMS MUST BE SUBMITTED TO CLASS COUNSEL BY*

MAIL POSTMARKED ON OR PRIOR TO MARCH 30, 1994. FAILURE TO SUBMIT A TIMELY CLAIM FORM WILL BIND CLASS MEMBERS TO THE TERMS OF THE PROPOSED SETTLEMENT, BUT WILL BAR THE CLASS MEMBER FROM PARTICIPATING IN THE DISTRIBUTION OF THE SETTLEMENT PROCEEDS. It is currently believed that as many as 320 persons may be members of the class of Plaintiffs. Details of the distribution of this fund will be determined by the Court at a later date.

In exchange for the payment of these funds, the members of the class will be required to fully release all of their past, current and future claims against McGean-Rohco, Inc., Chemetron Corporation, and their respective affiliated companies, officers and directors. The class of Plaintiffs will also be required to give their consent to the permanent disposal of certain low-level radioactive wastes at the "Bert Avenue Dump Site" in Newburgh Heights, Ohio. A civil lawsuit concerning the disposal of these low-level radioactive wastes at the Bert Avenue Dump Site which was filed in 1993 by certain of the class Plaintiffs in the Cuyahoga County (Ohio) Court of Common Pleas will also be dismissed with prejudice.

A copy of the proposed settlement agreement between the class Plaintiffs and the Defendants, as well as additional copies of the "Exclusion Requests" and Claim Forms are available between 9:00 a.m. and 4:00 p.m. Monday through Friday (legal holidays excluded) from the following locations:

Clerk of Court
United States District Court
Northern District of Ohio
United States Courthouse -- First Floor
Public Square at Superior Avenue
Cleveland, Ohio

Ulmer & Berne
Bond Court Building, Suite 900
1300 East 9th Street
Cleveland, Ohio

Newburgh Heights Village Hall
Harvard Avenue
Newburgh Heights, Ohio

The Defendants do not admit any liability or wrongdoing on their part; the proposed settlement with them is a compromise of disputed claims and does not mean that either of the Defendants has engaged in the conduct alleged by the class Plaintiffs. If approved, the settlement will discharge each of the Defendants and their respective officers, directors and affiliated companies from any further liability to the members of the class.

V. Settlement Hearing

The Court will hold a hearing in the Courtroom of the Honorable John M. Manos of the United States District Court for the Northern District of Ohio, United States Courthouse (Second Floor), Cleveland, Ohio on April 5, 1994 at 10:00 a.m. to determine whether, as recommended by both class counsel and the class Plaintiffs, it should approve the proposed settlement.

Written objections to the proposed settlement by class members (who do not timely elect to exclude themselves from the class) will be considered by the Court, but only if such written objections are filed with the Clerk of the United States District Court for the Northern District of Ohio by mail postmarked before March 30, 1994. Attendance at the hearing is not necessary; however, class members wishing to be heard (either in person or through counsel) in opposition to the proposed settlement must provide written notice of their intent to appear to the Clerk of the United States District Court for the Northern District of Ohio by mail postmarked on or before March 30, 1994.

Class members who support the proposed settlement do not need to appear at the hearing or take any other action to indicate their approval of the proposed settlement.

VI. Further Proceedings

If the settlement is approved by the Court, procedures will be established to make distribution of the settlement proceeds to the members of the class. Class counsel believes that, unless delayed by appeals or unforeseen events, the distribution of some of the settlement proceeds may be made by May 10, 1994.

If the settlement is not approved, the case will continue to be prepared for trial or other judicial resolution of the claims and defenses of the parties. In light of the proposed settlement, the Court has removed this case from the trial calendar.

VII. Additional Information

Any questions you have about the matters contained in this Notice (and any corrections or changes in your name or address) should NOT be directed to the Court or to the Clerk of the Court, but should be directed in writing to:

Steven D. Bell, Esq.
Ulmer & Berne
Bond Court Building, Suite 900
Cleveland, Ohio 44114-1583
(216) 621-8400, extension 430

You may, of course, seek the advice and guidance of your own attorney should you so desire. The pleadings, briefs and other records in this litigation, including a complete copy of the settlement agreement, may be examined at the office of the Clerk of the United States District Court for the Northern District of Ohio, Cleveland, Ohio.

VIII. Important Reminder as to Time Limit

If you wish to be excluded from the class on whose behalf this action is being maintained, you must return the completed "Exclusion Request" to counsel for the class Plaintiffs by mail postmarked on or before March 17, 1994.

If you wish to remain a member of the class, but want to object to the terms of the proposed settlement, you must file your written objection with the Clerk of the United States District Court for the Northern District of Ohio postmarked on or before March 30, 1994. Include any request to be heard orally at the hearing.

Claim Forms must be submitted to class counsel on or before March 30, 1994.

Dated: _____

Geri Smith
Clerk of Court
United States District Court
Northern District of Ohio
United States Courthouse
Cleveland, Ohio 44114

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

CHERYL KALNASY, et al.	)	CASE NO. 1:91 CV 1078
)	
Plaintiffs,	)	JUDGE JOHN M. MANOS
)	
v.	)	<u>NOTICE OF CLASS</u>
	)	<u>DETERMINATION AND PROPOSED</u>
McGEAN-ROHCO, INC., et al.,	)	<u>SETTLEMENT OF CLAIMS</u>
)	
Defendants.)	

*This Notice May Affect Your Rights.
Please Read Carefully.*

To: Those natural persons who were alive on February 1, 1994, and whose full-time legal residence at any time between January 1, 1975 and February 1, 1994 was on any of the following streets in Newburgh Heights, Ohio; or who, on February 1, 1994 were the legal owners of residential structures on any of the following streets in Newburgh Heights, Ohio:

East 26th Street;
East 27th Street;
East 29th Street;
Bert Avenue;
Harvard Avenue (only between East 26th Street and Washington Park Boulevard);
Hermit Avenue, or
Ross Avenue.

On June 3, 1991, Cheryl Kalnasy, Angela Sestak, Jerri Payne, Lester Fryer and Kristie Monroe (hereinafter known as "the class Plaintiffs"), filed a civil lawsuit in the United States District Court for the Northern District of Ohio, Eastern Division, against

McGean-Rohco, Inc. and Chemetron Corporation ("the Defendants"). On February 18, 1994, the class Plaintiffs filed a Second Amended Complaint in the same Court. The class Plaintiffs' Second Amended Complaint alleges that the Defendants are liable to pay compensatory and punitive damages to a class of Plaintiffs as a result of the Defendants' alleged use, storage and disposal of radioactive and hazardous materials. The class Plaintiffs' Second Amended Complaint also requests that the Court grant certain injunctive relief in favor of the class of Plaintiffs.

The Defendants have denied any and all liability to the Plaintiffs, and have also asserted a number of affirmative defenses to the class Plaintiffs' complaint.

The Court has not ruled on the merits of the class Plaintiffs' allegations, nor has the Court ruled on any of the affirmative defenses which have been asserted by the Defendants.

The purpose of this Notice is to advise you that the class Plaintiffs and the Defendants have agreed to a proposed settlement of the case, and to advise you of the potential effect which this proposed settlement may have on your rights.

I. Class Action Ruling

For settlement purposes, the Court has ruled that the class Plaintiffs' lawsuit may be maintained as a claim for injunctive relief, compensatory damages, punitive damages, environmental response costs, litigation expenses and attorney fees not only by the class Plaintiffs, but also on behalf of a class consisting of those natural persons who were alive on February 1, 1994, and who had their full-time legal residence on certain streets in

Newburgh Heights, Ohio between January 1, 1975 and February 1, 1994; or who were the owners of residential structures on certain streets in Newburgh Heights, Ohio as of February 1, 1994. The streets in Newburgh Heights, Ohio which make up the class are: East 26th Street, East 27th Street, East 29th Street, Bert Avenue, Harvard Avenue (only between East 26th Street and Washington Park Boulevard), Hermit Avenue and Ross Avenue.

II. Election by Class Members

If you fit the above description of a class member, you have a choice whether or not to remain a member of the class on whose behalf this suit is being maintained. Either choice will have its consequences, which you should understand before making your decision.

-- If you want to be excluded from the class, you must complete the form entitled "Exclusion Request" (available from the Office of the Clerk of the U.S. District Court for the Northern District of Ohio at the address shown below) and return it to:

Ulmer & Berne
Newburgh Heights Litigation
P.O. Box 991210
Cleveland, Ohio 44199

by mail postmarked no later than March 17, 1994. By making this election to be excluded, (1) you will not share in any recovery that might be paid to the above-described current and former owners and/or occupants of

residences in Newburgh Heights, Ohio who are members of the class as a result of this settlement; (2) you will not be bound by the terms of the settlement; and (3) you may present any claims you may have against the Defendants by filing your own lawsuit or you may seek to intervene in this lawsuit.

-- IF YOU WANT TO REMAIN A MEMBER OF THE CLASS AND YOU WISH TO SHARE IN THE PROCEEDS OF THE PROPOSED SETTLEMENT, YOU SHOULD NOT FILE THE "EXCLUSION REQUEST". IF YOU WISH TO SHARE IN THE PROCEEDS OF THE PROPOSED SETTLEMENT, YOU MUST EXECUTE A CLAIM FORM (see below).

III. Rights and Obligations of Class Members

If you remain a member of the class:

-- The class Plaintiffs and their attorneys, Steven D. Bell, Gregory J. DeGulis, Michael B. Gardner and the law firm of Ulmer & Berne, will act as your representative and counsel for the presentation of claims against the Defendants. If you desire, you may appear in this case by your own attorney. You may advise the Court at the fairness hearing if you consider that you are not being fairly or adequately represented by the class Plaintiffs or their attorneys.

Each and every person seeking to share in any recovery of money through the proposed settlement will be **REQUIRED** to submit a Claim Form (copies of this Claim Form are available from the Office of the Clerk of the United States District Court, from Class Counsel, and at the Newburgh Heights Village Hall). All class members are bound by the settlement.

For this reason, you are requested to notify Steven D. Bell of Ulmer & Berne (at the address shown below) of any changes in your name or address.

IV. Terms of Proposed Settlement

Subject to Court approval, the class Plaintiffs and the Defendants have agreed on a settlement of this case under which the Defendants will pay a total of five million dollars (\$5,000,000.00) to those class members who submit a timely Claim Form (copies of these Claim Forms are available from the Clerk of the United States District Court, from Class Counsel, and at the Newburgh Heights Village Hall). Class Counsel will also be paid from these proceeds, and Class Counsel will be reimbursed for litigation expenses from these proceeds. If the proposed \$5,000,000.00 settlement is approved by the Court, the settlement proceeds will be divided among the class members in the manner set forth in the Settlement Agreement. *ON OR PRIOR TO MARCH 30, 1994, CLAIM FORMS MUST BE SUBMITTED BY OR ON BEHALF OF EACH AND EVERY MEMBER OF THE CLASS WHO SEEKS TO PARTICIPATE IN THE DISTRIBUTION*

OF THE PROCEEDS OF THE PROPOSED SETTLEMENT. CLAIM FORMS MAY BE SUBMITTED BY THE PARENTS OR LEGAL GUARDIANS OF THOSE MEMBERS OF THE CLASS WHO WILL BE UNDER THE AGE OF 18 ON THE DATE OF THE SUBMISSION OF THEIR CLAIM FORMS. THESE CLAIM FORMS MUST BE SUBMITTED TO CLASS COUNSEL BY MAIL POSTMARKED ON OR PRIOR TO MARCH 30, 1994. FAILURE TO SUBMIT A TIMELY CLAIM FORM WILL BIND CLASS MEMBERS TO THE TERMS OF THE PROPOSED SETTLEMENT, BUT WILL BAR THE CLASS MEMBER FROM PARTICIPATING IN THE DISTRIBUTION OF THE SETTLEMENT PROCEEDS. It is currently believed that as many as 320 persons may be members of the class of Plaintiffs. Details of the distribution of this fund will be determined by the Court at a later date.

In exchange for the payment of these funds, the members of the class will be required to fully release all of their past, current and future claims against McGean-Rohco, Inc., Chemetron Corporation, and their respective affiliated companies, officers and directors. The class of Plaintiffs will also be required to give their consent to the permanent disposal of certain low-level radioactive wastes at the "Bert Avenue Dump Site" in Newburgh Heights, Ohio. A civil lawsuit concerning the disposal of these low-level radioactive wastes at the Bert Avenue Dump Site which was filed in 1993 by certain of the class Plaintiffs in the Cuyahoga County (Ohio) Court of Common Pleas will also be dismissed with prejudice.

A copy of the proposed settlement agreement between the class Plaintiffs and the Defendants, as well as additional copies of the "Exclusion Requests" and Claim Forms

are available between 9:00 a.m. and 4:00 p.m. Monday through Friday (legal holidays excluded) from the following locations:

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Bond Court Building, Suite 900
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Newburgh Heights Village Hall
Harvard Avenue
Newburgh Heights, Ohio

The Defendants do not admit any liability or wrongdoing on their part; the proposed settlement with them is a compromise of disputed claims and does not mean that either of the Defendants has engaged in the conduct alleged by the class Plaintiffs. If approved, the settlement will discharge each of the Defendants and their respective officers, directors and affiliated companies from any further liability to the members of the class.

V. Settlement Hearing

The Court will hold a hearing in the Courtroom of the Honorable John M. Manos of the United States District Court for the Northern District of Ohio, United States Courthouse (Second Floor), Cleveland, Ohio on April 5, 1994 at 10:00 a.m. to determine

whether, as recommended by both class counsel and the class Plaintiffs, it should approve the proposed settlement.

Written objections to the proposed settlement by class members (who do not timely elect to exclude themselves from the class) will be considered by the Court, but only if such written objections are filed with the Clerk of the United States District Court for the Northern District of Ohio by mail postmarked before March 30, 1994. Attendance at the hearing is not necessary; however, class members wishing to be heard (either in person or through counsel) in opposition to the proposed settlement must provide written notice of their intent to appear to the Clerk of the United States District Court for the Northern District of Ohio by mail postmarked on or before March 30, 1994.

Class members who support the proposed settlement do not need to appear at the hearing or take any other action to indicate their approval of the proposed settlement.

VI. Further Proceedings

If the settlement is approved by the Court, procedures will be established to make distribution of the settlement proceeds to the members of the class. Class counsel believes that, unless delayed by appeals or unforeseen events, the distribution of some of the settlement proceeds may be made by May 10, 1994.

If the settlement is not approved, the case will continue to be prepared for trial or other judicial resolution of the claims and defenses of the parties. In light of the proposed settlement, the Court has removed this case from the trial calendar.

VII. Additional Information

Any questions you have about the matters contained in this Notice (and any corrections or changes in your name or address) should NOT be directed to the Court or to the Clerk of the Court, but should be directed in writing to:

Steven D. Bell, Esq.
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Bond Court Building, Suite 900
Cleveland, Ohio 44114-1583
(216) 621-8400, extension 430

You may, of course, seek the advice and guidance of your own attorney should you so desire. The pleadings, briefs and other records in this litigation, including a complete copy of the settlement agreement, may be examined at the office of the Clerk of the United States District Court for the Northern District of Ohio, Cleveland, Ohio.

VIII. Important Reminder as to Time Limit

If you wish to be excluded from the class on whose behalf this action is being maintained, you must return the completed "Exclusion Request" to counsel for the class Plaintiffs by mail postmarked on or before March 17, 1994. These "Exclusion Request" forms are available at the location described above.

If you wish to remain a member of the class, but want to object to the terms of the proposed settlement, you must file your written objection with the Clerk of the United States District Court for the Northern District of Ohio postmarked on or before March 30, 1994. Include any request to be heard orally at the hearing.

Claim Forms must be submitted to class counsel on or before March 30, 1994.

These Claim Forms are available at the locations described above.

Dated: _____

Geri Smith
Clerk of Court
United States District Court
Northern District of Ohio
United States Courthouse
Cleveland, Ohio 44114

RELEASE, WAIVER AND PROMISE TO COOPERATE

WHEREAS, the undersigned is a member of the class of plaintiffs and/or, if so indicated below, is the legal guardian of a member of the class of plaintiffs (the "Class") certified by the Court in the lawsuit captioned *Cheryl Kalnasy, et al. v. McGean-Rohco, et al.*, pending in the United States District Court for the Northern District of Ohio, and bearing Case No. 1:91 CV 1078 ("the Lawsuit"); and

WHEREAS, the undersigned has elected not to be excluded from the class; and

WHEREAS, all claims of all class members in the Lawsuit, including the undersigned, have been settled pursuant to a Settlement Agreement dated February 18, 1994 between Chemetron Corporation ("Chemetron") and McGean-Rohco, Inc ("McGean-Rohco") (jointly "Defendants"), on the one hand, and the plaintiffs in the Lawsuit individually and as representatives of the members of the Class (hereinafter jointly referred to as "Plaintiffs"), on the other hand; and

WHEREAS, the undersigned has filed a sworn statement evidencing entitlement to share in the Settlement Fund established by Defendants pursuant to the Settlement Agreement;

NOW THEREFORE, in consideration of the payment or the right to receive payment by the undersigned out of the Settlement Fund, the receipt and sufficiency of which are hereby acknowledged, the undersigned for himself or herself and, if so indicated, as legal guardian of the minor(s) or other Class member(s) listed below for whom the undersigned

has been duly authorized to execute this Release (hereinafter jointly referred to as the "Undersigned"), agrees as follows:

1. The Undersigned does hereby irrevocably and unconditionally release and forever discharge Chemetron, Chemetron Investments, Inc., Sunbeam-Oster Company, Inc., McGean-Rohco, each and every parent, direct or indirect, predecessor, affiliate or subsidiary of the aforementioned entities, and each and every present or former director, officer or employee thereof, including heirs, successors and assigns thereof (collectively the "Releasees"), from all claims, actions, suits, liabilities, demands, damages, losses, costs and expenses (including attorney's fees and costs) of any nature whatsoever, including, without limitation, all claims for personal injury, mental distress, medical monitoring, fear and risk of injury or disease, and property damage, whether known or unknown to the Undersigned, which the Undersigned now has or claims to have, or which at any time heretofore the Undersigned had or claimed to have, or which the Undersigned hereafter might have or claim to have against Releasees, including without limitation, all such, actions, suits, liabilities, damages, losses, costs and expenses resulting from or related to any operation or activity by Releasees on, any occurrence involving Releasees at, or any omission or failure to act by Releasees with respect to, the facility located at 2910 Harvard Avenue, Cuyahoga Heights, Ohio and any adjacent property (the "Harvard Avenue Site") or the property currently owned by McGean-Rohco situated north of Bert Avenue in Newburgh Heights, Ohio (the "Bert Avenue Site") (collectively, the "Sites"), or the exposure of the Undersigned to any substance existing on or emanating from the Sites, and further including, without limitation, all claims which were or which could have been asserted by the Plaintiffs in the Lawsuit.

2. In executing this Release, Waiver and Promise to Cooperate ("Release"), the Undersigned acknowledges the possibility that subsequent to the execution of this Release, the Undersigned may become aware of, discover, incur or suffer claims, actions, suits, liabilities, demands, damages, losses, costs and expenses, whether relating to personal injury, property damage or otherwise, which were unknown or unanticipated on the date of this Release and which arise out of, or are directly or indirectly related to, operations, activities, occurrences or exposure to substances at the Sites and which, if known by said Undersigned on the date this Release, may have affected the Undersigned's decision to enter into this Release. The Undersigned acknowledges and agrees that the release set forth in Paragraph 1 above includes any and all such claims; that the Undersigned is assuming the risk of the present or future existence of any and all unknown or unanticipated claims, actions, suits, liabilities, demands, damages, losses, costs and expenses; and that the Undersigned by executing the Release waives any rights relating to, and releases Releasees from, any and all such unknown or unanticipated claims, actions, suits, liabilities, demands, damages, losses, costs and expenses.

3. The Undersigned executes this Release with full knowledge and understanding of any and all rights which he or she might have against the Releasees. The Undersigned as a member of the class in the Lawsuit, is represented by legal counsel and acknowledges that he or she has had an opportunity to seek advice from such counsel or from other counsel of the Undersigned's choosing in that regard. The Undersigned assumes the risk of any mistake of fact made in connection with the facts involved herein and with regard to any facts which are unknown to them.

4. This Release and the Settlement Agreement are in compromise and settlement of disputed claims and shall never at any time for any purpose be considered as an admission of liability, fault or responsibility on the part of Releasees, by whom any liability to the Undersigned has been expressly denied.

5. The Undersigned will not oppose or in any manner interfere with the approval or implementation of remediation plans submitted by Chemetron to any federal, state, or local regulatory agencies for the remediation of the Sites. The Undersigned further covenants and agrees to take such reasonable steps relating to the remediation of the Sites, at Chemetron's request and expense, as are necessary in order to enable Chemetron to obtain any and all such regulatory approvals and complete its remediation of the Sites, including, but not limited to, the granting of any and all necessary waivers of any federal, state or local regulations which may be necessary for the remediation of the Sites by means of a landfill in place at the Bert Avenue Site. If the Undersigned owns real property within five thousand (5000) feet of the Bert Avenue Site, the Undersigned hereby waives any objection he or she has or might have under any applicable statutes or regulations relating to the siting or proximity of a solid waste disposal site, a hazardous waste disposal site or a mixed waste disposal site, for the purpose of implementing and completing Chemetron's remediation plans; and the Undersigned agrees to execute any and all necessary documentation relating to such waiver, including, without limitation, covenants to be placed of record in the real property records of Cuyahoga County, Ohio to give effect to the foregoing.

6. In facilitation of the covenants and agreement stated in Paragraph 9 hereof, and to support the remediation plans submitted by Chemetron stated in Paragraph 9 hereof, the Undersigned further covenants and agrees:

- a. That he/she will not request, support a request for, or otherwise participate in (except at the express request of Chemetron) a hearing or any other relief in response to any notification by the Nuclear Regulatory Commission (the "NRC"), the United States Environmental Protection Agency ("USEPA"), the Ohio Environmental Protection Agency, ("Ohio EPA") the Ohio Department of Health, or any other federal, state, or local governmental agency with regard to proposed remediation or licensing actions involving the Sites;
- b. That he/she will grant permission for Chemetron and its agents, as necessary, to enter on the property of the Undersigned to conduct such surveys and remediation as may be required; and
- c. That he/she will grant any other permission as may be requested or needed by the NRC, USEPA, Ohio EPA, Ohio Department of Health or any other federal, state, or local governmental agency for Chemetron to complete its proposed remediation of the Sites.

7. The Undersigned hereby authorizes and directs counsel for the Plaintiffs to do the following on his/her behalf:

- a. Inform the Chairman of the NRC in writing that the Undersigned, if currently residing in the area of the Sites, does not oppose the remediation plans submitted by Chemetron; that the Undersigned does not oppose Chemetron's performance of

the neighborhood radiation survey requested and approved by the NRC; that the Undersigned does not object to placing excavated material from the Harvard Avenue Site and debris and other material resulting from the decontamination of the McGean-Rohco factory within the onsite burial cell at the Bert Avenue Site; and that the Undersigned does not object to the movement of the excavated soil piles at the Harvard Avenue and Bert Avenue Sites.

- b. Inform in writing the Governor of Ohio, the Directors of the Ohio Environmental Protection Agency and Ohio Department of Health, the Ohio Attorney General and the Director of the County Board of Health and any other federal, state and local officials as Chemetron may request, that the Undersigned does not oppose the onsite disposal of radioactive and solid waste at the Bert Avenue Site;
- c. Inform in writing Congressman Hoke, Senators Glenn and Metzenbaum, the Mayors and Village Councils of Newburgh Heights and Cuyahoga Heights and any other elected or public official previously contacted by Plaintiffs or their counsel, or as Chemetron may request, that the Undersigned's dispute with Chemetron and McGean-Rohco has been resolved satisfactorily and that the Undersigned supports the efforts of Chemetron to complete its proposed remediation plans for the Sites; and

d. Take such other action reasonably requested by Chemetron to assist Chemetron in completing the remediation of the Sites.

8. This Release and the Settlement Agreement constitute the entire agreement between the Undersigned, on the one hand, and the Releasees, on the other hand.

9. This Release shall be construed, governed and enforced in accordance with the laws of the State of Ohio.

10. In the event that any provision of this Release shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11. The parties shall submit any dispute or controversy arising out of this Release to the United States District Court for the Northern District of Ohio which approved the Settlement Agreement in the case captioned *Cheryl Kalnasy, et al. v. McGean-Rohco, Inc., et al.*, bearing Case No. 1:91 CV 1078. The prevailing party or parties in any such dispute or controversy shall be entitled to recover from the nonprevailing party or parties reasonable expenses, including, without limitation, attorney's fees and costs actually incurred.

12. THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO HAS RETAINED JURISDICTION OVER THIS MATTER IN ORDER TO ENFORCE COMPLIANCE WITH THE TERMS OF THIS RELEASE, WAIVER AND PROMISE TO COOPERATE. BY EXECUTING THIS DOCUMENT, THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE MAY BE SUBJECT TO COURT PROCEEDINGS FOR ANY BREACH OF THE PROMISES OR

REPRESENTATIONS CONTAINED IN THIS RELEASE, WAIVER AND PROMISE TO COOPERATE.

13. The Undersigned acknowledges that he or she has read this Release and the Settlement Agreement in their entirety, has discussed or has had the opportunity to discuss the contents and effect of this Release and the Settlement Agreement with counsel and that the Undersigned understands and agrees to the provisions contained therein.

IN WITNESS WHEREOF, the Undersigned has executed this Release, Waiver and Promise to Cooperate for himself or herself and, if indicated below, as the legal guardian of the class member(s) listed below for whom the Undersigned has been duly authorized to execute this Release.

Plaintiff-Releasor for himself or herself

Plaintiff-Releasor as legal guardian for:

(Plaintiff-Releasor print name here)

(Print name of legal minor or other ward)

(Print name of legal minor or other ward)

(Print name of legal minor or other ward)

Dated: _____

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

CHERYL KALNASY, et al.	)	CASE NO. 1:91 CV 1078
)	
Plaintiffs,	)	JUDGE JOHN M. MANOS
)	
v.)	
)	
McGEAN-ROHCO, INC., et al.,	)	<u>CLASS ACTION ORDER AND ORDER</u>
	)	<u>APPROVING ISSUANCE OF CLASS</u>
	)	<u>NOTICE AND NOTICE OF</u>
Defendants.	)	<u>SETTLEMENT HEARING</u>

This cause came to be heard on the motion of plaintiffs Cheryl Kalnasy, Angela Sestak, Jerri Payne, Lester Fryer and Kristie Monroe (hereinafter "the class plaintiffs"), who seek an order certifying the within matter as a class action pursuant to Rule 23(b)(3), Federal Rules of Civil Procedure.

The Court has reviewed the Motion for Class Certification filed on behalf of the class plaintiffs, and has also reviewed individual affidavits executed by each of the class plaintiffs.

The Court finds:

1. The class plaintiffs have filed this action on behalf of a class of persons estimated to number more than 300. Joinder of all members of this class is impracticable.
2. The Second Amended Complaint filed by the class plaintiffs indicates that there are questions of law and fact which are common to the class.

3. The claims of the class plaintiffs are typical of the claims to be asserted by individual members of the class.

4. The class plaintiffs have no conflicts with the interests of the class they seek to represent.

5. The class plaintiffs are represented by counsel competent to undertake the litigation of this class action.

6. The class plaintiffs will fairly and adequately protect the interest of the class.

7. It is advantageous to the plaintiffs, to the defendants, and to the court to determine the common questions of law and fact presented in the Second Amended Complaint by means of a class action. The advantages of a resolution of the common questions of law and fact presented by the Second Amended complaint by means of a class action outweigh the interest of any individual member of the class to seek an individual determination of their rights.

8. No other litigation concerning the subject matter of the class plaintiffs' Second Amended Complaint is now pending in any state or federal court.

9. It is desirable that all claims concerning the subject matter of the class plaintiffs' Second Amended Complaint be litigated in the Northern District of Ohio, where all of the claims discussed in the Second Amended Complaint of the class plaintiffs have arisen.

10. There are no difficulties which are likely to be encountered in the management of this matter as a class action.

11. A discrete, definable class made up of the current and former occupants of

dwellings surrounding the Bert Avenue Dump and Harvard Avenue sites exists. If necessary, the Court may create subclasses of individuals within the overall class.

12. Questions of law and fact which are common to the members of the class predominate over any questions affecting only individual members of the class.

13. Maintenance of this matter as a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

14. The Court has been notified of a negotiated settlement between plaintiffs and defendants.

15. The Court has been informed of the terms of the negotiated settlement and provisionally finds the settlement to be fair and reasonable.

IT IS THEREFORE ORDERED:

1. The class plaintiffs may maintain this action on behalf of the following class of persons:

Those natural persons who were alive on February 1, 1994, and whose full-time legal residence at any time between January 1, 1975 and February 1, 1994 was on any of the following streets in Newburgh Heights, Ohio; or who, on February 1, 1994, were the legal owners of residential structures on any of the following streets in Newburgh Heights, Ohio: East 26th Street, East 27th Street, East 29th Street, Bert Avenue, Ross Avenue, Hermit Avenue; and Harvard Avenue (only between 26th Street and Washington Park Boulevard).

2. The class plaintiffs are directed to send a copy of this Class Action Order and Order Approving Issuance of Class Notice and Notice of Settlement Hearing, a copy of the approved Notice of Class Determination and Proposed Settlement of Claims (in the form attached as Exhibit A), ten (10) Claim Forms and five (5) Requests for Exclusion to each member of the class whose identity is reasonably ascertainable by Certified Mail, Return Receipt Requested, as soon as practicable. A second mailing of the same materials by regular first-class mail will be sent to those class members who do not return acknowledgement of receipt forms from the certified mailing.

3. The Defendants shall cause to be published in *The Plain Dealer* and the *Neighborhood News* and the *Cleveland Daily Legal News* on one occasion for two (2) consecutive weeks of February 21 and February 28, 1994 a notice in conformity with that attached hereto as Exhibit B. Defendants shall obtain appropriate documentation establishing that such notices have been published in accordance with this Order.

4. Any member of the class wishing to be excluded from the class shall execute an Exclusion Request (in the form attached as Exhibit C), and return same to counsel for the class by mail postmarked no later than March 17, 1994.

5. The class Plaintiffs, through their counsel or otherwise, shall assist in distributing Claim Forms (in the form attached as Exhibit D) to all persons who are believed to be members of the class. Any person wishing to participate in the distribution of any settlement proceeds shall execute a Claim Form (in the form attached as Exhibit D) on penalty of perjury, and return same to class counsel by mail postmarked no later than March 30, 1994. Any member of the Class not submitting a timely Claim Form in the

manner here described shall be bound by the release of claims contemplated in the proposed settlement, but shall not share in the distribution of any settlement proceeds.

6. On or before February 22, 1994, class counsel shall establish a document depository at the Newburgh Heights Village Hall. This document depository shall include a copy of the Proposed Settlement Agreement, one hundred (100) Claim Forms, and one hundred (100) Requests for Exclusion. Any person may examine the documents in this document depository (and obtain copies of the Claim Forms and Requests for Exclusion) between 9:00 a.m. and 4:00 p.m. Monday through Friday (legal holidays excluded). A duplicate depository shall be established at the office of class counsel. Claim Forms and Requests for Exclusion shall also be available from the Clerk of this Court.

7. Any member of the class who wishes to object to the terms of the proposed settlement shall provide written notice of such objections by transmitting such written objections to the Clerk of this Court by mail postmarked on or before March 30, 1994. Any person wishing to appear at the hearing on the proposed settlement (either in person or through counsel) shall notify the Clerk of this Court in writing of his/her intention to appear. Such written notice shall be given by mail postmarked on or before March 30, 1994.

8. Pursuant to Rule 23(e), Fed. R. Civ. P., the Court will hold a hearing on April 5, 1994 at 10:00 a.m. to evaluate the fairness of the settlement, and, if appropriate, to enter final judgment.

IT IS SO ORDERED.

United States District Judge

EXHIBIT A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

CHERYL KALNASY, et al.	)	CASE NO. 1:91 CV 1078
)	
Plaintiffs,	)	JUDGE JOHN M. MANOS
)	
v.	)	<u>NOTICE OF CLASS</u>
	)	<u>DETERMINATION AND PROPOSED</u>
McGEAN-ROHCO, INC., et al.,	)	<u>SETTLEMENT OF CLAIMS</u>
)	
Defendants.)	

*This Notice May Affect Your Rights.
Please Read Carefully.*

To: Those natural persons who were alive on February 1, 1994, and whose full-time legal residence at any time between January 1, 1975 and February 1, 1994 was on any of the following streets in Newburgh Heights, Ohio; or who, on February 1, 1994 were the legal owners of residential structures on any of the following streets in Newburgh Heights, Ohio:

East 26th Street;
East 27th Street;
East 29th Street;
Bert Avenue;
Harvard Avenue (only between East 26th Street and Washington Park Boulevard);
Hermit Avenue, or
Ross Avenue.

On June 3, 1991, Cheryl Kalnasy, Angela Sestak, Jerri Payne, Lester Fryer and Kristie Monroe (hereinafter known as "the class Plaintiffs"), filed a civil lawsuit in the

United States District Court for the Northern District of Ohio, Eastern Division, against McGean-Rohco, Inc. and Chemetron Corporation ("the Defendants"). On February 18, 1994, the class Plaintiffs filed a Second Amended Complaint in the same Court. The class Plaintiffs' Second Amended Complaint alleges that the Defendants are liable to pay compensatory and punitive damages to a class of Plaintiffs as a result of the Defendants' alleged use, storage and disposal of radioactive and hazardous materials. The class Plaintiffs' Second Amended Complaint also requests that the Court grant certain injunctive relief in favor of the class of Plaintiffs.

The Defendants have denied any and all liability to the Plaintiffs, and have also asserted a number of affirmative defenses to the class Plaintiffs' complaint.

The Court has not ruled on the merits of the class Plaintiffs' allegations, nor has the Court ruled on any of the affirmative defenses which have been asserted by the Defendants.

The purpose of this Notice is to advise you that the class Plaintiffs and the Defendants have agreed to a proposed settlement of the case, and to advise you of the potential effect which this proposed settlement may have on your rights.

I. Class Action Ruling

For settlement purposes, the Court has ruled that the class Plaintiffs' lawsuit may be maintained as a claim for injunctive relief, compensatory damages, punitive damages, environmental response costs, litigation expenses and attorney fees not only by the class Plaintiffs, but also on behalf of a class consisting of those natural persons who were alive

on February 1, 1994, and who had their full-time legal residence on certain streets in Newburgh Heights, Ohio between January 1, 1975 and February 1, 1994; or who were the owners of residential structures on certain streets in Newburgh Heights, Ohio as of February 1, 1994. The streets in Newburgh Heights, Ohio which make up the class are: East 26th Street, East 27th Street, East 29th Street, Bert Avenue, Harvard Avenue (only between East 26th Street and Washington Park Boulevard), Hermit Avenue and Ross Avenue.

II. Election by Class Members

If you fit the above description of a class member, you have a choice whether or not to remain a member of the class on whose behalf this suit is being maintained. Either choice will have its consequences, which you should understand before making your decision.

-- If you want to be excluded from the class, you must complete the form entitled "Exclusion Request" (copies enclosed) and return it to:

Ulmer & Berne
Newburgh Heights Litigation
P.O. Box 991210
Cleveland, Ohio 44199

by mail postmarked no later than March 17, 1994. By making this election to be excluded, (1) you will not share in any recovery that might be paid to the above-described current and former owners and/or occupants of residences in Newburgh Heights, Ohio who are members of the class as a

result of this settlement; (2) you will not be bound by the terms of the settlement; and (3) you may present any claims you may have against the Defendants by filing your own lawsuit or you may seek to intervene in this lawsuit.

-- IF YOU WANT TO REMAIN A MEMBER OF THE CLASS AND YOU WISH TO SHARE IN THE PROCEEDS OF THE PROPOSED SETTLEMENT, YOU SHOULD NOT FILE THE "EXCLUSION REQUEST". IF YOU WISH TO SHARE IN THE PROCEEDS OF THE PROPOSED SETTLEMENT, YOU MUST EXECUTE A CLAIM FORM (see below).

III. Rights and Obligations of Class Members

If you remain a member of the class:

-- The class Plaintiffs and their attorneys, Steven D. Bell, Gregory J. DeGulis, Michael B. Gardner and the law firm of Ulmer & Berne, will act as your representative and counsel for the presentation of claims against the Defendants. If you desire, you may appear in this case by your own attorney. You may advise the Court at the fairness hearing if you consider that you are not being fairly or adequately represented by the class Plaintiffs or their attorneys.

Each and every person seeking to share in any recovery of money through the proposed settlement will be REQUIRED to submit a Claim Form (copies enclosed). All class members are bound by the settlement.

For this reason, you are requested to notify Steven D. Bell of Ulmer & Berne (at the address shown below) of any changes in your name or address.

IV. Terms of Proposed Settlement

Subject to Court approval, the class Plaintiffs and the Defendants have agreed on a settlement of this case under which the Defendants will pay a total of five million dollars (\$5,000,000.00) to those class members who submit a timely Claim Form (copies enclosed). Class Counsel will also be paid from these proceeds, and Class Counsel will be reimbursed for litigation expenses from these proceeds. If the proposed \$5,000,000.00 settlement is approved by the Court, the settlement proceeds will be divided among the class members in the manner set forth in the Settlement Agreement. *ON OR PRIOR TO MARCH 30, 1994, CLAIM FORMS MUST BE SUBMITTED BY OR ON BEHALF OF EACH AND EVERY MEMBER OF THE CLASS WHO SEEKS TO PARTICIPATE IN THE DISTRIBUTION OF THE PROCEEDS OF THE PROPOSED SETTLEMENT. CLAIM FORMS MAY BE SUBMITTED BY THE PARENTS OR LEGAL GUARDIANS OF THOSE MEMBERS OF THE CLASS WHO WILL BE UNDER THE AGE OF 18 ON THE DATE OF THE SUBMISSION OF THEIR CLAIM FORMS. THESE CLAIM FORMS MUST BE SUBMITTED TO CLASS COUNSEL BY*

MAIL POSTMARKED ON OR PRIOR TO MARCH 30, 1994. FAILURE TO SUBMIT A TIMELY CLAIM FORM WILL BIND CLASS MEMBERS TO THE TERMS OF THE PROPOSED SETTLEMENT, BUT WILL BAR THE CLASS MEMBER FROM PARTICIPATING IN THE DISTRIBUTION OF THE SETTLEMENT PROCEEDS. It is currently believed that as many as 320 persons may be members of the class of Plaintiffs. Details of the distribution of this fund will be determined by the Court at a later date.

In exchange for the payment of these funds, the members of the class will be required to fully release all of their past, current and future claims against McGean-Rohco, Inc., Chemetron Corporation, and their respective affiliated companies, officers and directors. The class of Plaintiffs will also be required to give their consent to the permanent disposal of certain low-level radioactive wastes at the "Bert Avenue Dump Site" in Newburgh Heights, Ohio. A civil lawsuit concerning the disposal of these low-level radioactive wastes at the Bert Avenue Dump Site which was filed in 1993 by certain of the class Plaintiffs in the Cuyahoga County (Ohio) Court of Common Pleas will also be dismissed with prejudice.

A copy of the proposed settlement agreement between the class Plaintiffs and the Defendants, as well as additional copies of the "Exclusion Requests" and Claim Forms are available between 9:00 a.m. and 5:00 p.m. Monday through Friday (legal holidays excluded) from the following locations:

Clerk of Court
United States District Court
Northern District of Ohio
United States Courthouse -- First Floor
Public Square at Superior Avenue
Cleveland, Ohio

Ulmer & Berne
Bond Court Building, Suite 900
1300 East 9th Street
Cleveland, Ohio

Newburgh Heights Village Hall
Harvard Avenue
Newburgh Heights, Ohio

The Defendants do not admit any liability or wrongdoing on their part; the proposed settlement with them is a compromise of disputed claims and does not mean that either of the Defendants has engaged in the conduct alleged by the class Plaintiffs. If approved, the settlement will discharge each of the Defendants and their respective officers, directors and affiliated companies from any further liability to the members of the class.

V. Settlement Hearing

The Court will hold a hearing in the Courtroom of the Honorable John M. Manos of the United States District Court for the Northern District of Ohio, United States Courthouse (Second Floor), Cleveland, Ohio on April 5, 1994 at 10:00 a.m. to determine whether, as recommended by both class counsel and the class Plaintiffs it should approve the proposed settlement.

Written objections to the proposed settlement by class members (who do not timely elect to exclude themselves from the class) will be considered by the Court, but only if such written objections are filed with the Clerk of the United States District Court for the Northern District of Ohio by mail postmarked before March 30, 1994. Attendance at the hearing is not necessary; however, class members wishing to be heard (either in person or through counsel) in opposition to the proposed settlement must provide written notice of their intent to appear to the Clerk of the United States District Court for the Northern District of Ohio by mail postmarked on or before March 30, 1994.

Class members who support the proposed settlement do not need to appear at the hearing or take any other action to indicate their approval of the proposed settlement.

VI. Further Proceedings

If the settlement is approved by the Court, procedures will be established to make distribution of the settlement proceeds to the members of the class. Class counsel believes that, unless delayed by appeals or unforeseen events, the distribution of some of the settlement proceeds may be made by May 10, 1994.

If the settlement is not approved, the case will continue to be prepared for trial or other judicial resolution of the claims and defenses of the parties. In light of the proposed settlement, the Court has removed this case from the trial calendar.

VII. Additional Information

Any questions you have about the matters contained in this Notice (and any corrections or changes in your name or address) should NOT be directed to the Court or to the Clerk of the Court, but should be directed in writing to:

Steven D. Bell, Esq.
Ulmer & Berne
Bond Court Building, Suite 900
Cleveland, Ohio 44114-1583
(216) 621-8400, extension 430

You may, of course, seek the advice and guidance of your own attorney should you so desire. The pleadings, briefs and other records in this litigation, including a complete copy of the settlement agreement, may be examined at the office of the Clerk of the United States District Court for the Northern District of Ohio, Cleveland, Ohio.

VIII. Important Reminder as to Time Limit

If you wish to be excluded from the class on whose behalf this action is being maintained, you must return the completed "Exclusion Request" to counsel for the class Plaintiffs by mail postmarked on or before March 17, 1994.

If you wish to remain a member of the class, but want to object to the terms of the proposed settlement, you must file your written objection with the Clerk of the United States District Court for the Northern District of Ohio postmarked on or before March 30, 1994. Include any request to be heard orally at the hearing.

Claim Forms must be submitted to class counsel on or before March 30, 1994.

Dated: _____

Geri Smith
Clerk of Court
United States District Court
Northern District of Ohio
United States Courthouse
Cleveland, Ohio 44114

EXHIBIT B

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

CHERYL KALNASY, et al.	)	CASE NO. 1:91 CV 1078
)	
Plaintiffs,	)	JUDGE JOHN M. MANOS
)	
v.	)	<u>NOTICE OF CLASS</u>
)	<u>DETERMINATION AND PROPOSED</u>
McGEAN-ROHCO, INC., et al.,)	<u>SETTLEMENT OF CLAIMS</u>
)	
Defendants.)	

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East 26th Street;
East 27th Street;
East 29th Street;
Bert Avenue;
Harvard Avenue (only between East 26th Street and Washington Park Boulevard);
Hermit Avenue, or
Ross Avenue.

On June 3, 1991, Cheryl Kalnasy, Angela Sestak, Jerri Payne, Lester Fryer and Kristie Monroe (hereinafter known as "the class Plaintiffs"), filed a civil lawsuit in the United States District Court for the Northern District of Ohio, Eastern Division, against

McGean-Rohco, Inc. and Chemetron Corporation ("the Defendants"). On February 18, 1994, the class Plaintiffs filed a Second Amended Complaint in the same Court. The class Plaintiffs' Second Amended Complaint alleges that the Defendants are liable to pay compensatory and punitive damages to a class of Plaintiffs as a result of the Defendants' alleged use, storage and disposal of radioactive and hazardous materials. The class Plaintiffs' Second Amended Complaint also requests that the Court grant certain injunctive relief in favor of the class of Plaintiffs.

The Defendants have denied any and all liability to the Plaintiffs, and have also asserted a number of affirmative defenses to the class Plaintiffs' complaint.

The Court has not ruled on the merits of the class Plaintiffs' allegations, nor has the Court ruled on any of the affirmative defenses which have been asserted by the Defendants.

The purpose of this Notice is to advise you that the class Plaintiffs and the Defendants have agreed to a proposed settlement of the case, and to advise you of the potential effect which this proposed settlement may have on your rights.

I. Class Action Ruling

For settlement purposes, the Court has ruled that the class Plaintiffs' lawsuit may be maintained as a claim for injunctive relief, compensatory damages, punitive damages, environmental response costs, litigation expenses and attorney fees not only by the class Plaintiffs, but also on behalf of a class consisting of those natural persons who were alive on February 1, 1994, and who had their full-time legal residence on certain streets in

Newburgh Heights, Ohio between January 1, 1975 and February 1, 1994; or who were the owners of residential structures on certain streets in Newburgh Heights, Ohio as of February 1, 1994. The streets in Newburgh Heights, Ohio which make up the class are: East 26th Street, East 27th Street, East 29th Street, Bert Avenue, Harvard Avenue (only between East 26th Street and Washington Park Boulevard), Hermit Avenue and Ross Avenue.

II. Election by Class Members

If you fit the above description of a class member, you have a choice whether or not to remain a member of the class on whose behalf this suit is being maintained. Either choice will have its consequences, which you should understand before making your decision.

-- If you want to be excluded from the class, you must complete the form entitled "Exclusion Request" (available from the Office of the Clerk of the U.S. District Court for the Northern District of Ohio at the address shown below) and return it to:

Ulmer & Berne
Newburgh Heights Litigation
P.O. Box 991210
Cleveland, Ohio 44199

by mail postmarked no later than March 17, 1994. By making this election to be excluded, (1) you will not share in any recovery that might be paid to the above-described current and former owners and/or occupants of

residences in Newburgh Heights, Ohio who are members of the class as a result of this settlement; (2) you will not be bound by the terms of the settlement; and (3) you may present any claims you may have against the Defendants by filing your own lawsuit or you may seek to intervene in this lawsuit.

-- IF YOU WANT TO REMAIN A MEMBER OF THE CLASS AND YOU WISH TO SHARE IN THE PROCEEDS OF THE PROPOSED SETTLEMENT, YOU SHOULD NOT FILE THE "EXCLUSION REQUEST". IF YOU WISH TO SHARE IN THE PROCEEDS OF THE PROPOSED SETTLEMENT, YOU MUST EXECUTE A CLAIM FORM (see below).

III. Rights and Obligations of Class Members

If you remain a member of the class:

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Each and every person seeking to share in any recovery of money through the proposed settlement will be REQUIRED to submit a Claim Form (copies of this Claim Form are available from the Office of the Clerk of the United States District Court, from Class Counsel, and at the Newburgh Heights Village Hall). All class members are bound by the settlement.

For this reason, you are requested to notify Steven D. Bell of Ulmer & Berne (at the address shown below) of any changes in your name or address.

IV. Terms of Proposed Settlement

Subject to Court approval, the class Plaintiffs and the Defendants have agreed on a settlement of this case under which the Defendants will pay a total of five million dollars (\$5,000,000.00) to those class members who submit a timely Claim Form (copies of these Claim Forms are available from the Clerk of the United States District Court, from Class Counsel, and at the Newburgh Heights Village Hall). Class Counsel will also be paid from these proceeds, and Class Counsel will be reimbursed for litigation expenses from these proceeds. If the proposed \$5,000,000.00 settlement is approved by the Court, the settlement proceeds will be divided among the class members in the manner set forth in the Settlement Agreement. *ON OR PRIOR TO MARCH 30, 1994, CLAIM FORMS MUST BE SUBMITTED BY OR ON BEHALF OF EACH AND EVERY MEMBER OF THE CLASS WHO SEEKS TO PARTICIPATE IN THE DISTRIBUTION*

OF THE PROCEEDS OF THE PROPOSED SETTLEMENT. CLAIM FORMS MAY BE SUBMITTED BY THE PARENTS OR LEGAL GUARDIANS OF THOSE MEMBERS OF THE CLASS WHO WILL BE UNDER THE AGE OF 18 ON THE DATE OF THE SUBMISSION OF THEIR CLAIM FORMS. THESE CLAIM FORMS MUST BE SUBMITTED TO CLASS COUNSEL BY MAIL POSTMARKED ON OR PRIOR TO MARCH 30, 1994. FAILURE TO SUBMIT A TIMELY CLAIM FORM WILL BIND CLASS MEMBERS TO THE TERMS OF THE PROPOSED SETTLEMENT, BUT WILL BAR THE CLASS MEMBER FROM PARTICIPATING IN THE DISTRIBUTION OF THE SETTLEMENT PROCEEDS. It is currently believed that as many as 320 persons may be members of the class of Plaintiffs. Details of the distribution of this fund will be determined by the Court at a later date.

In exchange for the payment of these funds, the members of the class will be required to fully release all of their past, current and future claims against McGean-Rohco, Inc., Chemetron Corporation, and their respective affiliated companies, officers and directors. The class of Plaintiffs will also be required to give their consent to the permanent disposal of certain low-level radioactive wastes at the "Bert Avenue Dump Site" in Newburgh Heights, Ohio. A civil lawsuit concerning the disposal of these low-level radioactive wastes at the Bert Avenue Dump Site which was filed in 1993 by certain of the class Plaintiffs in the Cuyahoga County (Ohio) Court of Common Pleas will also be dismissed with prejudice.

A copy of the proposed settlement agreement between the class Plaintiffs and the Defendants, as well as additional copies of the "Exclusion Requests" and Claim Forms

are available between 9:00 a.m. and 4:00 p.m. Monday through Friday (legal holidays excluded) from the following locations:

Clerk of Court
United States District Court
Northern District of Ohio
United States Courthouse -- First Floor
Public Square at Superior Avenue
Cleveland, Ohio

Ulmer & Berne
Bond Court Building, Suite 900
1300 East 9th Street
Cleveland, Ohio

Newburgh Heights Village Hall
Harvard Avenue
Newburgh Heights, Ohio

The Defendants do not admit any liability or wrongdoing on their part; the proposed settlement with them is a compromise of disputed claims and does not mean that either of the Defendants has engaged in the conduct alleged by the class Plaintiffs. If approved, the settlement will discharge each of the Defendants and their respective officers, directors and affiliated companies from any further liability to the members of the class.

V. Settlement Hearing

The Court will hold a hearing in the Courtroom of the Honorable John M. Manos of the United States District Court for the Northern District of Ohio, United States Courthouse (Second Floor), Cleveland, Ohio on April 5, 1994 at 10:00 a.m. to determine

whether, as recommended by both class counsel and the class Plaintiffs, it should approve the proposed settlement.

Written objections to the proposed settlement by class members (who do not timely elect to exclude themselves from the class) will be considered by the Court, but only if such written objections are filed with the Clerk of the United States District Court for the Northern District of Ohio by mail postmarked before March 30, 1994. Attendance at the hearing is not necessary; however, class members wishing to be heard (either in person or through counsel) in opposition to the proposed settlement must provide written notice of their intent to appear to the Clerk of the United States District Court for the Northern District of Ohio by mail postmarked on or before March 30, 1994.

Class members who support the proposed settlement do not need to appear at the hearing or take any other action to indicate their approval of the proposed settlement.

VI. Further Proceedings

If the settlement is approved by the Court, procedures will be established to make distribution of the settlement proceeds to the members of the class. Class counsel believes that, unless delayed by appeals or unforeseen events, the distribution of some of the settlement proceeds may be made by May 10, 1994.

If the settlement is not approved, the case will continue to be prepared for trial or other judicial resolution of the claims and defenses of the parties. In light of the proposed settlement, the Court has removed this case from the trial calendar.

VII. Additional Information

Any questions you have about the matters contained in this Notice (and any corrections or changes in your name or address) should NOT be directed to the Court or to the Clerk of the Court, but should be directed in writing to:

Steven D. Bell, Esq.
Ulmer & Berne
Bond Court Building, Suite 900
Cleveland, Ohio 44114-1583
(216) 621-8400, extension 430

You may, of course, seek the advice and guidance of your own attorney should you so desire. The pleadings, briefs and other records in this litigation, including a complete copy of the settlement agreement, may be examined at the office of the Clerk of the United States District Court for the Northern District of Ohio, Cleveland, Ohio.

VIII. Important Reminder as to Time Limit

If you wish to be excluded from the class on whose behalf this action is being maintained, you must return the completed "Exclusion Request" to counsel for the class Plaintiffs by mail postmarked on or before March 17, 1994. These "Exclusion Request" forms are available at the location described above.

If you wish to remain a member of the class, but want to object to the terms of the proposed settlement, you must file your written objection with the Clerk of the United States District Court for the Northern District of Ohio postmarked on or before March 30, 1994. Include any request to be heard orally at the hearing.

Claim Forms must be submitted to class counsel on or before March 30, 1994.

These Claim Forms are available at the locations described above.

Dated: _____

Geri Smith
Clerk of Court
United States District Court
Northern District of Ohio
United States Courthouse
Cleveland, Ohio 44114

EXHIBIT C

REQUEST FOR EXCLUSION

Read the Attached Legal Notice
Carefully Before Filling Out This Form

The undersigned *DOES NOT* wish to remain a member of the Plaintiff Class certified in the case of *Cheryl Kalnasy v. McGean-Rohco, Inc.*, Case Number 1: 91 CV 1078, in the United States District Court, Northern District of Ohio and does not wish to participate in the \$5 million settlement provisionally approved by the Court. Do not sign this form if you wish to participate in the settlement approved by the Court.

Date: _____

[Print Name]

[Signature]

[Street Address]

[City, State and ZIP Code]

If the **UNDERSIGNED DOES NOT WISH** to remain a member of the Plaintiff Class, you must fill-out this form and return it **PRIOR TO MARCH 17, 1994** to:

Ulmer & Berne
Newburgh Heights Litigation
P.O. Box 991210
Cleveland, Ohio 44199

Each person seeking exclusion must execute a separate form including the parent or guardian of a minor child or ward.

EXHIBIT D

- CLAIM FORM -

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

CHERYL KALNASY, et al.,	)	JUDGE JOHN M. MANOS
)	
Plaintiffs,	)	CASE NO. 1:91 CV 1078
)	
vs.)	
)	
McGEAN-ROHCO, INC., et al.,)	
)	
Defendants.)	

NEWBURGH HEIGHTS LITIGATION CLAIM FORM

Must be completed and postmarked no later than March 30, 1994
[Refer to instructions (p. 4) for important information]

1. Name _____
2. Current Mailing Address _____

3. Current Telephone Number _____
4. Social Security Number _____
5. Date of Birth _____

6. List all addresses in Newburgh Heights, Ohio where you maintained your full-time legal residence(s) between January 1, 1975 and February 1, 1994.

	<u>Street Address</u>	<u>Name of Property Owner or Landlord</u>	<u>Date(s) of Residency</u>
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____
e.	_____	_____	_____
f.	_____	_____	_____
g.	_____	_____	_____
h.	_____	_____	_____

(Use reverse side of this page if more space is required)

7. Did you ever play in the Bert Avenue Dump Site (located at the north end of East 27th and East 29th Streets, north of Bert Avenue) between January 1, 1975 and February 1, 1994? _____

8. If you answered "yes" to question number 7, please state the dates during which you played at the Bert Avenue Dump Site.

9. If you answered "yes" to question number 7, list the names and addresses of those persons who are most knowledgeable about the dates on which you played at the Bert Avenue Dump Site.

Name Address

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____

10. On February 1, 1994, did you own any real property(ies) in Newburgh Heights?

11. If you answered "yes" to question number 10, state the street addresses of all properties owned in Newburgh Heights on February 1, 1994.

- a. _____
- b. _____
- c. _____
- d. _____

12. Are you a member of the Newburgh Heights Litigation Steering Committee?

13. If you answered "yes" to question number 12, please describe the duties performed by you as a member of the Steering Committee.

I certify under penalty of perjury that the information contained in this Newburgh Heights Litigation Claim Form is true and correct and that this is the only claim form being made on my behalf.

Name of Claimant
(Please Print)

Signature of Claimant

Dated: _____

**INSTRUCTIONS FOR COMPLETING
NEWBURGH HEIGHTS LITIGATION CLAIM FORM**

1. Complete all items. Type or print all information (except for signature). Illegible claim forms will be returned. If illegible claim forms are submitted just before the deadline, you may lose your right to receive a distribution of settlement proceeds.
2. Attach additional sheets if space is inadequate.
3. Return by first class mail, postage prepaid, to:

Ulmer & Berne
ATTENTION: Newburgh Heights Litigation
P.O. Box 991210
Cleveland, Ohio 44199
4. All forms must be postmarked by March 30, 1994.
5. If you do not submit a completed claim form to Ulmer & Berne postmarked by March 30, 1994, you will not receive a distribution of the settlement proceeds.
6. You are answering this Claim Form under penalty of perjury and are subject to examination under oath by class plaintiffs' counsel and/or the Court.