

CORRESPONDENCE/MEMORANDUM

DATE: January 4, 1994

FILE REF: FID #3300595
Dane Co.
ER/SFND

TO: Stoughton City Landfill SF File
City Disposal Landfill SF File
Hagen Farm SF File

FROM: Gary Edelstein for Jane Lemcke - SW/3 *GPE*

SUBJECT: Lodging of Consent Decree - Uniroyal Settlement

On December 27, 1993, U.S. DOJ lodged a Consent Decree for the proposed settlement with Uniroyal (bankrupt Company) for a number of sites. The CD also applies to our State costs for the above 3 sites.

A copy of the CD can be found in the Stoughton City LF SF file.

cc: Pat McCutcheon - SOD

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

UNITED STATES OF AMERICA,	§	
	§	
Plaintiff,	§	
	§	
v.	§	
	§	
UNIROYAL, INC.,	§	
	§	
Defendant.	§	
STATE OF INDIANA,	§	C.A. Nos. _____,
	§	_____ , And
Plaintiff,	§	_____ ,
	§	
v.	§	All Consolidated Under
	§	C.A. No. _____
UNIROYAL, INC.,	§	
	§	
Defendant.	§	
STATE OF WISCONSIN,	§	
	§	
Plaintiff,	§	
	§	
v.	§	
	§	
UNIROYAL, INC.,	§	
	§	
Defendant.	§	
	§	

CONSENT DECREE

WHEREAS, the United States of America ("United States") on behalf of the United States Environmental Protection Agency ("EPA") and the United States Department of the Interior ("DOI"), filed a complaint in this matter against Uniroyal, Inc. pursuant to Section 107 of the Comprehensive Environmental Response, Compensation,

Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking reimbursement of unreimbursed response costs incurred and to be incurred in connection with the release or threatened release of hazardous substances at seventeen (17) CERCLA Sites identified in this Decree as the "Covered Sites," a declaration of Uniroyal, Inc.'s liability for further response costs at the Covered Sites, and natural resource damages for certain of the Covered Sites;

WHEREAS, the State of Indiana has filed a complaint in this matter against Uniroyal, Inc. pursuant to Section 107 of CERCLA and Ind. Code 13-7-8.7 and 13-7-12, seeking reimbursement of unreimbursed response costs incurred and to be incurred in connection with the release or threatened release of hazardous substances at eleven (11) of the Covered Sites (viz., the American Chemical Service, Calumet Container, Cam-Or/Westville Oil, Douglass Road Landfill, Envirochem, I. Jones, Midco I and II, Ninth Avenue, Northside, and Wayne Waste Oil/Wayne Reclamation Sites);

WHEREAS, the State of Wisconsin has filed a complaint in this matter against Uniroyal, Inc. pursuant to Section 107 of CERCLA and Section 144.442, Wis. Stat., seeking reimbursement of unreimbursed response costs incurred and to be incurred in connection with the release

or threatened release of hazardous substances at three (3) of the Covered Sites (viz., the Dunn Landfill/City Disposal Sanitary Landfill, Hagen Farm and Stoughton City Landfill Sites);

WHEREAS, the complaints by the United States and the States of Indiana and Wisconsin (the "States") allege that Uniroyal, Inc. is a liable party under Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3), because it allegedly owned or possessed hazardous substances and by contract, agreement or otherwise, arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of such hazardous substances at each of the Covered Sites;

WHEREAS, Uniroyal, Inc., a New Jersey corporation, filed a certificate of dissolution on December 2, 1986 and has no assets to pay any of the claims of the United States and the States of Indiana and Wisconsin;

WHEREAS, the United States on behalf of EPA and DOI, the States, and certain debtors in the Chapter 11 bankruptcy proceedings captioned In re U.E. Systems, Inc., et al., No. 91-32791-HCD (Bankr. N.D. Ind.) (the "Debtors") entered into a Settlement Agreement and Stipulated Order ("Bankruptcy Settlement") that was approved and entered by the Bankruptcy Court for the

Northern District of Indiana on or about September 28, 1992;

WHEREAS, the Bankruptcy Settlement resolved certain claims of the United States and the States and certain potentially responsible parties ("PRPs") against the Debtors under CERCLA for the Covered Sites which were asserted against the Debtors in the bankruptcy proceeding on the ground that they were alleged successors to Uniroyal, Inc.;

WHEREAS, the United States and the States (or certain groups of PRPs) have received certain consideration and will receive additional consideration from the Debtors for the Covered Sites on account of the allowed claims of the United States and the States under the Bankruptcy Settlement (and the claims of certain PRPs);

WHEREAS, the United States and the States reserved all of their rights in the Bankruptcy Settlement to recover additional unreimbursed response costs from Uniroyal, Inc. and other parties not receiving a covenant not to sue under the Bankruptcy Settlement;

WHEREAS, the United States and the States have sought to recover additional unreimbursed response costs for the Covered Sites from Uniroyal, Inc. in their complaints filed in this action;

WHEREAS, certain PRPs implementing remedial action at the Covered Sites have also asserted claims for contribution for response costs from Uniroyal, Inc. and the Uniroyal Parties;

WHEREAS, the Uniroyal Parties as defined in this Consent Decree have been alleged to be successors to Uniroyal, Inc.'s liabilities or otherwise derivatively liable for Uniroyal, Inc.'s liabilities for certain of the Covered Sites;

WHEREAS, the Uniroyal Parties deny any liability for the liabilities of Uniroyal, Inc. for the Covered Sites but wish to facilitate and provide financial support for a settlement between United States, States, and Uniroyal, Inc. with respect to Uniroyal, Inc.'s liabilities for the Covered Sites in accordance with the terms of this Consent Decree;

WHEREAS, Uniroyal, Inc. and the Uniroyal Parties seek, to the maximum extent permitted by law, to obtain protection, through the resolution of environmental liabilities for the Covered Sites as set forth herein, against all contribution claims that have been or may in the future be asserted for response costs by any potentially responsible parties for the Covered Sites;

WHEREAS, the United States, the States, Uniroyal, Inc., and the Uniroyal Parties wish to resolve

their differences with respect to the claims asserted in the United States' and the States' complaints and avoid prolonged and complicated litigation by entering into this Consent Decree;

WHEREAS, the United States, the States, Uniroyal, Inc., and the Uniroyal Parties believe that the payments provided for in this Consent Decree represent a fair settlement of Uniroyal, Inc.'s liability (and the alleged successor or derivative liability of the Uniroyal Parties) for the Covered Sites in accordance with the terms of this Consent Decree for a variety of reasons, including without limitation the dissolution of Uniroyal, Inc. in 1986; Uniroyal, Inc.'s inability to pay any judgment that might be obtained against it; the facts and the law pertinent to the potential successor or derivative liability of the Uniroyal Parties; the risks of litigation; and the public interest in obtaining the payments provided for in this Consent Decree to help clean up the Covered Sites;

WHEREAS, certain PRPs for the Envirochem, I. Jones, Ninth Avenue, Northside, and Wayne Waste Oil/Wayne Reclamation Sites have agreed that the payments provided for in this Consent Decree represent a fair settlement of the United States', the States', and the PRPs' respective

claims against Uniroyal, Inc. and the Uniroyal Parties for these sites;

WHEREAS, settlement of the matters governed by this Consent Decree is in the public interest and an appropriate means of resolving these matters;

WHEREAS, in consideration of, and in exchange for, the promises and covenants herein, and intending to be legally bound hereby, Uniroyal, Inc., the Uniroyal Parties, the United States, and the States, through their authorized representatives, hereby agree to entry of this Consent Decree as set forth below,

NOW, THEREFORE, without the admission of liability or any adjudication on any issue of fact or law, and upon the consent and agreement of the parties to this Consent Decree by their attorneys and authorized officials, it is hereby stipulated and agreed as follows:

I.

Definitions

1. In this Agreement, the following terms shall have the following meanings:

(a) "Bankruptcy Court" means the United States Bankruptcy Court for the Northern District of Indiana, South Bend Division.

(b) "Bankruptcy Settlement" means the Settlement Agreement and Stipulated Order approved and entered by the Bankruptcy Court in the Chapter 11 bankruptcy proceedings of the Debtors on or about September 28, 1992.

(c) "CDU Holding" means CDU Holding, Inc., a Delaware corporation, which filed its certificate of dissolution on December 2, 1986.

(d) "CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. as now in effect or hereafter amended.

(e) "Consent Decree" means this Consent Decree, including the Insurance Agreement.

(f) "Court" means the United States District Court for the Northern District of Indiana, South Bend Division.

(g) "Covered Sites" means the following seventeen CERCLA Sites: the Alburn Incinerator/American

Chemical Services Site in Chicago, Illinois; the American Chemical Service Site in Griffith, Indiana; the Calumet Container Site in Hammond, Indiana; the Douglass Road Landfill Site in Mishawaka, Indiana; the Dunn Landfill/City Disposal Sanitary Landfill Site in Dunn, Wisconsin; the Envirochem Site in Zionsville, Indiana; the Hagen Farm Site in Stoughton, Wisconsin; the I. Jones Site in Ft. Wayne, Indiana; the Midco I Site in Gary, Indiana; the Midco II Site in Gary, Indiana; the Ninth Avenue Site in Gary, Indiana; the Northside Sanitary Landfill Site in Zionsville, Indiana; the Stoughton City Landfill Site in Stoughton, Wisconsin; the Thermo-Chem Site in Muskegon, Michigan; the Verona Wellfield/Thomas Solvent Site in Battle Creek, Michigan; the Wayne Waste Oil/Wayne Reclamation Site in Columbia City, Indiana; and the Cam-Or/Westville Oil Site in Westville, Indiana. "Covered Site" shall except as otherwise provided in this Consent Decree be construed to include all areas of a site as defined by EPA for purposes of the NPL, including any later expansion or contraction of such site as may be determined by EPA, and any affected natural resources; or, for those sites not included on the NPL as of the Effective Date, all areas affected or potentially affected by the release or threatened release of hazardous substances, and affected natural resources, as a direct or indirect result of the

operations or activities occurring on that site which gave rise to the release or threatened release.

(h) "Debtors" means Ensolite, Inc., Polycast Technology Corporation, Uniroyal Adhesives and Sealants Company, Inc. and Uniroyal Engineered Products, Inc., which are debtors in the Chapter 11 bankruptcy proceedings captioned In re U.E. Systems, Inc., et al., No. 91-32791-HCD pending before the Bankruptcy Court.

(i) "DOI" means The Department of the Interior of the United States of America.

(j) The "Effective Date" of this Consent Decree shall be the first business day after the date upon which the Court's order approving this Consent Decree and the attached Insurance Agreement becomes a Final Order; and all of the rights and obligations of the parties hereto contained in this Consent Decree and the Insurance Agreement shall become effective only upon the Effective Date, except as provided in paragraphs 3, 4, 5, 11, 21, and 22 herein, and except as provided in the Insurance Agreement.

(k) "EFT" means Electronic Funds Transfer.

(l) "EPA" means the United States Environmental Protection Agency.

(m) "Escrow Agent" means the financial

institution with whom the Uniroyal Parties are to enter the Escrow Agreement pursuant to paragraph 5.

(n) "Escrow Agreement" means the agreement with the Escrow Agent to be entered into by the Uniroyal Parties pursuant to paragraph 5.

(o) "Final Order" means an order or decision as to which no appeal may be taken or as to which the time to take an appeal has expired without appeal being filed.

(p) "Insurance Agreement" means the agreement among the United States, Uniroyal, Inc., the Uniroyal Parties and UTC to which paragraph 8 refers, and which is attached hereto as Exhibit B.

(q) "Liquidating Trust" means the CDU Holding, Inc. Liquidating Trust.

(r) "NPL" means the National Priorities List, 40 C.F.R. Part 300.

(s) "Plastics" means Uniroyal Plastics Company, Inc.

(t) "PRPs" means potentially responsible parties.

(u) "PRP Trust Fund" means the trust funds, if any, established pursuant to paragraph 6 by the potentially responsible parties at the Envirochem, I. Jones/Covington Road, Midco I and II, Ninth Avenue,

Northside, and Wayne Waste Oil/Wayne Reclamation CERCLA sites.

(v) "RCRA" refers to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. as now in effect or hereafter amended.

(w) "States" means the State of Indiana and the State of Wisconsin.

(x) "Tolling Period" shall have the meaning set forth in paragraph 11 of this Consent Decree.

(y) "Uniroyal Holding" means Uniroyal Holding, Inc., a New Jersey corporation.

(z) "Uniroyal Parties" means, individually and collectively, CDU Holding, Uniroyal Holding and the Liquidating Trust.

(a) "United States" means the United States of America.

(aa) "UTC" means, collectively and individually, Uniroyal Technology Corporation and its subsidiaries Ensolite, Inc., Polycast Technology Corporation, Uniroyal Adhesives and Sealants Company, Inc. and Uniroyal Engineered Products, Inc.

(bb) "WMWI" means Waste Management of Wisconsin, Inc.

(cc) Terms not otherwise defined shall have the

same meaning as provided by the governing environmental law at issue.

II.

Jurisdiction

2. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1335, and 42 U.S.C. §§ 9607 and 9613(b).

3. Solely for the purposes of this Consent Decree, Uniroyal, Inc., the Uniroyal Parties and the States waive all objections and defenses that they may have to the jurisdiction of this Court (including subject matter and personal jurisdiction) or to venue in this District, and the United States, the States, Uniroyal, Inc. and the Uniroyal Parties shall not challenge this Court's jurisdiction to enter and enforce this Consent Decree against them.

III.

Parties Bound

4. This Consent Decree applies to and is binding upon the United States and the States and upon Uniroyal, Inc. and the Uniroyal Parties, and their future successors and assigns, and any trustee, examiner, or receiver now or hereafter appointed to take charge of all or any part of their assets. Any change in ownership or

corporate or other legal status, including but not limited to any transfer of assets or property, shall in no way alter the status or responsibilities of Uniroyal, Inc. or the Uniroyal Parties under this Consent Decree.

IV.

Payments By The Uniroyal Parties
With Respect To The Covered Sites

5. In consideration of the covenants not to sue set forth in Section VII and other provisions herein with respect to the Covered Sites, Uniroyal, Inc. and the Uniroyal Parties shall, not later than ten business days after execution of this Consent Decree by Uniroyal, Inc. and the Uniroyal Parties, (A) enter into an irrevocable escrow agreement (the "Escrow Agreement") with a financial institution acceptable to the United States and to the Uniroyal Parties (the "Escrow Agent") substantially in the form of Exhibit A attached hereto, and (B) deposit into the Escrow Account the amount of at least \$2,804,496, which is the total of the amounts set forth in subparagraphs 5(a), 5(b), 5(c), 5(d), 5(e), 5(f)(i), 5(g), 5(h)(i) and (ii), 5(i), 5(j)(ii), 5(k)(i), (ii), (iii) and (iv), 5(l), 5(m), 5(n), 5(o) and 5(p) below. Promptly upon execution of the Escrow Agreement, the Uniroyal Parties shall provide the United States with a copy of the executed agreement, and promptly upon making the

aforementioned deposit in the Escrow Account, shall provide the United States with proof of such payment. The Escrow Agreement shall provide, inter alia, that on the Effective Date the Escrow Agent shall pay the amounts set forth in subparagraphs 5(a), 5(b), 5(c), 5(d), 5(e), 5(f)(i), 5(g), 5(h)(i) and (ii), 5(i), 5(j)(ii), 5(k)(i), (ii), (iii) and (iv), 5(l), 5(m), 5(n), 5(o) and 5(p) below together with the accrued interest, if any, and less the fees of the Escrow Agent (such fees to be paid out of interest, and such interest net of fees to be applied pro rata to the payment from the Escrow account to which each recipient is entitled) to the United States, the States or the PRP Trust Funds specified in such subparagraphs respectively, in accordance with those subparagraphs and paragraph 6. In addition, in payment of claims of other PRPs implementing remedial action and in anticipation of obtaining the covenants not to sue set forth in Section VII herein, the Uniroyal Parties have also paid, or will upon the Effective Date pay, additional cash consideration totalling at least \$1,270,790 as specified in subparagraphs 5(f)(ii), 5(h)(iii), 5(j)(i) and 5(k)(v) below.

(a) With respect to the Alburn/American Site located in Chicago, Illinois: payment to the United States on behalf of EPA in the amount of \$1,586.

(b) With respect to the American Chemical Service Site located in Griffith, Indiana: payment to the United States on behalf of EPA in the amount of \$740.

(c) With respect to the Calumet Container Site located in Hammond, Indiana: (i) payment to the United States on behalf of EPA in the amount of \$3,173; and (ii) payment to the State of Indiana in the amount of \$13,748.

(d) With respect to the Cam-Or/Westville Oil Site located in Westville, Indiana, payment to the United States on behalf of EPA in the amount of \$3,701.

(e) With respect to the Douglass Road Landfill Site located near Mishawaka, Indiana: (i) payment to the United States on behalf of EPA in the amount of \$841,506; (ii) payment to the United States on behalf of DOI in the amount of \$19,035; and (iii) payment to the State of Indiana in the amount of \$9,518.

(f) With respect to the Dunn Landfill/City Disposal Sanitary Landfill Site located in Dunn, Wisconsin: (i) payment to the United States on behalf of EPA in the amount of \$49,500; and (ii) payment to Waste Management of Wisconsin, Inc. ("WMWI") of an amount not less than \$400,500, for use exclusively in remediation of the Site, which payment was made on December 31, 1992

pursuant to an agreement between WMWI, Uniroyal, Inc. and the Uniroyal Parties dated December 14, 1992.

(g) With respect to the Envirochem Site located in Zionsville, Indiana: payment to an Envirochem PRP Trust Fund in the amount of \$12,492.

(h) With respect to the Hagen Farm Site located in Stoughton, Wisconsin: (i) payment to the United States on behalf of EPA in the amount of \$51,959 and (ii) payment to the State of Wisconsin in the amount of \$5,792; and (iii) payment to WMWI of an amount not less than \$467,250, for use exclusively in remediation of the Site, which payment was made on December 31, 1992 pursuant to an agreement between WMWI, Uniroyal, Inc. and the Uniroyal Parties dated December 14, 1992.

(i) With respect to the I. Jones Site located in Fort Wayne, Indiana: payment to an I. Jones/Covington Road PRP Trust Fund in the amount of \$90,000.

(j) With respect to the Midco I and Midco II Sites in Gary, Indiana: (i) payment to the Midco PRP Trust Fund in the amount of at least \$203,040 for use exclusively in remediation of the Sites, which payment was made on February 8, 1993 pursuant to an agreement dated on or about January 23, 1993; and (ii) payment to the United States on behalf of DOI in the amount of \$10,443.

(k) With respect to the Ninth Avenue Site located in Gary, Indiana: (i) payment to the United States on behalf of EPA in the amount of \$60,650; (ii) payment to the United States on behalf of DOI in the amount of \$20,232; (iii) payment to the State of Indiana in the amount of \$11,048; (iv) payment to the Ninth Avenue PRP Trust Fund of \$237,191; and (v) payment to the Ninth Avenue PRP Group in the amount of \$200,000 for use exclusively in remediation of the Ninth Avenue Site, or for reimbursement of past costs for remediation of the Ninth Avenue Site, pursuant to the terms of a Settlement Agreement between Uniroyal, Inc. and the Ninth Avenue PRP Group, dated in or about June, 1993, and in accordance with the Escrow Agreement attached as Exhibit A hereto.

(l) With respect to the Northside Site located in Zionsville, Indiana: payment to a Northside PRP Trust Fund in the amount of \$3,821.

(m) With respect to the Stoughton City Landfill Site located in Stoughton, Wisconsin: (i) payment to the United States on behalf of EPA in the amount of \$600,000; and (ii) payment to the State of Wisconsin in the amount of \$600,000.

(n) With respect to the Thermo-Chem Site located in Muskegon, Michigan: payment to the United States on behalf of EPA in the amount of \$116,457.

(o) With respect to the Verona Wellfield/Thomas Solvent Site located in Battle Creek, Michigan: payment to the United States on behalf of EPA in the amount of \$34,369.

(p) With respect to the Wayne Waste Oil/Wayne Reclamation Site located in Columbia City, Indiana: payment to a Wayne Waste Oil/Wayne Reclamation PRP Trust Fund in the amount of \$7,535.

6. In order for a PRP Trust Fund listed in subparagraphs 5(g), 5(i), 5(k), 5(l) or 5(p) to receive any payments that those subparagraphs indicate are to be paid to that PRP Trust Fund, the trustees of the PRP Trust Fund for that site must, by the Effective Date of this Consent Decree, establish an irrevocable escrow agreement or amend an existing irrevocable escrow agreement that is acceptable in form and content to the United States and the Uniroyal Parties and which generally provides that (a) all liabilities and obligations for that site that have been or ever could be asserted by potentially responsible parties at that site against Uniroyal, Inc. and the Uniroyal Parties are discharged and satisfied; (b) all payments received pursuant to this Consent Decree shall be used exclusively for remediation work at the Site for which such PRP Trust Fund is established; and (c) no payments received pursuant to this Consent Decree shall be

used for attorneys' fees or any other expenses relating to any litigation, or for any purpose other than performing the remedial action at the Site for which such PRP Trust Fund was established; and (d) any payments received pursuant to this Consent Decree which remain in the PRP Trust Fund at the conclusion of the remedy or at any time the trustees cease to perform the approved remedy shall be paid to the United States on behalf of EPA. In the event that any PRP Trust Fund that subparagraphs 5(g), 5(i), 5(k), 5(l) or 5(p) indicate is to receive any payments has not, by the Effective Date of this Consent Decree, established or amended an irrevocable escrow agreement meeting all of the above requirements, the Uniroyal Parties shall make or cause to be made all the payments that would have been made to such PRP Trust Fund under subparagraph 5(g), 5(i), 5(k), 5(l) or 5(p) to the United States on behalf of EPA, and EPA will make the credits to that Site's account as described in paragraph 7(a). Such payments shall be in addition to the payments the United States is to receive under paragraph 5.

7. With respect to the Covered Sites,

(a) EPA will credit the respective Site accounts for the Covered Sites as a result of this Consent Decree in accordance with this subparagraph 7(a), which shall reduce the liability of the non-settling potentially

responsible parties for the Covered Sites by the amount of the credit. The credit for a particular Site shall be the amount of the payment received by the United States on behalf of EPA for such Site pursuant to this Consent Decree.

(b) DOI will credit the respective Site accounts for the Midco I, Midco II, Ninth Avenue, and Douglass Road Landfill Sites as a result of this Consent Decree in accordance with this subparagraph 7(b), which shall reduce the liability of non-settling potentially responsible parties for such Sites by the amount of the credit. The credit for a particular Site shall be the amount of the payment received by the United States on behalf of DOI for such Site pursuant to this Consent Decree.

(c) The State of Indiana will credit the respective Site accounts for the Ninth Avenue, Douglass Road Landfill, and Calumet Container Sites as a result of this Consent Decree in accordance with this subparagraph 7(c), which shall reduce the liability of non-settling potentially responsible parties for such Sites by the amount of the credit. The credit for a particular Site shall be the amount of the payment received by the State of Indiana for such Site pursuant to this Consent Decree.

(d) The State of Wisconsin will credit the respective Site accounts for the Hagen Farm and Stoughton City Landfill Sites as a result of this Consent Decree in accordance with this subparagraph 7(d), which shall reduce the liability of non-settling potentially responsible parties for such Sites by the amount of the credit. The credit for a particular Site shall be the amount of the payment received by the State of Wisconsin for such Site pursuant to this Consent Decree.

(e) With respect to each of the Covered Sites, the payments made pursuant to paragraph 5 will be deemed allocated towards all past, present and future response costs (and natural resource damages where applicable under this Consent Decree) for the Covered Sites, whether to address matters known or unknown, for which a claim of any kind or nature has been or could be asserted against Uniroyal, Inc. or the Uniroyal Parties pursuant to Section 106 and 107 of CERCLA or Section 7003 of RCRA, by the United States or the States, or by the potentially responsible parties or potentially responsible party groups which have incurred or may incur such costs.

V.

Insurance Agreement

8. The United States, Uniroyal, Inc., the Uniroyal Parties and Uniroyal Technology Corporation

("UTC") have reached an agreement (the "Insurance Agreement") providing for certain payments to the United States, the States and certain other persons by Uniroyal, Inc., the Uniroyal Parties and UTC in connection with insurance claims relating to the Covered Sites by Uniroyal, Inc., the Uniroyal Parties, UTC and the Debtors under the liability insurance policies issued in the name of Uniroyal, Inc. and the United States Rubber Company. The Insurance Agreement has been executed by Uniroyal, Inc., the Uniroyal Parties and UTC on or about the same date as the date of execution by Uniroyal, Inc. and the Uniroyal Parties of this Consent Decree.

9. The Insurance Agreement is attached hereto as Exhibit B and is incorporated by reference herein in its entirety.

VI.

Payment Instructions

10. The Escrow Agreement shall provide that all cash payments to which the United States, the States, or PRP Trust Funds shall be entitled as a result of this Consent Decree shall be issued and distributed as follows:

(a) Payments to the United States on behalf of either the EPA or DOI shall be made by Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice lockbox bank, referencing the DOJ file number

90-11-2-784A, or to such other account designated in writing by the United States prior to the Effective Date. Payments by EFT must be received at the DOJ lockbox bank by 11:00 a.m. Eastern Time to be credited on that day. The Uniroyal Parties shall transmit evidence of such payments to the Department of Justice, EPA, and DOI at the addresses specified in paragraph 21.

(b) Instructions for payment to a PRP Trust Fund provided for under paragraph 5 shall be provided in writing by the PRP Trust Fund prior to the Effective Date of this Consent Decree.

(c) Payments to the State of Indiana shall be made by certified check, and sent with a transmittal letter referencing this Consent Decree, to:

Indiana Department of Environmental Management
Attention: Cashier
105 South Meridian Street
P.O. Box 7060
Indianapolis, Indiana 46206-7060

Copies of such check and transmittal letter shall be sent to:

Indiana Department of Environmental Management
Attention: Uniroyal Project Manager --
Superfund Section
Twelfth Floor
Indiana Government Center North
100 North Senate
Indianapolis, Indiana 46204

(d) Payments to the State of Wisconsin shall be

sent to:

Wisconsin Department of Natural Resources
Section Chief
Emergency and Remedial Response Section
101 South Webster St.
P.O. Box 7921
Madison, WI 53707

(e) Copies of all payments and related correspondence to the United States, the States, and PRP Trust Funds shall be sent to:

In the case of overnight or hand deliveries:

Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice
1425 New York Avenue N.W., 13th Floor
Washington, D.C. 20005
Ref. D.J. #90-11-2-784A

In the case of notice by regular mail:

Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, D.C. 20044
Ref. D.J. #90-11-2-784A

The United States, the States, or the PRP Trust Funds must notify the Uniroyal Parties in writing of any modifications to the instructions for payment to themselves.

VII.

Tolling Agreement and Covenant Not To Sue

11. (a) Except as specifically provided in paragraphs 14 and 15, during the period between the execution of this Consent Decree by the parties hereto and the first business day after either (1) the date on which

the order of the Court either rejecting or approving this Consent Decree and the attached Insurance Agreement becomes a Final Order, or (2) the date on which the United States notifies the Court that it has withdrawn its consent to this Consent Decree pursuant to Section X (the "Tolling Period"), the United States and the States covenant not to file a civil action or to take administrative action against Uniroyal, Inc. or the Uniroyal Parties pursuant to Section 106 or 107 of CERCLA, 42 U.S.C. § 9606 or 9607, Section 7003 of RCRA, 42 U.S.C. § 6973, Ind. Code 13-7-8.7 or 13-7-12, or Section 144.442, Wis. Stat., relating to any of the Covered Sites, except that the United States and the States may file the complaints contemplated by this Consent Decree for the purpose of commencing proceedings in which this Consent Decree may be lodged.

(b) During the Tolling Period, Uniroyal, Inc. and the Uniroyal Parties covenant not to sue and agree not to assert any claims or causes of action against the United States or the States with respect to the Covered Sites including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substances Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through Sections 106(b)(2), 111, 112, 113 of CERCLA, 42 U.S.C.

§§ 9606(b)(2), 9611, 9612, 9613, or any other provision of law; any direct or indirect claim for reimbursement from the States' Hazardous Substance Response Trust Funds; any claim against the United States or the States, including any department, agency or instrumentality of the United States or the States, under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, related to the Covered Sites, or any claims arising out of response activities at the Covered Sites.

(c) With respect to any of the claims or causes of action within the scope of subparagraphs 11(a) and (b) above, the United States, the States, Uniroyal, Inc. and the Uniroyal Parties hereby agree that all statutes of limitations, and any periods of time to respond to or implead or take any other action, or to commence any enforcement proceeding or other civil or administrative action, or to assert any claims or causes of action against any other party hereto that would otherwise expire during the Tolling Period, or within eighty-nine days after the Tolling Period, shall be deemed extended until ninety days after the expiration of the Tolling Period.

12. In consideration of the payments that will be made pursuant to the terms of this Consent Decree, and except as specifically provided in paragraphs 14 and 15, the United States and the States covenant not to file a

civil action or to take administrative action against Uniroyal, Inc. pursuant to Section 106 or 107 of CERCLA, 42 U.S.C. § 9606 or 9607, Section 7003 of RCRA, 42 U.S.C. § 6973, Ind. Code 13-7-8.7 or 13-7-12, or Section 144.442, Wis. Stat., relating to each of the Covered Sites.

13. (a) The covenant not to sue and tolling provisions contained in this Section VII (and the reservations thereto) shall also apply to the Uniroyal Parties, but only to the extent that the alleged liability of the Uniroyal Parties is based on an allegation that the Uniroyal Parties are successors to the liabilities of Uniroyal, Inc. or otherwise derivatively liable for liabilities of Uniroyal, Inc.

(b) The covenant not to sue contained in this Section VII (and the reservations thereto) shall also apply to Uniroyal, Inc.'s and the Uniroyal Parties' officers, directors, employees, shareholders, beneficiaries and trustees, but only to the extent that the alleged liability of the officer, director, employee, shareholder, beneficiary or trustee is based solely on its status as and in its capacity as officer, director, employee, shareholder, beneficiary or trustee of one or more of Uniroyal, Inc. or the Uniroyal Parties.

14. The tolling provisions and the covenants not to sue contained in this Section VII extend only to

Uniroyal, Inc. and the persons identified in paragraphs 13(a) and (b), and do not extend to any other person. Nothing in this Consent Decree is intended as a covenant not to sue or a release from liability for any person or entity other than Uniroyal, Inc., the United States, the States, and the persons described in paragraphs 13(a) and (b). The United States, the States, Uniroyal, Inc. and the persons described in paragraphs 13(a) and (b) expressly reserve all claims, demands and causes of action either judicial or administrative, past or future, in law or equity, which the United States, the States or Uniroyal, Inc. and the persons described in paragraphs 13(a) and (b) may have against all other persons, firms, corporations, or entities, including without limitation Plastics.

15. Notwithstanding the foregoing, the tolling provisions and the covenants not to sue contained in this Section shall not apply to nor affect any action based on (i) a failure to meet a requirement of this Consent Decree; (ii) criminal liability; or (iii) injury to natural resources, if any, at the Dunn/City Disposal Sanitary Landfill Site, the Hagen Farm Site, the City of Stoughton Landfill Site, and the Thermo-Chem Site.

16. Nothing in this Consent Decree shall be deemed to limit the information gathering authority of the

United States or the States under Sections 104 and 122 of CERCLA, 42 U.S.C. §§ 9604 and 9622, or any other applicable law or regulation, or to excuse Uniroyal, Inc. and the persons described in paragraphs 13(a) and (b) from any disclosure or notification requirements imposed by CERCLA, RCRA, or any other applicable law or regulation.

17. Uniroyal, Inc. and the Uniroyal Parties hereby covenant not to sue and agree not to assert any claims or causes of action against the United States or the States with respect to the Covered Sites including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substances Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through Sections 106(b)(2), 111, 112, 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, 9613, or any other provision of law; any direct or indirect claim for reimbursement from the States' Hazardous Substance Response Trust Funds; any claim against the United States or the States, including any department, agency or instrumentality of the United States or the States, under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, related to the Covered Sites, or any claims arising out of response activities at the Covered Sites. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning

of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d) or the States' preauthorization of a claim against the States' Trust Funds.

VIII.

Effect of the Consent Decree

18. With regard to all existing or future claims for contribution against Uniroyal, Inc. and the persons described in paragraphs 13(a) and (b) in connection with the Covered Sites, the Parties hereto agree that Uniroyal, Inc. and the persons described in paragraphs 13(a) and (b) are entitled to the protection from contribution actions or claims provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2) for all matters covered by this Consent Decree.

19. Uniroyal, Inc. and the Uniroyal Parties, for themselves and for all persons described in paragraphs 13(a) and (b), each agree that with respect to any suit or claim for contribution brought against any of them for matters related to this Consent Decree, they will notify the United States within ten days of service of the complaint upon it. In addition, in connection with such suit or claim, Uniroyal, Inc. and the persons described in paragraphs 13(a) and (b) shall notify the United States within ten days of service or receipt of any Motion for

Summary Judgment and within ten days of receipt of any order from a court setting a case for trial.

IX.

Notices and Submissions

20. Whenever, under the terms of this Consent Decree, written notice is required to be given, or a report or other document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Except as otherwise provided in this Consent Decree, written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOI, the States and Uniroyal, Inc. respectively.

(a) As to the United States:

In the case of overnight or hand deliveries:

Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice
1425 New York Avenue N.W., 13th Floor
Washington, D.C. 20005
Ref. D.J. #90-11-2-784A

In the case of notice by regular mail:

Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, D.C. 20044
Ref. D.J. #90-11-2-784A

Enforcement Counsel For Superfund
U.S. EPA
401 M St. SW
Mail Code LE134-S
Washington, DC 20460

Daniel G. Shilito
Office of the Solicitor
Division of Conservation & Wildlife
Department of the Interior
18th & C Streets, N.W.
Washington, DC 20240

(b) As to Uniroyal, Inc. and the Uniroyal Parties:

Daniel M. Abuhoff, Esq.
Debevoise & Plimpton
875 Third Avenue
New York, New York 10022

David J. O'Boyle, Esq.
Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

Susan H. Shumway, Esq.
Shumway & Merle
200 Pequot Avenue
P.O. Box 550
Southport, Connecticut 06490

(c) As to the State of Indiana:

Myra Spicker
Office of the Attorney General
219 State House
Indianapolis, IN 46204

Assistant Commissioner
Office of Environmental Response
Indiana Department of Environmental
Management
P.O. Box 6015
Indianapolis, IN 46206-6015

(d) As to the State of Wisconsin:

Linda Meyer
Department of Natural Resources
101 South Webster Street
P.O. Box 7921
Madison, WI 53707

Mark Giesfeldt
Section Chief
Emergency and Remedial Response Section
Department of Natural Resources
P.O. Box 7921
Madison, WI 53707

X.

Lodging Opportunity For Public Comment and Approval

21. This Consent Decree, including the attached Insurance Agreement, shall be lodged with the Court for a period not less than thirty days for public notice and comment. Uniroyal, Inc., the Uniroyal Parties and the States consent to the entry of this Consent Decree, including the attached Insurance Agreement without further notice. After the conclusion of the public comment period, the United States will file with the Court any comments received, as well as the United States' responses to the comments, and at that time, if appropriate, request the Court to enter the Consent Decree and the attached Insurance Agreement. The United States reserves the right

to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper or inadequate. If the United States decides to withdraw or withhold its consent pursuant to the preceding sentence, the United States shall so notify the Court and all other parties when it files with the Court any comments received.

22. This Consent Decree shall be subject to the Court's approval. If for any reason the Court should decline to approve this Consent Decree, including the Insurance Agreement, and such ruling is sustained by Final Order on appeal, if any, or if a Final Order is entered reversing the Court's order approving this Consent Decree, including the Insurance Agreement, or if the United States notifies the Court that it has withdrawn its consent to the Consent Decree pursuant to this Section X, then the United States, the States, Uniroyal, Inc. and the Uniroyal Parties agree that (a) the parties shall not be bound hereunder or under any documents executed in connection herewith; (b) the parties shall have no liability to one another arising out of or in connection with this Consent Decree or under any documents executed in connection herewith; (c) this Consent Decree and any documents executed in connection herewith shall have no

residual or probative effect or value, and it shall be as if they had never been executed; (d) this Consent Decree and any documents executed in connection herewith may not be used as evidence in any litigation between the Parties, and (e) the United States and the Liquidating Trust shall promptly instruct the Escrow Agent to pay to the Liquidating Trust all funds in the Escrow Account, including all interest, if any, and less all fees of the Escrow Agent, if any.

XI.

Amendments, Integration and Counterparts

23. This Consent Decree and any other documents to be executed in connection herewith shall constitute the sole and complete agreement of the parties hereto. This Consent Decree may not be amended except by a writing signed by the party sought to be bound thereunder.

24. This Consent Decree may be executed in counterparts each of which shall constitute an original and all of which shall constitute one and the same agreement.

XII.

Retention of Jurisdiction


25. This Court shall retain jurisdiction both over the subject matter of this Consent Decree and over

the Uniroyal Parties and Uniroyal, Inc. solely for the duration of the performance of the terms and provisions of this Consent Decree and for the purpose only of enabling any of the parties to apply to the Court at any time for such further order, direction and relief as may be necessary or appropriate for the construction or interpretation of this Consent Decree, or to effectuate or enforce compliance with its terms.

THE UNDERSIGNED PARTIES HEREBY ENTER INTO THIS Consent Decree:

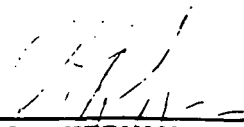
FOR THE UNITED STATES OF AMERICA

Date: 11/20/93




Lois J. Schiffer
Acting Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530

Date: 11/17/93




STEVEN A. HERMAN
Assistant Administrator for
Enforcement
U.S. Environmental Protection Agency
401 M Street, S.W.
Washington, D.C. 20460

Date: 12/17/93



ALAN S. TENENBAUM
Senior Attorney
Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530

Date: 11/9/93



JOHN WHEELER
Senior Attorney
Office of Enforcement
U.S. Environmental Protection Agency
401 M Street, S.W.
Washington, D.C. 20460

STATE OF WISCONSIN

Date: July 9, 1993

Lorraine C. Stoltzfus
JAMES E. DOYLE, Wisconsin
Attorney General
LORRAINE C. STOLTZFUS
Assistant Attorney General
Wisconsin Department of Justice
P.O. Box 7957
Madison, Wisconsin 53707

Date: July 20, 1993

George E. Meyer
GEORGE E. MEYER
Secretary
Wisconsin Department of Natural
Resources
P.O. Box 7921
Madison, Wisconsin 53707

STATE OF INDIANA

Date: 3/13/93

By: Jane E Magnus
Office of the Governor

Date: 10/8/93

By: Rosemary Spalding for
KATHY PROSSER, Commissioner
Indiana Department of
Environmental Management

Date: 10/7/93

By: Greta Hawvermale
GRETA HAWVERMALE, Assistant
Commissioner
Indiana Department of
Environmental Management

Date: 8-9-93

By: David L. Herbst
David Herbst, Deputy Director
Indiana Department of Natural
Resources

Approved as to Form and Legality

Pamela Carter
Attorney General, State of Indiana

By: Mrs Spicker
MYRA SPICKER
Deputy Attorney General

Date: Aug 5, 1993

Date: 8/4/93

UNIROYAL, INC.



ALAN R. ELTON, ESQ.
Vice President and
General Counsel
Uniroyal, Inc.
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

Date: 8/4/93

CDU HOLDING, INC.



ALAN R. ELTON, ESQ.
Vice President and
General Counsel
CDU Holding, Inc.
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

Date: 8/4/93

UNIROYAL HOLDING, INC.



ALAN R. ELTON, ESQ.
Vice President and
General Counsel
Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

Date: 8/4/93

CDU HOLDING, INC. LIQUIDATING
TRUST



ALAN R. ELTON, ESQ.
Trustee
CDU Holding, Inc. Liquidating
Trust
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

CDU HOLDING, INC. LIQUIDATING
TRUST

Date: Aug 5, 1993

Joseph P. Flannery
JOSEPH P. FLANNERY
Trustee
CDU Holding, Inc. Liquidating
Trust
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

CDU HOLDING, INC. LIQUIDATING
TRUST

Date: _____

JOSEPH L. RICE, III
Trustee
CDU Holding, Inc. Liquidating
Trust
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

CDU HOLDING, INC. LIQUIDATING
TRUST

Date: _____

JOHN R. GRAHAM
Trustee
CDU Holding, Inc. Liquidating
Trust
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

CDU HOLDING, INC. LIQUIDATING
TRUST

Date: _____

JOSEPH P. FLANNERY
Trustee
CDU Holding, Inc. Liquidating
Trust
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

CDU HOLDING, INC. LIQUIDATING
TRUST

Date: 3 1/2 Aug 93

JOSEPH L. RICE, III
Trustee
CDU Holding, Inc. Liquidating
Trust
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

CDU HOLDING, INC. LIQUIDATING
TRUST

Date: _____

JOHN R. GRAHAM
Trustee
CDU Holding, Inc. Liquidating
Trust
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

CDU HOLDING, INC. LIQUIDATING
TRUST

Date: _____

JOSEPH P. FLANNERY
Trustee
CDU Holding, Inc. Liquidating
Trust
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

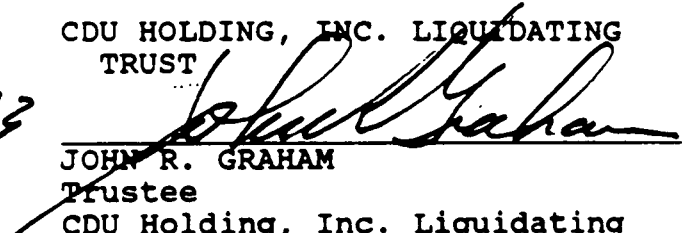
CDU HOLDING, INC. LIQUIDATING
TRUST

Date: _____

JOSEPH L. RICE, III
Trustee
CDU Holding, Inc. Liquidating
Trust
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

CDU HOLDING, INC. LIQUIDATING
TRUST

Date: August 4, 1992



JOHN R. GRAHAM
Trustee
CDU Holding, Inc. Liquidating
Trust
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

IT IS SO ORDERED. JUDGMENT ENTERED IN ACCORDANCE
WITH THE FOREGOING CONSENT DECREE.

United States District Judge

Date: _____

Exhibit A

IRREVOCABLE ESCROW AGREEMENT

This Escrow Agreement is made as of the 24th day of May, 1993 by and among Uniroyal Holding, Inc. ("Holding"), the CDU Holding, Inc. Liquidating Trust (the "Trust") and The Putnam Trust Company of Greenwich, as Escrow Agent ("Escrow Agent").

1. Holding and the Trust have agreed to deposit with the Escrow Agent in escrow the sum of Three Million Four Thousand Four Hundred Ninety Six Dollars (\$3,004,496) pursuant to an agreement (the "Consent Decree") with the United States of America (the "United States"), the States of Indiana and Wisconsin, and Uniroyal, Inc. and CDU Holding, Inc. dated on or about May 24, 1993.

2. The Escrow Agent agrees to accept said sum and to establish and maintain a separate account therefor (the "Escrow Account").

3. The Escrow Agent agrees to invest and reinvest the funds in the Escrow Account at the risk of the persons listed in Annex 1 hereto ("the Recipients") during the term of the escrow. The Escrow Agent shall invest and reinvest the Escrow Account in one or more of the following investments (the "Obligations") from time to time, using its judgment as to the selection of Obligations to maximize interest and other earnings:

- (a) Direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, or
- (b) Certificates of Deposit issued by any bank, trust company or national banking association (including the Escrow Agent) authorized to do business in the State of New York, provided the capital stock, surplus, and undivided profits of such institution are not less than \$40,000,000, or
- (c) Money market funds authorized to invest solely in direct obligations of the United States of America.

No Obligation shall have a maturity which exceeds 91 days. Interest and other earnings on the Obligations shall be added to the Escrow Account. Investment and reinvestment of the Escrow Account shall be made only in Obligations.

4. Upon receipt of a letter from the United States or from Holding or the Trust advising the Escrow Agent that, pursuant to the Consent Decree, payment from the Escrow Account is required, Escrow Agent shall verify whether either (a) the Consent Decree has been approved by order of the United States District Court for the Northern District of Indiana, South Bend Division (the "Court"), and such order has become final in that no appeal may be taken or the time to take an appeal has expired without appeal being filed, or (b) either (i) the Court by order has disapproved the Consent Decree and such order has become final in that no appeal may be taken or the time to take an appeal has expired without appeal being filed, or (ii) the United States has notified the Court that it has withdrawn its consent to the Consent Decree, or (iii) the United States has given written notice to the Trust or Holding that the United States does not intend to lodge the Consent Decree with the Court, or (iv) the United States has not lodged the Consent Decree with the Court by December 31, 1993. In the event that condition (a) is verified by the Escrow Agent, the Escrow Agent agrees to liquidate the Obligations and to pay the full balance and proceeds of the Escrow Account to the Recipients, as set forth in Annex 1, or as Holding; the Trust and the United States shall direct in a letter signed officially by all three. Interest and other earnings on the Obligations shall be paid to, any losses incurred from any investments shall be deducted from, and any fees of the Escrow Agent for which this Escrow Agreement provides shall be deducted from, the Recipients according to the percentages also set forth in Annex 1, or as Holding, the Trust and the United States shall direct in a letter signed officially by all three. In the event that condition (b) is verified by the Escrow Agent, the Escrow Agent agrees to liquidate the Obligations and to pay the full balance and proceeds of the Escrow Account to the Trust and Holding. In the event that neither condition (a) nor condition (b) is verified, the Escrow Agent shall give notice of such fact to the United States, Holding and the Trust; such notice shall set forth the Escrow Agent's reasons for concluding that neither condition (a) nor condition (b) has occurred; and the Escrow Agent shall continue to administer the Escrow Account in accordance with this Escrow Agreement.

5. (a) Holding agrees to hold the Escrow Agent harmless and to indemnify the Escrow Agent against any loss, liability, expenses (including attorney's fees and expenses), claim, or demand arising out of or in connection with the performance of its obligations in accordance with the provisions of this Agreement, except for gross negligence or willful misconduct of the Escrow Agent. The foregoing indemnities in this paragraph shall survive the resignation of the Escrow Agent or the termination of this Agreement.

(b) The Escrow Agent's duties are only such as are specifically provided herein, and the Escrow Agent shall incur no liability whatsoever to Holding, the Trust or the Recipients except for gross negligence or willful misconduct. The Escrow Agent shall have no responsibility hereunder other than to follow faithfully the instructions herein contained. The Escrow Agent may consult with counsel and shall be fully protected in any action taken in good faith in accordance with such advice. The Escrow Agent shall be fully protected in acting in accordance with any written instructions given to it hereunder and believed by it to have been executed by the proper parties.

(c) The Escrow Agent's fee shall be \$750 upon the establishment of the Escrow Account, which amount shall be paid by the Trust or Holding, plus \$200 per month, or part thereof, from and after the date hereof, which amounts shall be paid at the beginning of each such month from interest and other earnings of the Escrow Account, as compensation for the ordinary administrative services to be rendered hereunder. All expenses of the Escrow Agent, including its attorney's fees and expenses, which it may incur in connection with the performance of its duties under this Agreement or under the indemnity provided in Section 5(a) hereof and the Escrow Agent's claim therefor shall be paid from interest and other earnings of the Escrow Account.

(d) It is understood and agreed that should any dispute arise with respect to the payment and/or ownership or right of possession of the Escrow Account, the Escrow Agent is authorized and directed to retain in its possession, without liability to anyone, all or any part of said Escrow Account until such dispute shall have been settled either by mutual agreement by the parties

concerned or by the final order, decree or judgment of a court of other tribunal of competent jurisdiction in the United States of America and time for appeal has been perfected, but the Escrow Agent shall be under no duty whatsoever to institute or defend any such proceedings.

(e) The Escrow Agent may resign at any time by giving written notice thereof to the other parties hereto, but such resignation shall not become effective until a successor escrow agent shall have been appointed and shall have accepted such appointment in writing. If an instrument of acceptance by a successor escrow agent shall not have been delivered to the Escrow Agent within 30 days after the giving of such notice of resignation, the resigning Escrow Agent may at the expense of the Escrow Account petition any court of competent jurisdiction for the appointment of a successor escrow agent.

6. This Agreement shall be construed in accordance with the laws of the State of New York. It may be executed in several counterparts, each one of which shall constitute an original, and all collectively shall constitute but one instrument.

7. Any notice, consent or request to be given in connection with any of the terms or provisions of this Agreement shall be in writing and shall be sent by registered mail, postage prepaid, or delivered:

(i) if to the Escrow Agent, to:

The Putnam Trust Company of Greenwich
10 Mason Street
Greenwich, Connecticut 06830
Attention: J. Scott O'Donnell

(ii) and if to Holding or the Trust, to:

Daniel M. Abuhoff, Esq.
Debevoise & Plimpton
875 Third Avenue
New York, New York 10022;

(3) and if to the United States, to:
U.S. Department of Justice
Environmental Enforcement Section
Ref. D.J. #90-11-2-784A
Address for mail:
P.O. Box 7611
Ben Franklin Square
Washington, D.C. 20044
Address for overnight or hand delivery:
1425 New York Avenue N.W.
13th Floor
Washington, D.C. 20005.

IN WITNESS WHEREOF, the parties have duly
executed this Escrow Agreement as of the date first above
written.

UNIROYAL HOLDING, INC.

CDU HOLDING, INC.
LIQUIDATING TRUST

By: _____
Alan R. Elton
Vice President and
General Counsel

By: _____
Alan R. Elton
Trustee

THE PUTNAM TRUST COMPANY OF GREENWICH

By: _____
J. Scott O'Donnell
Assistant Trust Officer

✻

Annex 1

The Escrow Agent shall pay the following principal amounts to the following persons, if so provided pursuant to the Escrow Agreement, and shall, in addition, allocate interest, fees and losses, if any, to the recipients pursuant to paragraph 4 of the Escrow Agreement according to the following percentages:

<u>Recipient</u>	<u>Amount</u>	<u>Percentage</u>
United States (On Behalf of EPA)	\$1,763,641	58.70006%
United States (On Behalf of DOI)	49,710	1.65452%
State of Indiana	34,314	1.14209%
State of Wisconsin	605,792	20.16285%
Envirochem PRP Trust Fund	12,492	0.41578%
I. Jones/Covington Road Trust Fund	90,000	2.99551%
Ninth Avenue PRP Trust Fund	237,191	7.89454%
Ninth Avenue PRP Group	200,000	6.65669%
Northside PRP Trust Fund	3,821	0.12718%
Wayne Waste Oil/Wayne Reclamation PRP Trust Fund	<u>7,535</u>	<u>0.25079%</u>
Total	<u>\$3,004,496</u>	<u>100.00000%</u>

Such principal payments have been determined on a site-by-site basis for the Covered Sites (as that term is used in the Consent Decree) as follows:

1. Principal Amounts for United States on Behalf of EPA

Site	Amount
-----	-----
Alburn	\$1,586
ACS	\$740
Calumet	\$3,173
Cam-Or	\$3,701
DouglassRd	\$841,506
Dunn	\$49,500
Hagen	\$51,959
Ninth Avenue	\$60,650
Stoughton City	\$600,000
Thermo-Chem	\$116,457
Verona	\$34,369
-----	-----
Total	\$1,763,641

2. Principal Amounts for United States on Behalf of DOI

Site	Amount
-----	-----
DouglassRd	\$19,035
Midco I & II	\$10,443
Ninth Avenue	\$20,232
-----	-----
Total	\$49,710

3. Principal Amounts for State of Indiana

Site	Amount
-----	-----
Calumet	\$13,748
DouglassRd	\$9,518
Ninth Avenue	\$11,048
-----	-----
Total	\$34,314

4. Principal Amounts for State of Wisconsin

Site	Amount
-----	-----
Hagen	\$5,792
Stoughton City	\$600,000
-----	-----
Total	\$605,792

Such payments shall be issued and distributed as follows:

A. Payments to the United States shall be made by Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice lockbox bank, referencing the DOJ file number 90-11-2-784A, or to such other account designated in writing by the United States prior to the date of payment.

B. Instructions for payment to a PRP Trust Fund or a PRP Group shall be provided in writing by Holding and the United States prior to payment.

C. Payments to the State of Indiana shall be made by certified check, and sent with a transmittal letter referencing the Consent Decree, to:

Indiana Department of Environmental Management
Attention: Cashier
105 South Meridian Street
P.O. Box 7060
Indianapolis, Indiana 46206-7060

Copies of such check and transmittal letter shall be sent to:

Indiana Department of Environmental Management
Attention: Uniroyal Project Manager --
Superfund Section
Twelfth Floor
Indiana Government Center North
100 North Senate
Indianapolis, Indiana 46204

D. Payments to the State of Wisconsin shall be sent to:

Wisconsin Department of Natural Resources
Section Chief
Emergency and Remedial Response Branch
101 South Webster St.
P.O. Box 7921
Madison, WI 53707

E. Copies of all payments and related correspondence to the United States, the States, and PRP Trust Funds shall be sent to:

U.S. Department of Justice
Environmental Enforcement Section
Ref. D.J. #90-11-2-784A

Address for mail:

P.O. Box 7611
Ben Franklin Square
Washington, D.C. 20044

Address for overnight or hand delivery:

1425 New York Avenue N.W.
13th Floor
Washington, D.C. 20005.

Exhibit B

INSURANCE AGREEMENT

This Insurance Agreement (the "Agreement") is entered into between the United States of America ("United States"), on behalf of the United States Environmental Protection Agency ("EPA") and the United States Department of the Interior ("DOI"); the State of Wisconsin; the State of Indiana; Uniroyal, Inc. ("Uniroyal"), Uniroyal Holding, Inc., CDU Holding, Inc., and the CDU Holding, Inc. Liquidating Trust (collectively, the "Uniroyal Parties"); and Uniroyal Technology Corporation, on behalf of itself and its subsidiaries (collectively, "UTC"), (together, the "Parties"), in settlement of certain disputed claims to the proceeds of certain insurance policies that may be received by the Uniroyal Parties and UTC on account of the matters settled in the Consent Decree to which this Agreement is annexed as Exhibit B, and on account of the matters settled in the Bankruptcy Settlement (as defined in the Consent Decree).

RECITALS

All recitals set forth in the Consent Decree to which this Agreement is annexed as Exhibit B are incorporated herein by reference.

NOW, THEREFORE, without the admission of liability or any adjudication of any issue of fact or law, and upon the consent and agreement of the parties to this Agreement by their attorneys and authorized officials, it is hereby **STIPULATED AND AGREED** as follows:

I. DEFINITIONS

1. Unless otherwise defined herein, all capitalized terms set forth in this Agreement shall have the meaning set forth in the Consent Decree. The following terms shall have the following meanings:

a. "Consent Decree" means the Consent Decree to which this Insurance Agreement is attached as Exhibit B.

b. "Insurance Policies" means any liability insurance policies issued in the name of Uniroyal, Inc. or the United States Rubber Company.

c. "Insurance Proceeds" means the total amount of all payments and proceeds of the Insurance Policies paid to the Uniroyal Parties or UTC with respect to the Covered Sites.

d. "Joint Bankruptcy Proceedings" refers to the procedurally consolidated Chapter 11 proceedings in the Bankruptcy Court of the Polycast Debtors.

e. "Net Insurance Proceeds" means Insurance Proceeds minus Permitted Expenses.

f. "Permitted Expenses" means the reasonable attorneys' fees and disbursements incurred by the Uniroyal

Parties and the UTC Group after July 22, 1992 in pursuing the Insurance Proceeds to settlement or judgment.

g. "Polycast Debtors" means the six corporations whose chapter 11 cases were jointly administered in the Bankruptcy Court under the chapter 11 case styled as In re U.E. Systems, Inc., Case No. 91-32791-HCD.

h. "Uniroyal Parties" means, individually and collectively, Uniroyal, CDU Holding, Uniroyal Holding and the Liquidating Trust.

i. "UTC" means collectively and individually Uniroyal Technology Corporation, and each of its subsidiaries.

II. PARTIES BOUND

2. This Agreement applies to and is binding upon the United States, the States, the Uniroyal Parties, their successors and assigns, and any trustee, examiner or receiver now or hereafter appointed to take charge of all or any part of their assets, and UTC, its successors and assigns, and any trustee, examiner or receiver now or hereafter appointed to take charge of all or any part of its assets.

III. PAYMENTS BY THE UNIROYAL PARTIES AND UTC

3. In consideration of the covenants not to sue set forth in the Bankruptcy Settlement, the covenants not to sue set forth in the Consent Decree, and the covenants and agreements of the United States and the parties contained

herein, the Uniroyal Parties and UTC shall make the following payments to the United States on behalf of EPA and DOI, the States of Wisconsin and Indiana, and the PRP Trust Funds in proportion to the payments to them as required by paragraphs 5 and 6 of the Consent Decree, in the percentages set forth in Attachment A to this Agreement:

(a) Within Ten Business Days after the Effective Date, UTC shall pay the sum of \$250,000.00 in cash.

(b) Within Ten Business Days of the earlier to occur of (i) the second anniversary of the Effective Date, and (ii) the last date of any distribution of proceeds from Insurance Policies with respect to the Covered Sites, \$250,000.00 in cash will be paid as follows:

(I) in the event that as of the time of payment under this subparagraph (b) the total amount of Net Insurance Proceeds is equal to or less than \$4,500,000.00 then UTC shall pay the entire \$250,000.00;

(II) to the extent that as of the time of payment under this subparagraph (b) the total amount of Net Insurance Proceeds exceeds \$4,500,000.00 (the "Excess Proceeds"), the Uniroyal Parties shall pay an amount equal to half of the Excess Proceeds, up to a maximum of \$125,000.00, and UTC shall pay the difference between the amount so paid by the

Uniroyal Parties and \$250,000.00; provided, that within Ten Business Days of the receipt of Excess Proceeds after the second anniversary of the Effective Date (the "Late Excess Proceeds"), the Uniroyal Parties shall pay to UTC an amount equal to fifty percent of such Late Excess Proceeds, up to a maximum of (A) \$125,000 less (B) any amounts previously paid by the Uniroyal Parties under this paragraph 3(b)(II).

(c) To the extent the total amount of Net Insurance Proceeds exceeds \$5,250,000.00 and are less than \$6,000,000.00, the Uniroyal Parties shall pay an amount equal to 13.5% of such proceeds, and UTC shall pay an amount equal to 13.5% of such proceeds.

(d) To the extent the total amount of Net Insurance Proceeds exceeds \$6,000,000.00 and are less than \$7,000,000.00, the Uniroyal Parties shall pay an amount equal to 27% of such proceeds.

(e) To the extent the total amount of Net Insurance Proceeds exceeds \$7,000,000.00, the Uniroyal Parties shall pay an amount equal to 13.5% of such proceeds and UTC shall pay an amount equal to 13.5% of such proceeds. Provided, however, that after UTC has received Insurance Proceeds having a value equivalent to the consideration paid by the Polycast Debtors under Paragraph 4 of the Bankruptcy

Settlement with respect to the Covered Sites, UTC shall pay 50% of its share of Net Insurance Proceeds thereafter. In determining UTC's share of such proceeds, the amount of Net Insurance Proceeds shall be fairly and equitably allocated between UTC and the Uniroyal Parties; provided, that any sharing of Net Insurance Proceeds as between the Uniroyal Parties and UTC that entails a split of all such Net Insurance Proceeds over \$5,250,000.00 on a 50% - 50% basis shall be deemed to be fair and equitable.

(f) In order for a PRP Trust Fund (or PRP Group or PRP) to receive any payments pursuant to paragraph 3, that PRP Trust Fund (or PRP Group or PRP) and the trustees of the PRP Trust Fund for that site must, by the Effective Date of the Consent Decree, establish an irrevocable escrow agreement or amend an existing irrevocable escrow agreement that is acceptable in form and content to the United States, the Uniroyal Parties and UTC and which generally provides that (a) all liabilities and obligations for that site that have been or ever could be asserted by potentially responsible parties at that site against the Uniroyal Parties and UTC are discharged and satisfied; (b) all payments received pursuant to this Agreement shall be used exclusively for remediation work at the Site for which such PRP Trust Fund is established (or at which the PRP Group or PRP is also performing remediation work); (c) no payments received pursuant to this Agreement shall be used for

attorneys' fees or any other expenses relating to any litigation, or for any purpose other than performing the remedial action at the Site for which such PRP Trust Fund was established (or at which the PRP Group or PRP is performing remediation work); and (d) any payments received pursuant to this Agreement which remain in the PRP Trust Fund (or escrow) at the conclusion of the remedy or at any time the trustees (or PRP Group or PRP) cease to perform the approved remedy shall be paid to the United States on behalf of EPA. In the event that any PRP Trust Fund (or PRP Group or PRP) that may receive payments pursuant to paragraph 3 has not, by the Effective Date of the Consent Decree, established or amended an irrevocable escrow agreement meeting all of the above requirements, the Uniroyal Parties and UTC shall make or cause to be made all the payments that would have been made to such PRP Trust Fund (or PRP Group or PRP) to the United States on behalf of EPA, and EPA will make the credits to that Site's account as described in paragraph 7(a) of the Consent Decree in the percentages set forth in Attachment A to this Agreement. Such payments shall be in addition to the payments the United States is to receive under paragraph 3.

4. With respect to any Net Insurance Proceeds on account of any Covered Site as to which the United States, the States or any PRP Trust Fund (or PRP Group or PRP) are entitled to receive any amount under this Agreement, such

Net Insurance Proceeds shall be distributed pro rata to the United States, the States and the PRP Trust Funds (or PRP Groups or PRPs) (pursuant to the terms of their PRP escrow agreements) in accordance with the respective allocations for that Covered Site as set forth in paragraph 5 of the Consent Decree, which pro rata shares are set forth in Attachment A to this Insurance Agreement, and subject to subparagraph 3(f) above.

5. To the extent that any recovery realized by the Uniroyal Parties and/or UTC on the Insurance Policies is on account of both (a) claims for Response Costs at the Covered Sites and (b) claims other than claims for Response Costs at the Covered Sites, the Uniroyal Parties and UTC covenant and agree to allocate such recoveries as between the Covered Sites and other claims on a fair and equitable basis. UTC and the Uniroyal Parties shall keep the United States reasonably informed of the status of litigation and negotiations for settlement of the claims under the Insurance Policies for the Covered Sites, and shall advise the United States of the terms of any settlement of such claims, including any terms affecting the distribution under this Agreement, prior to entering into such settlement. Nothing contained in this Agreement shall be construed to require the consent of the United States to any such settlement.

6. Effective upon the execution of this Agreement by the Uniroyal Parties and UTC, and continuing until the occurrence of the Effective Date, the Uniroyal Parties and UTC agree to retain and hold in a segregated trust account any Net Insurance Proceeds received prior to the Effective Date that would be distributable to the United States, the States, or a PRP Trust Fund (or PRP Group or PRP) hereunder if the Effective Date had already occurred (the "Retained Proceeds"), and to distribute within five business days after the occurrence of the Effective Date the Retained Proceeds as provided herein.

7. This Agreement shall modify paragraph 6(f) of the Bankruptcy Settlement as it relates to the distribution of insurance proceeds recovered by UTC on account of the Covered Sites, and shall not disturb any other term of the Bankruptcy Settlement.

IV. COVENANTS NOT TO SUE

8. For and in consideration of the agreements and payments provided for herein, the United States and the States do hereby covenant not to file a civil action or take any other civil administrative action against the Uniroyal Parties or UTC for any claim of any kind or nature to Insurance Proceeds under the Insurance Policies on account of claims arising under § 106 or 107 of CERCLA or § 7003 of RCRA or Ind. Code 13-7-8.7 and 13-7-12, and Section 144.442, Wisc. Stat., relating to the Covered Sites. This covenant

not to sue shall not apply to nor affect any action based on a failure to meet a requirement of this Agreement. The Uniroyal Parties and UTC covenant not to sue or assert any claims or causes of action against the United States or States for any payments made under this Agreement. Nothing in this Agreement shall be deemed to constitute preauthorization of a claim under CERCLA or the States' preauthorization of a claim under the States' trust funds.

9. The United States, the States, the Uniroyal Parties and UTC further covenant and agree that the obligations of the Uniroyal Parties and UTC as set forth herein shall not constitute and shall not be construed to create joint and several obligations, and that UTC shall be liable solely for the obligations of UTC hereunder, and not those of the Uniroyal Parties, and that the Uniroyal Parties shall be liable solely for the obligations of Uniroyal Parties hereunder, and not those of UTC. Provided, however, that the obligations of the Uniroyal Parties shall be deemed joint and several, and the obligations of UTC and its subsidiaries shall be deemed joint and several.

10. UTC represents and warrants that all rights to Insurance Proceeds received on account of the Covered Sites that may have been held by the Polycast Debtors in the Joint Bankruptcy Proceedings have been transferred to UTC and its subsidiaries.

V. PAYMENT INSTRUCTIONS

11. All cash payments to which the United States shall be entitled as a result of this Agreement shall be made by Electronic Funds Transfer ("EFT") to the U.S. Department of Justice, Lock Box Bank, referencing the DOI file number 90-11-2-784A, or such other account designated in writing by the United States prior to the Effective Date. Payments by EFT must be received by the DOI Lock Box Bank by 11:00 a.m. eastern time to be credited on that day. The Uniroyal Parties and UTC, as applicable, shall transmit evidence of all payments made hereunder to the Department of Justice, EPA, and DOI at the addresses specified in paragraph 12.

VI. NOTICES AND SUBMISSIONS

12. Whenever under the terms of this Agreement, written notice is required to be given, or a report or other document is required to be sent by one party to another, shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Except as otherwise provided in this Agreement, written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Agreement, with respect to the United States, EPA, DOI, the Uniroyal Parties and UTC respectively.

a. As to the United States:

For Overnight Mail:
Assistant Attorney General
Environmental and Natural Resources Division
U.S. Department of Justice
1425 New York Avenue - 13th Flr.
Washington, D.C. 20005
Ref. D.J. 90-11-2-784A

For Regular Mail:
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, DC 20044
Ref. D.J. 90-11-2-784A

Enforcement Counsel for Superfund
U.S. EPA
401 M Street, S.W.
Mail Code LE 134-S
Washington, D.C. 20460

Daniel G. Shilito
Office of the Solicitor
Division of Conservation & Wildlife
Department of the Interior
18th & C Streets, N.W.
Washington, D.C. 20240

b. As to the Uniroyal Parties:

Daniel M. Abuhoff
Debevoise & Plimpton
875 Third Avenue
New York, NY 10022

David J. O'Boyle
Uniroyal Holding, Inc.
70 Greathill Road
Naugatuck, Connecticut 06770

Susan H. Shumway
Shumway & Merle
200 Pequot Avenue
P.O. Box 550
Southport, Connecticut 06490

c. As to UTC:

Peter M. Gillon
Weil, Gotshal & Manges
1615 L St., N.W.
Washington, D.C. 20036

Oliver J. Janney
General Counsel
Uniroyal Technology Corporation
One Sarasota Tower
Two North Tamiami Trail - Suite 900
Sarasota, Florida 34236

d. As to the State of Indiana:

Myra Spicker
Office of the Attorney General
219 State House
Indianapolis, Indiana 46204

Assistant Commissioner
Office of Environmental Response
Indiana Department of Environmental
Management
P.O. Box 6015
Indianapolis, Indiana 46202-6015

e. As to the State of Wisconsin:

Lorraine C. Stoltzfus
Assistant Attorney General
Wisconsin Department of Justice
P.O. Box 7957
Madison, Wisconsin 53707

Linda Meyer
Department of Natural Resources
101 South Webster Street
P.O. Box 7921
Madison, Wisconsin 53707

Mark Giesfeldt
Section Chief
Emergency and Remedial Response Section
Department of Natural Resources
P.O. Box 7921
Madison, Wisconsin 53707

III. LODGING, OPPORTUNITY FOR PUBLIC COMMENT AND APPROVAL

13. This Agreement is being lodged with the Court for public notice and comment as Exhibit B to the Consent Decree in accordance with paragraph 21 of the Consent Decree. If for any reason the Court should decline to approve the Consent Decree or this Agreement and such ruling is sustained by Final Order on appeal, if any, or if a Final Order (as defined in the Consent Decree) is entered reversing the Court's order approving the Consent Decree or this Agreement, or if the United States notifies the Court that it has withdrawn its consent to the Consent Decree or Insurance Agreement pursuant to Section X of the Consent Decree, the United States, the Uniroyal Parties and UTC agree that (a) the parties shall not be bound hereunder or under any documents executed in connection herewith; (b) the parties shall have no liability to one another arising out of or in connection with this Agreement or under any documents executed in connection herewith; (c) this Agreement and any documents executed in connection herewith shall have no residual or probative effect or value, and it shall be as if they had never been executed; and (d) this Agreement and any documents executed in connection herewith may not be used as evidence in any litigation between the Parties.

AMENDMENTS, INTEGRATION AND COUNTERPARTS

14. This Agreement and any other documents to be executed in connection herewith shall constitute the sole and complete agreement of the parties hereto with respect to the Insurance Policies. This Agreement may not be amended except by a writing signed by the party sought to be bound thereunder.

15. This Agreement may be executed in counterparts each of which shall constitute an original and all of which shall constitute one and the same agreement.

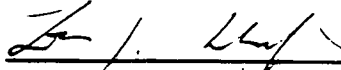
RETENTION OF JURISDICTION

16. The Court approving the Consent Decree shall retain jurisdiction both over the subject matter of this Agreement and over the Uniroyal Parties and UTC solely for the duration of the performance of the terms and provisions of this Agreement and for the purpose only of enabling any of the parties to apply to the Court any time for such further order, direction and relief as may be necessary or appropriate for the construction or interpretation of this Agreement, or to effectuate or enforce compliance with its terms.

THE UNDERSIGNED PARTIES HEREBY ENTER INTO THIS
AGREEMENT:

FOR THE UNITED STATES OF AMERICA

Date: 11/23/93




LOIS J. SCHIFFER
Acting Assistant Attorney General
Environmental and Natural
Resources Division
U.S. Department of Justice
Washington, D.C. 20530

Date: _____

STEVEN A. HERMAN
Assistant Administrator for
Enforcement
U.S. Environmental Protection
Agency
401 M Street, S.W.
Washington, D.C. 20460

Date: 12/17/93



ALAN S. TENENBAUM
Senior Attorney
Environmental Enforcement Section
Environmental and Natural
Resources Division
U.S. Department of Justice
Washington, D.C. 20530

Date: _____

JOHN WHEELER
Senior Attorney
Office of Enforcement
U.S. Environmental Protection
Agency
401 M Street, S.W.
Washington, D.C. 20460


THE UNDERSIGNED PARTIES HEREBY ENTER INTO THIS
AGREEMENT:

FOR THE UNITED STATES OF AMERICA

Date: _____

Acting Assistant Attorney General
Environmental and Natural
Resources Division
U.S. Department of Justice
Washington, D.C. 20530

Date: 11/16/93

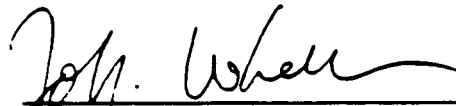


STEVEN A. HERMAN
Assistant Administrator for
Enforcement
U.S. Environmental Protection
Agency
401 M Street, S.W.
Washington, D.C. 20460

Date: _____

ALAN S. TENENBAUM
Senior Attorney
Environmental Enforcement Section
Environmental and Natural
Resources Division
U.S. Department of Justice
Washington, D.C. 20530

Date: 11/9/93



JOHN WHEELER
Senior Attorney
Office of Enforcement
U.S. Environmental Protection
Agency
401 M Street, S.W.
Washington, D.C. 20460

STATE OF WISCONSIN

Date:

July 9, 1993

Lorraine C. Stoltzfus
JAMES E. DOYLE

Wisconsin Attorney General
LORRAINE C. STOLTZFUS
Assistant Attorney General
Wisconsin Department of Justice
P.O. Box 7957
Madison, Wisconsin 53707

Date:

July 20, 1993

George E. Meyer
GEORGE E. MEYER

Secretary
Wisconsin Department of Natural
Resources
P.O. Box 7921
Madison, Wisconsin 53707

STATE OF INDIANA

Date: 10/15/93

By: John E. Magnum
Office of the Governor

Date: 10/8/93

By: Rosemary Spalding for
KATHY PROSSER, Commissioner
Indiana Department of
Environmental Management

Date: 10/7/93

By: Greta Hawverogle
GRETA HAWVEROGLE, Assistant
Commissioner
Indiana Department of
Environmental Management

Date: 8-9-93

By: David L. Herbst
David Herbst, Deputy Director
Indiana Department of Natural
Resources

Approved as to Form and Legality

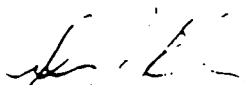
PAMELA CARTER
Attorney General, State of Indiana

By: Kyra Spicker
KYRA SPICKER
Deputy Attorney General

Date: Aug 5, 1993

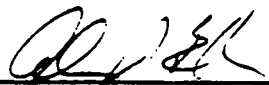
UNIROYAL, INC.

Date: 6/19/93


ALAN R. ELTON, ESQ.
Vice President and General Counsel
Uniroyal, Inc.
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770


CDU HOLDING, INC.

Date: 6/19/93


ALAN R. ELTON, ESQ.
Vice President and General Counsel
CDU Holding, Inc.
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770


UNIROYAL HOLDING, INC.

Date: 6/19/93


ALAN R. ELTON, ESQ.
Vice President and General Counsel
Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

CDU HOLDING, INC. LIQUIDATING TRUST

Date: 6/19/93


ALAN R. ELTON, ESQ.
Trustee
CDU Holding, Inc. Liquidating Trust
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

CDU HOLDING, INC. LIQUIDATING TRUST

Date: June 19, 1993

Joseph P. Flannery
JOSEPH P. FLANNERY
Trustee
CDU Holding, Liquidating Trust
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

CDU HOLDING, INC. LIQUIDATING

Date: _____

JOSEPH L. RICE, III
Trustee
CDU Holding, Inc. Liquidating Trust
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

CDU HOLDING, INC. LIQUIDATING TRUST

Date: _____

JOHN R. GRAHAM
Trustee
CDU Holding, Inc. Liquidating Trust
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

CDU HOLDING, INC. LIQUIDATING TRUST

Date: _____

JOSEPH P. FLANNERY
Trustee
CDU Holding, Liquidating Trust
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

CDU HOLDING, INC. LIQUIDATING

Date: 6/26/93

JOSEPH L. RICE, III
Trustee
CDU Holding, Inc. Liquidating Trust
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

CDU HOLDING, INC. LIQUIDATING TRUST

Date: _____

JOHN R. GRAHAM
Trustee
CDU Holding, Inc. Liquidating Trust
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

CDU HOLDING, INC. LIQUIDATING TRUST

Date: _____

JOSEPH P. FLANNERY
Trustee
CDU Holding, Liquidating Trust
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

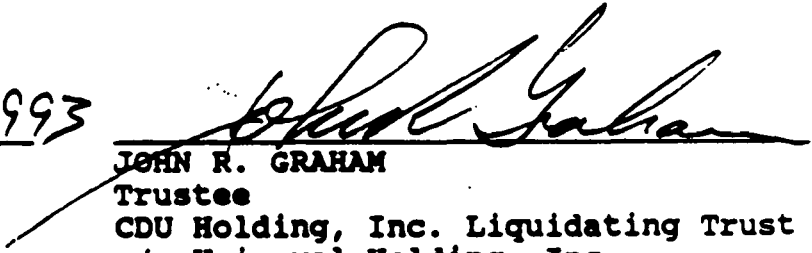
CDU HOLDING, INC. LIQUIDATING

Date: _____

JOSEPH L. RICE, III
Trustee
CDU Holding, Inc. Liquidating Trust
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

CDU HOLDING, INC. LIQUIDATING TRUST


Date: June 19, 1993




JOHN R. GRAHAM
Trustee
CDU Holding, Inc. Liquidating Trust
c/o Uniroyal Holding, Inc.
70 Great Hill Road
Naugatuck, Connecticut 06770

FOR UNIROYAL TECHNOLOGY CORPORATION

Date: June 25, 1993


OLIVER J. JANNEY
General Counsel
Uniroyal Technology Corporation
One Sarasota Tower
Two North Tamiami Trail - Suite 900
Sarasota, FL 34256

Date: 6/28/93


PETER M. GILLON
Weil, Gotshal & Manges
1615 L Street, N.W. - 7th Flr.
Washington, D.C. 20036

Attachment A to Insurance Agreement

1. Pro Rata Share of United States on Behalf of EPA

Site	Percentage
Alburn	0.03892%
ACS	0.01816%
Calumet	0.07786%
Cam-Or	0.09082%
DouglassRd	20.64900%
Dunn	1.21464%
Hagen	1.27498%
Ninth Avenue	1.48824%
Stoughton City	14.72289%
Thermo-Chem	2.85764%
Verona	0.84335%
Total	43.27650%

2. Pro Rata Share of United States on Behalf of DOI

Site	Percentage
DouglassRd	0.46708%
Midco I & II	0.25625%
Ninth Avenue	0.49646%
Total	1.21979%

3. Pro Rata Share of State of Indiana

Site	Percentage
Calumet	0.33735%
DouglassRd	0.23355%
Ninth Avenue	0.27110%
Total	0.84200%

4. Pro Rata Share of State of Wisconsin

Site	Percentage
Hagen	0.14212%
Stoughton City	14.72289%
Total	14.86502%

5. Pro Rata Share of PRP Trust Funds and PRPs

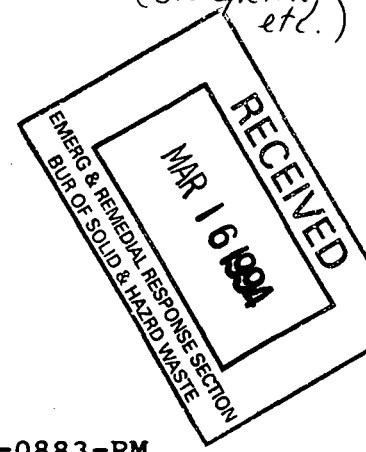
Recipient	Percentage
Waste Management of Wisconsin, Inc. (Dunn)	9.82753%
Envirochem PRP Trust Fund	0.30653%
Waste Management of Wisconsin, Inc. (Hagen)	11.46545%
I. Jones PRP Trust Fund	2.20843%
Midco PRP Trust Fund	4.98223%
Ninth Avenue PRP Trust Fund	10.72786%
Northside PRP Trust Fund	0.09376%
Wayne Waste PRP Trust Fund	0.18489%
Total	39.79669%

Summary of Pro Rata Shares

Recipient	Percentage
United States on Behalf of EPA	43.27650%
United States on Behalf of DOI	1.21979%
State of Indiana	0.84200%
State of Wisconsin	14.86502%
PRP Trust Funds and PRPs	39.79669%
Total	100.00000%

Lomche / Gary
(Stoughton, etc.)

UNITED STATES DISTRICT OF COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION



UNITED STATES OF AMERICA,
STATE OF INDIANA,
and
STATE OF WISCONSIN,

Plaintiffs,

v.

UNIROYAL, INC.,

Defendant.

Consolidated
Case No. 3:93-CV-0883-RM

MOTION OF THE UNITED STATES FOR ENTRY OF CONSENT DECREE

The United States of America, on behalf of the United States Environmental Protection Agency ("EPA") and the United States Department of Interior ("DOI"), hereby moves this Court for entry of the proposed Consent Decree and Insurance Agreement that was lodged in this action on or about December 27, 1993.

The grounds in support of this Motion are as follows:

1. On or about December 27, 1993, the United States filed a complaint in this action pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. ("CERCLA"), for the recovery of the United States' unreimbursed response costs incurred and to be incurred in connection with the release or threatened release of hazardous substances at seventeen (17) CERCLA sites and natural resource damages for certain of these sites.

2. On or about December 27, 1993, the United States also lodged with this Court the proposed Consent Decree and

Insurance Agreement entered into by the United States, the States of Indiana and Wisconsin, Uniroyal, Inc., CDU Holding, Inc., Uniroyal Holding, Inc., CDU Holding, Inc. Liquidating Trust, and Uniroyal Technology Corporation (which is a signatory to the Insurance Agreement only). The proposed Consent Decree and Insurance Agreement resolves the claims asserted in this action in accordance with the terms of the Decree and Insurance Agreement. Under the Consent Decree, Uniroyal, Inc. and the other parties will pay the United States, the States of Indiana and Wisconsin, and certain potentially responsible parties implementing remedial action \$4,075,286. The Insurance Agreement also provides for some additional recovery from insurance proceeds under policies issued to Uniroyal, Inc. and United States Rubber Company.

3. The United States published a notice of the lodging of the Decree and Insurance Agreement in the Federal Register on January 12, 1994, and invited the public to comment on the settlement for a period of thirty days. 59 Fed. Reg. 1766 (Jan. 12, 1994).

4. The United States received no public comments on the proposed Consent Decree and Insurance Agreement.

5. The United States believes that the proposed Consent Decree and Insurance Agreement is fair and reasonable and consistent with CERCLA because it provides for a substantial recovery by the United States notwithstanding Uniroyal, Inc.'s dissolution in 1986. See H.R. Rep. No. 253, Part 3, 99th Cong.,

1st Sess. 19 (1985); United States v. Akzo Coatings of America, Inc., 949 F.2d 1409, 1424, 1436 (6th Cir. 1991). The Consent Decree and Insurance Agreement was the result of extended and intensive arms-length negotiations between the United States and the signatories. Approval and entry of the Consent Decree and Insurance Agreement is in accordance with the well-established policy of encouraging settlement of CERCLA cases. See, e.g., 42 U.S.C. § 9622(a); United States v. Hooker Chemical & Plastics Corp., 776 F.2d 410 (2d Cir. 1985); United States v. Mid-State Disposal, Inc., 131 F.R.D. 573, 577 (W.D. Wis. 1990); United States v. Seymour Recycling Corp., 554 F. Supp. 1334, 1339 (S.D. Ind. 1982).

WHEREFORE, the United States requests that the Court enter the proposed Consent Decree and Insurance Agreement. A proposed Order is attached.

LOIS J. SCHIFFER
Acting Assistant Attorney
General
Environment and Natural
Resources Division
U.S. Department of Justice



ALAN S. TENENBAUM
Environmental Enforcement
Section
Environment and Natural
Resources Division
U.S. Department of Justice
Washington, D.C. 20530
(202) 514-5409

Of Counsel:

JOHN WHEELER
Attorney-Advisor
Office of Enforcement
U.S. Environmental Protection
Agency
401 M Street, S.W.
Washington, DC 20460

UNITED STATES DISTRICT OF COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

UNITED STATES OF AMERICA,)	
STATE OF INDIANA,)	
and)	
STATE OF WISCONSIN,)	
)	Consolidated
Plaintiffs,)	Case No. 3:93-CV-0883-RM
)	
v.)	
)	
UNIROYAL, INC.,)	
)	
Defendant.)	

ORDER

The court, having considered the Motion of the United States For Entry of Consent Decree and any response thereto, HEREBY ORDERS that the Motion is GRANTED and the Consent Decree and Insurance Agreement lodged in this Court on or about December 27, 1993 is hereby APPROVED and ENTERED.

Dated this _____ day of March, 1994.

Robert L. Miller, Jr.
United States District Judge

CERTIFICATE OF SERVICE

This is to certify that on the 11th day of March 1994, I caused to be deposited in the United States Mail, first class and postage prepaid, a copy of the United States' Motion For Entry of Consent Decree and Insurance Agreement, proposed order, and certificate of service addressed to the attached service list.



ALAN S. TENENBAUM
Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, DC 20044-7611
(202) 514-5409

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Office of Enforcement
U.S. EPA
401 M Street, S.W.
Mail Code LE 134-S
Washington, D.C. 20460

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Office of the Solicitor
Division of Conservation & Wildlife
Department of the Interior
18th & C Streets, N.W.
Washington, D.C. 20240

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Debevoise & Plimpton
875 Third Avenue
New York, NY 10022

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Uniroyal Holding, Inc.
70 Greathill Road
Naugatuck, Connecticut 06770

Susan H. Shumway
Shumway & Merle
200 Pequot Avenue
P.O. Box 550
Southport, Connecticut 06490

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Weil, Gotshal & Manges
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Indiana Department of Environmental
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Madison, Wisconsin 53707

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Mark Giesfeldt
Section Chief
Emergency and Remedial Response
Section
Department of Natural Resources
P.O. Box 7921
Madison, Wisconsin 53707

John Van Laere
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& Lewis
Suite 1800
Valley American Bank Building
211 West Washington Street
South Bend, IN 46601

UNITED STATES DISTRICT OF COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.) CIVIL ACTION NO.
)
 UNIROYAL, INC.,)
)
 Defendant.)

STATE OF INDIANA,)
)
 Plaintiff,)
)
 v.) CIVIL ACTION NO.
)
 UNIROYAL, INC.,)
)
 Defendant.)

STATE OF WISCONSIN,)
)
 Plaintiff,)
)
 v.) CIVIL ACTION NO.
)
 UNIROYAL, INC.,)
)
 Defendant.)

NOTICE OF LODGING OF PROPOSED CONSENT DECREE

The United States hereby lodges with the Court a proposed Consent Decree and Insurance Agreement entered into by the United States, the States of Indiana and Wisconsin, Uniroyal, Inc., CDU Holding, Inc., Uniroyal Holding, Inc., CDU Holding, Inc. Liquidating Trust, and Uniroyal Technology Corporation

(which is a signatory to the Insurance Agreement only). The proposed Consent Decree and Insurance Agreement have been executed by the signatories.

In accordance with paragraph 21 of the Consent Decree and paragraph 13 of the Insurance Agreement, the United States requests that the Court not approve and enter the proposed Consent Decree and Insurance Agreement at this time. Rather, notice of the lodging of the proposed Consent Decree and Insurance Agreement will be published in the Federal Register, following which the United States Department of Justice will receive public comments on the proposed Consent Decree and Insurance Agreement for a 30 day period. At the conclusion of the comment period, the United States will file with the Court any comments received, as well as responses to the comments, and at that time, if appropriate, request the Court to approve and enter the Consent Decree and Insurance Agreement.

LOIS J. SCHIFFER
Acting Assistant Attorney
General
Environment and Natural
Resources Division
U.S. Department of Justice



ALAN S. TENENBAUM
Environmental Enforcement
Section
Environment and Natural
Resources Division
U.S. Department of Justice
Washington, D.C. 20530
(202) 514-5409

Of Counsel:

JOHN WHEELER
Attorney-Advisor
Office of Enforcement
U.S. Environmental Protection
Agency
401 M Street, S.W.
Washington, DC 20460

CERTIFICATE OF SERVICE

This is to certify that on the 27th day of December 1993, I caused to be deposited in the United States Mail, first class and postage prepaid, a copy of the United States' Notice of Lodging of Proposed Consent Decree and Insurance Agreement, Proposed Consent Decree and Insurance Agreement, and Complaints of the United States, Indiana, and Wisconsin, and certificate of service addressed to the attached service list.



ALAN S. TENENBAUM
Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611, Ben Franklin Station
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Indianapolis, IN 46204

Assistant Commissioner
Office of Environmental Response
Indiana Department of Environmental
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Indianapolis, IN 46202-6015

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Assistant Attorney General
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Madison, Wisconsin 53707

Linda Meyer
Department of Natural Resources
101 South Webster Street
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Madison, Wisconsin 53707

Mark Giesfeldt
Section Chief
Emergency and Remedial Response
Section
Department of Natural Resources
P.O. Box 7921
Madison, Wisconsin 53707

CIVIL COVER SHEET

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

I (a) PLAINTIFFS

State of Wisconsin

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Dane
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS

Uniroyal, Inc.

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT _____
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Lorraine C. Stoltzfus
Wisconsin Department of Justice
Post Office Box 7857
Madison, WI 53707-7857

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION

(PLACE AN X IN ONE BOX ONLY)

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

III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

(PLACE AN X IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE)

DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY

Environmental cleanup and cost recovery pursuant to 42 U.S.C. § 9607 (1991)-Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) § 107.

V. NATURE OF SUIT

(PLACE AN X IN ONE BOX ONLY)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Letter Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veterans's Benefits <input type="checkbox"/> 160 Stockholders Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Trust in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Legislation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Writ/Order 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 OWBQ/OWWV (405(g)) <input type="checkbox"/> 864 SSHD Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates etc <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input checked="" type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights			

VI. ORIGIN

(PLACE AN X IN ONE BOX ONLY)

- 1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from another district (specify) _____
 6 Multidistrict Litigation
 7 Appeal to District Judge from Magistrate Judgment

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$
Cleanup Costs

Check YES only if demanded in complaint
JURY DEMAND: YES NO

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE

Dec. 20, 1993

SIGNATURE OF ATTORNEY OF RECORD

Lorraine C. Stoltzfus

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

STATE OF WISCONSIN,

Plaintiff,

v.

Case No. _____

UNIROYAL, INC.,

Defendant.

COMPLAINT

The State of Wisconsin, by its attorneys, James E. Doyle, Attorney General, and Lorraine C. Stoltzfus, Assistant Attorney General, at the request of the Wisconsin Department of Natural Resources, brings this complaint against defendant, Uniroyal, Inc., and alleges as follows:

NATURE OF THE ACTION

1. This is a civil action for recovery of costs brought pursuant to sections 107 and 113(g)(2) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9607, 9613(g), and 28 U.S.C. § 2201. The State of Wisconsin seeks reimbursement of costs incurred in response to the release or threatened release of hazardous substances at or from the Dunn Landfill/City Disposal Site in Dunn, Wisconsin; the Hagen Farm Site in Stoughton,

Wisconsin; and the Stoughton City Landfill Site in Stoughton, Wisconsin (collectively "the Covered Sites").

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action pursuant to secs. 107 and 113(b) of CERCLA, 42 U.S.C. §§ 9607 and 9613(b), and 28 U.S.C. § 1331.

3. Venue is proper in this district pursuant to sec. 113(b) of CERCLA, 42 U.S.C. § 9613(b), because the defendant conducted business and may be found in this district.

DEFENDANT

4. The defendant is a "person" within the meaning of sec. 101(21) of CERCLA, 42 U.S.C. § 9601(21).

5. The defendant owned or possessed hazardous substances and by contract, agreement or otherwise, arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of such hazardous substances at each of the Covered Sites within the meaning of sec. 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

GENERAL ALLEGATIONS

6. Hazardous substances within the meaning of sec. 101(14) of CERCLA, 42 U.S.C. § 9601(14) have been found at each of the Covered Sites.

7. The State of Wisconsin has incurred response costs at each of the Covered Sites as that term is defined in sec. 101(25) of CERCLA, 42 U.S.C. 9601(25), in responding to releases or threats

of releases of hazardous substances at or from each of the Covered Sites.

FIRST CLAIM FOR RELIEF

8. Paragraphs 1-7 are realleged and incorporated herein by reference.

9. Each of the Covered Sites is a "facility" within the meaning of sec. 101(9) OF CERCLA, 42 U.S.C. § 9601(9).

10. There have been releases or threats of releases of hazardous substances at or from each of the Covered Sites within the meaning of secs. 107(a), 101(14), and 101(22) of CERCLA, 42 U.S.C. §§ 9607(a), 9601(14), and 9601(22).

11. The defendant is within the class of liable persons described in sec. 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3), because it by contract, agreement, or otherwise, arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, at each of the Covered Sites of hazardous substances that it owned or possessed.

12. The State of Wisconsin has incurred and will continue to incur response costs, including the costs for removal and/or remedial actions as defined in secs. 101(23), 101(24), and 101(25) of CERCLA, 42 U.S.C. §§ 9601(23), (24), and (25), to respond to the release or threatened release of hazardous substances at each of the Covered Sites.

13. The response costs were incurred and will be incurred by the State of Wisconsin in a manner not inconsistent with the National Contingency Plan ("NCP"), 40 C.F.R. Part 300.

14. Pursuant to sec. 107 of CERCLA, 42 U.S.C. § 9607, the defendant is liable to the State of Wisconsin for all response costs incurred or to be incurred by the state in connection with the Covered Sites.

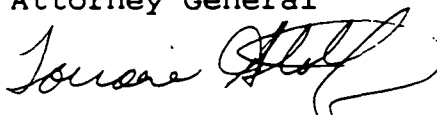
PRAYER FOR RELIEF

WHEREFORE, the plaintiff, the State of Wisconsin, requests judgment as follows:

1. A money judgment against the defendant for all response costs incurred by the state in conjunction with the Covered Sites;
2. The state's costs and fees; and
3. Such other and further relief as is appropriate.

Dated at Madison, Wisconsin, this 10th day of December, 1993.

JAMES E. DOYLE
Attorney General



LORRAINE C. STOLTZFUS
Assistant Attorney General
State Bar No. 1003676

Attorneys for Plaintiff

Wisconsin Department of Justice
Post Office Box 7857
Madison, Wisconsin 53707-7857
(608) 266-9226

CIVIL COVER SHEET

Conche

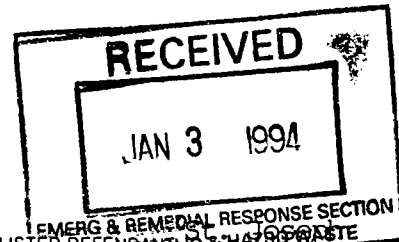
The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is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

I (a) PLAINTIFFS

United States of America

DEFENDANTS

Uniroyal, Inc.



(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF (EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT (IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
ALAN S. TENENBAUM, U.S. DEPT. OF JUSTICE
ENVIRONMENT AND NATURAL RESOURCES DIVISION
ENVIRONMENTAL ENFORCEMENT SECTION
P.O. BOX 7611
WASHINGTON, D.C. 20044 Tel. 202-514-5409

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION

(PLACE AN X IN ONE BOX ONLY)

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

III. CITIZENSHIP OF PRINCIPAL PARTIES

(PLACE AN X IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
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IV. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE)

DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY Civil action for recovery of costs brought pursuant to Sections 107 and 113(g) (2) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. Sections 9607, 9613(g), and 28 U.S.C. Section 2201.

V. NATURE OF SUIT

(PLACE AN X IN ONE BOX ONLY)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt Relations <input type="checkbox"/> 730 Labor/Mgmt Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl Ret Inc Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395#) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/CC Rates <input type="checkbox"/> 460 Deposition <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities Commodities Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input checked="" type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Other			

VI. ORIGIN

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- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeared District Judge from Magistrate Judgment

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER FRCP 23

DEMAND \$ Cleanup Costs

JURY DEMAND: YES NO

VIII. RELATED CASE(S) IF ANY

(See instructions)

JUDGE

DOCKET NUMBER

State of Indiana vs. Uniroyal, Inc., and State of Wisconsin vs. Uniroyal, Inc.

DATE

SIGNATURE OF ATTORNEY OF RECORD

12/23/93

Alan S. Tenenbaum

UNITED STATES DISTRICT OF COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 UNIROYAL, INC.,) CIVIL ACTION NO.
)
 Defendant.)
)
 _____)

COMPLAINT

The United States of America, by authority of the Attorney General of the United States and at the request and on behalf of the Administrator of the United States Environmental Protection Agency ("U.S. EPA"), alleges as follows:

STATEMENT OF THE CASE

1. This is a civil action for recovery of costs brought pursuant to Sections 107 and 113(g)(2) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9607, 9613(g), and 28 U.S.C. § 2201. The United States seeks reimbursement of costs incurred in response to the release or threatened release of hazardous substances at or from the Alburn/American Site in Chicago, Illinois; the American Chemical Service Site in Griffith, Indiana; the Calumet Container Site in Hammond, Indiana; the Cam Or/Westville Oil Site in Westville, Indiana; the Douglas Road Landfill Site in or near Mishawaka, Indiana; the Dunn Landfill/City Disposal Site in Dunn, Wisconsin; the

Envirochem Site located in Zionsville, Indiana; the Hagen Farm Site in Stoughton, Wisconsin; the I. Jones/Covington Road Facilities in Ft. Wayne, Indiana; the Midco I and Midco II Facilities in Gary, Indiana; the Ninth Avenue Dump Site in Gary, Indiana; the Northside Site located in Zionsville, Indiana; the Stoughton City Landfill Site in Stoughton, Wisconsin; the Thermo Chem Site in Muskegon, Michigan; and the Verona Wellfield/Thomas Solvent Site located in Battle Creek, Michigan (collectively "the Covered Sites").

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action pursuant to Sections 107 and 113(b) of CERCLA, 42 U.S.C. §§ 9607 and 9613(b), and 28 U.S.C. §§ 1331 and 1345.

3. Venue is proper in this District pursuant to Section 113(b) of CERCLA, 42 U.S.C. § 9613(b), because the defendant conducted business and may be found in this District.

DEFENDANT

4. The defendant is a "person" within the meaning of Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

5. The defendant owned or possessed hazardous substances and by contract, agreement or otherwise, arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of such hazardous substances at each of the Covered Sites within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

GENERAL ALLEGATIONS

6. Hazardous substances within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14) have been found at each of the Covered Sites.

7. The United States has incurred response costs at each of the Covered Sites as that term is defined in Section 101(25) of CERCLA, 42 U.S.C. § 9601(25), in responding to releases or threats of releases of hazardous substances at or from each of the Covered Sites.

FIRST CLAIM FOR RELIEF

8. Paragraphs 1-7 are realleged and incorporated herein by reference.

9. Each of the Covered Sites is a "facility" within the meaning of Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

10. There have been releases or threats of releases of hazardous substances at or from each of the Covered Sites within the meaning of Sections 107(a), 101(14), and 101(22) of CERCLA, 42 U.S.C. §§ 9607(a), 9601(14), 9601(22).

11. The defendant is within the class of liable persons described in Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3), because it by contract, agreement, or otherwise, arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, at each of the Covered Sites of hazardous substances that it owned or possessed.

12. The United States has incurred and will continue to incur response costs, including the costs for removal and/or

remedial actions as defined in Sections 101(23), 101(24), and 101(25) of CERCLA, 42 U.S.C. §§ 9601(23), (24), and (25), to respond to the release or threatened release of hazardous substances at each of the Covered Sites.

13. The response costs were incurred and will be incurred by the United States in a manner not inconsistent with the National Contingency Plan ("NCP"), 40 C.F.R. Part 300.

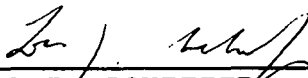
14. Pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, the defendant is liable to the United States for all response costs, including prejudgment interest, incurred or to be incurred by the United States in connection with the Covered Sites.

PRAYER FOR RELIEF

WHEREFORE, plaintiff, the United States of America, respectfully requests that this Court:

1. Enter judgment against the defendant for all response costs incurred by the United States in conjunction with the Covered Sites, plus interest;
2. Award the United States its costs of this action; and
3. Grant such other and further relief as is appropriate.

Sincerely,



LOIS J. SCHIFFER
Acting Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice

Alan S. Tenenbaum

ALAN S. TENENBAUM
Department of Justice
Environment and Natural Resources
Division
Environmental Enforcement Section
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
(202) 514-5409

OF COUNSEL:

JOHN WHEELER
Attorney-Advisor
Office of Enforcement
U.S. Environmental Protection
Agency
401 M Street, S.W.
Washington, DC 20460

CIVIL COVER SHEET

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

I (a) PLAINTIFFS

State of Indiana

DEFENDANTS

Uniroyal, Inc.

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF _____
(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT _____
(IN U.S. PLAINTIFF CASES ONLY)

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

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
MYRA SPICKER, OFFICE OF ATTORNEY GENERAL
INDIANA GOVERNMENT CENTER SOUTH 5th Floor
402 WEST WASHINGTON STREET
INDIANAPOLIS, IN 46204
(317) 232-6241

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION (PLACE AN X IN ONE BOX ONLY)

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

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN X IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)

DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY

Cost Recovery under CERCLA 42 USC 9601 et seq.

V. NATURE OF SUIT (PLACE AN X IN ONE BOX ONLY)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veterans's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Access 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 MIA (1383F) <input type="checkbox"/> 862 Black Lung (823) <input type="checkbox"/> 863 DWWC/DWWA (406(g)) <input type="checkbox"/> 864 SSI/TIA XVI <input type="checkbox"/> 865 RSI (406(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 28 USC 7608	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Recreater Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input checked="" type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 580 Other			

VI. ORIGIN

(PLACE AN X IN ONE BOX ONLY)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

Check YES only if demanded in complaint:
JURY DEMAND: YES NO

VIII. RELATED CASE(S) (See instructions):
IF ANY USA v Uniroyal, Inc.

JUDGE _____ DOCKET NUMBER _____

DATE

12/7/93

SIGNATURE OF ATTORNEY OF RECORD

Myra P. Spicker

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

STATE OF INDIANA,)
)
 Plaintiff,)
)
 v.) CIVIL ACTION NO.
)
 UNIROYAL, INC.,)
)
 Defendant.)

COMPLAINT

Plaintiff, State of Indiana, at the request of and on behalf of the United States of America, by authority of the Indiana Department of Environmental Management ("IDEM"), alleges as follows:

STATEMENT OF THE CASE

1. This is a civil action for recovery of costs brought pursuant to Sections 107 and 113(g)(2) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9607, 9613(g), and 28 U.S.C. § 2201 and Ind. Code § 13-7-8.7. The IDEM seeks reimbursement of costs incurred in response to the release or threatened release of hazardous substances at or from the Calumet Container Site in Hammond, Indiana; Douglas Road Landfill Site in or near Mishawaka, Indiana; and the Ninth Avenue Dump Site in Gary, Indiana.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action pursuant to Section 107 and 113(b) of CERCLA, 42 U.S.C. §§ 9607 and 9613(b), and 28 U.S.C. §§ 1331 and 1345.

3. Venue is proper in this District pursuant to Section 113(b) of CERCLA, 42 U.S.C. § 9613(b), because the defendant conducted business and may be found in this District.

DEFENDANT

4. The defendant is a "person" within the meaning of Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

5. The defendant owned or possessed hazardous substances and by contract, agreement or otherwise, arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of such hazardous substances at each of the Covered Sites within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

GENERAL ALLEGATIONS

6. Hazardous substances within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14) have been found at each of the Covered Sites.

7. The IDEM has incurred response costs at each of the Covered Sites as that term is defined in Section 101(25) of CERCLA, 42 U.S.C. § 9601(25), in responding to releases or threats of releases of hazardous substances at or from each of the Covered Sites.

FIRST CLAIM FOR RELIEF

8. Paragraphs 1-7 are realleged and incorporated herein by reference.

9. Each of the Covered Sites is a "facility" within the meaning of Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

10. There have been releases or threats of releases of hazardous substances at or from each of the Covered Sites within

the meaning of Section 107(a), 101(14), and 101(22) of CERCLA, 42 U.S.C. §§ 9607(a), 9601(14), 9601(22).

11. The defendant is within the class of liable persons described in Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3), because it by contract, agreement, or otherwise, arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, at each of the Covered Sites of hazardous substances that it owned or possessed.

12. The IDEM has incurred and will continue to incur response costs, including the costs for removal and/or remedial actions as defined in Sections 101(23), 101(24), and 101(25) of CERCLA, 42 U.S.C. §§ 9601(23), (24), and (25), to respond to the release or threatened release of hazardous substances at each of the Covered Sites.

13. The response costs were incurred and will be incurred by the IDEM in a manner not inconsistent with the National Contingency Plan ("NCP"), 40 C.F.R. Part 300.

14. Pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, the defendant is liable to the IDEM for all response costs, including prejudgment interest, incurred or to be incurred by the IDEM in connection with the Covered Sites.

PRAYER FOR RELIEF

WHEREFORE, plaintiff, the Indiana Department of Environmental Management, respectfully requests that this Court:

1. Enter judgment against the defendant for all response costs incurred by the IDEM in conjunction with the Covered Sites, plus interest;

2. Award the IDEM its costs of this action; and
3. Grant such other and further relief as is appropriate.

Respectfully submitted,

PAMELA CARTER
Attorney General of Indiana
Atty. No. 4242-49

By: Myra P. Spicker
Myra P. Spicker
Deputy Attorney General
Atty. No. 648-53

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