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WESTERN DISTRICT OF WASHINGTON  
BY DEPUTY

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AT SEATTLE  
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WESTERN DISTRICT OF WASHINGTON  
BY DEPUTY

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED STATES OF AMERICA,  
THE STATE OF WASHINGTON, and THE  
TULALIP TRIBES OF WASHINGTON,

Plaintiffs,

v.

SEATTLE DISPOSAL COMPANY, a former  
partnership, John Banchemo, Sr., Joan  
Razore and their respective marital  
communities, and the Estate of  
Josie Razore,

Defendants.

CIVIL ACTION NO.

**CV 02-1126R**

RELATED CASES:  
C97-152D  
C97-1648WD  
C98-300R  
C99-665R

TULALIP NATURAL RESOURCE DAMAGES CONSENT DECREE  
WITH SEATTLE DISPOSAL COMPANY AND OTHERS

This Consent Decree is made and entered into by the United States of America, by and through the United States Department of Justice on behalf of the United States Department of the Interior ("DOI") and the National Oceanic and Atmospheric Administration of the United States Department of Commerce ("NOAA"), and by the

Consent Decree  
for Natural Resource Damages

U.S. Dept. Justice  
c/o NOAA DARC  
7600 Sand Point Way, NE  
Seattle, WA 98115  
(206) 526-6617

*Chc BSR*

1 Washington Department of Ecology by and through the Washington  
2 Attorney General on behalf of the State of Washington, and by the  
3 Tulalip Tribes of Washington (as defined herein), as their  
4 respective interests appear in the complaint, including as  
5 trustees for natural resources (collectively referred to as  
6 "Plaintiffs") and Seattle Disposal Company, John Banchemo, Sr.,  
7 Joan Razore and their respective marital communities, and the  
8 Estate of Josie Razore (hereinafter collectively referred to as  
9 "Settling Defendants").

10 **I. INTRODUCTION**

11 1. The Plaintiffs allege that the Tulalip Landfill  
12 ("Landfill") is located on Ebey Island between Steamboat Slough  
13 and Ebey Slough in the Snohomish River delta system between  
14 Everett and Marysville, Washington. Ebey Island is located in  
15 Snohomish County, Township 30N, Range 5E, Section 32. The  
16 Landfill is located within the Tulalip Indian Reservation, and  
17 occupies approximately 147 acres of the western portion of Ebey  
18 Island, just to the west of Interstate 5 and the Burlington  
19 Northern Railroad. The Landfill is bordered by a berm and is  
20 surrounded primarily by wetlands in the form of freshwater and  
21 brackish water marshes. To the west of the Landfill area are  
22 approximately 160 acres of salt marsh.

23 2. The Plaintiffs allege that in 1964, The Tulalip Tribes,  
24 a Section 17 Corporation federal corporation chartered pursuant  
25 to Section 17 of the Indian Reorganization Act, as amended, 25

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1 U.S.C. § 477, leased the Landfill to Seattle Disposal Company for  
2 a period of 10 years. The lease was renewed in 1972. From 1964  
3 to 1979, Seattle Disposal Company, its general partners Josie  
4 Razore, John Banchemo, Sr., and other partners, and Marine  
5 Disposal Company, operated the Landfill, then known as the "Big  
6 Flats Landfill," as a disposal site for commercial and industrial  
7 waste. The Plaintiffs allege that waste material collected in  
8 King County, Snohomish County, and communities in and around the  
9 Puget Sound region, including waste materials containing  
10 hazardous substances generated or transported by the Settling  
11 Defendants, was delivered to the Landfill by a variety of  
12 methods. In 1979, the Landfill was closed and capped pursuant to  
13 the Rivers and Harbors Act of 1899, 33 U.S.C. §§ 403 and 407, and  
14 the Federal Water Pollution Control Act, 33 U.S.C. §§ 1311, 1319,  
15 1342, and 1344, pursuant to a consent decree entered in the  
16 United States District Court for the Western District of  
17 Washington on October 19, 1977, No. C77-721M. Additional capping  
18 materials, including construction debris and earthen materials,  
19 were placed on the source area by other parties after the 1979  
20 consent decree closure, pursuant to NPDES permit No. WA-002573-9.

21 3. The United States Environmental Protection Agency  
22 ("EPA") listed the Tulalip Landfill Superfund Site ("the Site")  
23 on the National Priorities List, and, among other activities,  
24 conducted a Remedial Investigation and Feasibility Study to  
25 determine the nature and extent of releases of hazardous

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1 substances at or from the Site. EPA subsequently selected a  
2 remedy for the Site. The United States thereafter entered into  
3 consent decrees with a number of potentially responsible parties.  
4 Under the various consent decrees, the potentially responsible  
5 parties have reimbursed the United States' response costs at the  
6 Site, and have implemented EPA's selected remedy for the Site.  
7 The implementation of EPA's remedy for the Site has restricted  
8 future use of the Site.

9 4. The Plaintiffs allege that hazardous substances within  
10 the definition of Section 101(14) of the Comprehensive  
11 Environmental Response, Compensation and Liability Act  
12 ("CERCLA"), 42 U.S.C. § 9601(14), Section 311 of the Clean Water  
13 Act, 33 U.S.C. § 1321, and MTCA, RCW 70.105D.020(7), have been  
14 released into the environment at or from the Site, and that "oil"  
15 within the definition of Section 1001(23) of the Oil Pollution  
16 Act of 1990, 33 U.S.C. § 2701(23), may have been released at or  
17 from the Site. Hazardous substances have been found in soils at  
18 the Site, in sediments at the Site, in leachate emanating from  
19 the Landfill, and in ground water at the Site. Hazardous  
20 substances of concern found in soils and sediments include, but  
21 are not limited to, benzo(a)anthracene, benzo(a)pyrene,  
22 benzo(b)flouranthene, benzo(k)flouranthene, bis(2-  
23 ethylhexyl)phthalate, chrysene, 1,4-dichlorobenzene,  
24 flouranthene, fluorine, naphthalene, N-nitroso-di-n-propylamine,  
25 polychlorinated biphenyls (PCBs), and pyrene. Metals were also

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Consent Decree  
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1 found at the Site, including, but not limited to, arsenic, lead,  
2 and chromium. Samples of leachate flowing from the Landfill have  
3 shown levels of hazardous substances including, but not limited  
4 to, arsenic, barium, cadmium, iron, zinc, manganese, toluene,  
5 ethylbenzene, PCBs, and acenaphthene.

6 5. The Plaintiffs allege that releases of hazardous  
7 substances at or from the Site have resulted in injuries to,  
8 destruction or losses of natural resources, and that such  
9 injuries, destruction or losses are compensable under Section  
10 107(a)(4)(C) of CERCLA, 42 U.S.C. § 9607(a)(4)(C), Section 311 of  
11 the Clean Water Act ("CWA"), 33 U.S.C. § 1321, Sections 1002 and  
12 1006 of the Oil Pollution Act of 1990 ("OPA"), 33 U.S.C. §§ 2702  
13 & 2706, and the Model Toxics Control Act ("MTCA"), Ch. 70.105D  
14 RCW. The Tulalip Tribes of Washington also allege that such  
15 injuries, destruction or losses are compensable under the Treaty  
16 of Point Elliott, 1855, and 28 U.S.C. § 1362.

17 6. Plaintiffs have filed, contemporaneously with the  
18 lodging of this Consent Decree, a civil complaint alleging that  
19 Settling Defendants are liable to the Plaintiffs under Section  
20 107 of CERCLA, 42 U.S.C. § 9607, Section 311 of the Clean Water  
21 Act, 33 U.S.C. § 1321, Sections 1002 and 1006 of OPA, 33 U.S.C.  
22 §§ 2702 & 2706, MTCA Ch. 70.105D RCW, and the Treaty of Point  
23 Elliott and 28 U.S.C. § 1362, for damages for the injury to,  
24 destruction of or loss of natural resources resulting from  
25 releases of hazardous substances and discharges of oil at or from

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1 the Site.

2       7. Each Plaintiff alleges that it is a trustee of Natural  
3 Resources with claims arising in law or equity for Natural  
4 Resource Damages. Pursuant to 40 C.F.R. Section 300.600(b)(1)  
5 and (2), trusteeship for the resources at the Site has been  
6 delegated to the to the National Oceanic and Atmospheric  
7 Administration and the Fish and Wildlife Service of the United  
8 States Department of the Interior. The Tulalip Tribes of  
9 Washington represent that they and the United States Department  
10 of Interior have sole authority to enter into this consent decree  
11 settlement to resolve Settling Defendants' potential liability  
12 for Natural Resource Damages with respect to Natural Resources  
13 belonging to, managed by, controlled by, appertaining to, or held  
14 in trust for the benefit of the Tulalip Tribes of Washington.  
15 The Tulalip Tribes of Washington also represents that the Tulalip  
16 Section 17 Corporation (a federal corporation chartered as "The  
17 Tulalip Tribes" on September 8, 1936, and ratified on October 3,  
18 1936, pursuant to Section 17 of the Indian Reorganization Act, as  
19 amended, 25 U.S.C. § 477) does not have any authority as a  
20 trustee or otherwise to assert any claim against Settling  
21 Defendants or other parties for Natural Resource Damages with  
22 respect to Natural Resources belonging to, managed by, held in  
23 trust by, appertaining to, or otherwise controlled by the Tulalip  
24 Tribes of Washington. The Tulalip Section 17 Corporation  
25 represents that it has no rights as trustee for Natural Resources

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1 NOW, THEREFORE, the parties agree, and it is hereby ORDERED  
2 ADJUDGED, AND DECREED as follows:

3 **II. PARTIES**

4 11. "United States" means the United States of America, in  
5 all its capacities, including inter alia all departments,  
6 instrumentalities, administrations, natural resource trustees,  
7 and agencies of the Federal Government.

8 12. The "Tulalip Tribes of Washington" means the native  
9 sovereign nation known as the Tulalip Tribes of Washington  
10 (successor in interest to the Snohomish, Snoqualmie, Skykomish  
11 and other tribes and bands party to the Treaty of Point Elliott  
12 of 1855), a federally recognized Indian tribe organized under  
13 Section 16 of the Indian Reorganization Act of 1934, as amended,  
14 25 U.S.C. § 476 ("the IRA"), and its successors and assigns.

15 13. The "Department of Ecology" means the Washington  
16 Department of Ecology as designated state trustee pursuant to  
17 Section 107(f) of CERCLA, and 40 C.F.R. Part 300, Subpart G, and  
18 in its statutory role under MTCA, Ch. 70.105D, RCW.

19 14. "The State of Washington" or "the State" means the  
20 State of Washington, including inter alia all departments,  
21 administrations, natural resource trustees and agencies thereof.

22 15. "Settling Defendants" means defendants and signatories  
23 to this Consent Decree Seattle Disposal Company (a former  
24 Washington General Partnership), John Banchemo, Sr., Joan Razore  
25 and their respective marital communities, and the Estate of Josie

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1 Razore.

2 **III. JURISDICTION**

3 16. This Court has jurisdiction over this Consent Decree  
4 under Sections 107(a) and 113(b) of CERCLA, 42 U.S.C. §§ 9607(a)  
5 & 9613(b), Section 311 of the Clean Water Act, 33 U.S.C. § 1321,  
6 Sections 10002 and 1006 of the Oil Pollution Act of 1990, 33  
7 U.S.C. § 2702 & 2706, 28 U.S.C. §§ 1331 & 1345, 28 U.S.C. § 1362,  
8 and supplemental jurisdiction over state law claims as set forth  
9 in 28 U.S.C. Section 1367.

10 **IV. DEFINITIONS**

11 17. Whenever the following capitalized terms are used in  
12 this Consent Decree, they shall have the following meaning:

13 "Hazardous Substances" means all substances within the  
14 definition of Section 101(14) of CERCLA, 42 U.S.C. § 9614,  
15 Section 311(a)(14) of the Clean Water Act, 33 U.S.C. §  
16 1321(a)(14), or MTCA, § 70.105D(7).

17 "Morelli Family" shall include the estate of Tito O.  
18 Morelli, Ida Morelli, as Personal Representative of the Estate of  
19 Tito O. Morelli, Ida Morelli in her individual capacity, Anna  
20 Morelli Amstrong, Tina Maria Morelli, Gabriel M. Morelli,  
21 Clorinda Morelli Edson, Emilia Morelli di Corpo, individually,  
22 Nello C. and Emilia G. Di Corpo, Trustees of the Nello C. and  
23 Emilia G. Di Corpo Revocable Estate Trust Agreement dated January  
24 16, 1991, Albarosa Morelli, Panfilo S. Morelli, Dante E. Morelli,  
25 Robert D. Morelli, Elisa M. Kokesh, Panfilo S. Morelli and Elisa

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1 M. Kokesh as Trustees of the Trust under the Will of Silvio  
2 Morelli, Marion V. Larson, Executor of the Estate of Tito  
3 Morelli, any spouse, marital community or descendant(s) of any  
4 person heretofore named, the Morelli Brothers partnership, and  
5 the Morelli Brothers II partnership.

6 "Natural Resources" include land, fish, wildlife,  
7 biota, air, water, groundwater, drinking water supplies, cultural  
8 resources, and other such resources belonging to, managed by,  
9 held in trust by, appertaining to, or otherwise controlled by the  
10 United States (including the resources of the exclusive economic  
11 zone), the State of Washington or the Tulalip Tribes of  
12 Washington.

13 "Natural Resource Damages" means compensatory and  
14 remedial relief recoverable by the Federal, State and Tribal  
15 Trustees of Natural Resources on behalf of the public or tribal  
16 members for injury to, destruction of, or loss of use of any and  
17 all Natural Resources resulting from the release or threatened  
18 release of Hazardous Substances at or from the Site, or the  
19 discharge of oil at or from the Site, including (1) costs of  
20 damage assessment; (2) compensation for loss, injury, impairment,  
21 damage or destruction of Natural Resources, whether temporary or  
22 permanent, or for loss of use value, non-use value, passive  
23 value, option value, amenity value, bequest value, existence  
24 value, consumer surplus, economic rent, or any similar value of  
25 Natural Resources; (3) any diminution in value of Natural

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1 Resources pending restoration; and (4) costs of restoring,  
2 rehabilitating, replacing, or acquiring the equivalent of the  
3 Natural Resources.

4 "Oil" means all substances within the definition of  
5 "oil" in Section 1001(23) of the Oil Pollution Act of 1990, 33  
6 U.S.C. § 2701(23).

7 "Related Entities" shall mean the Settling Defendants'  
8 heirs, any heirs' spouses, and their marital communities,  
9 successors, and assigns, the Settling Defendants' past, present  
10 and future officers and directors who have acted or are acting in  
11 those capacities and, where the Settling Defendant is a corporate  
12 entity, its corporate successors to potential liability for the  
13 Site. "Related Entities" shall also mean the following named  
14 entities associated with one or more of the Settling Defendants:  
15 the Morelli Family and those entities identified in Appendix C of  
16 this Decree.

17 "Site" shall mean the Tulalip Landfill Superfund Site,  
18 located on Ebey Island between Steamboat Slough and Ebey Slough  
19 in the Snohomish River delta system between Everett and  
20 Marysville, Washington. The Site, depicted generally on the map  
21 attached as Appendix B, is located largely within the Tulalip  
22 Indian Reservation, and includes the areal extent of  
23 contamination that originated in the Tulalip Landfill or from its  
24 operation, and any area where hazardous substances released at or  
25 from the Landfill have come to be located.

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1 21. If Settling Defendants fail to timely make any payment  
2 required under this Consent Decree, they shall be liable,  
3 commencing the day after payment is due, for interest on the  
4 unpaid balance at the federal judgment interest rate computed in  
5 accordance with 28 U.S.C. § 1961 as of the date payment is due,  
6 and, if incurred, the costs of enforcement and collection  
7 pursuant to the Federal Debt Collection Procedure Act, 28 U.S.C.  
8 § 3001 et seq.

9 **VI. COVENANTS NOT TO SUE**

10 22. In consideration of the Settling Defendants' timely  
11 compliance with this Consent Decree, and except as specifically  
12 provided in Paragraphs 26 and 27 herein:

13 a. The United States, on behalf of the Department of the  
14 Interior and the National Oceanic and Atmospheric  
15 Administration, covenants not to sue or take administrative  
16 action against Settling Defendants or Related Entities  
17 pursuant to 42 U.S.C. §§ 9607(a) & 9607(f), 33 U.S.C. §  
18 1321, or 33 U.S.C. §§ 9602 & 9607, for Natural Resource  
19 Damages resulting from discharges of oil or releases of  
20 hazardous substances at or from the Site;

21 b. the State of Washington on behalf of the Washington  
22 Department of Ecology covenants not to sue or take  
23 administrative action against Settling Defendants or Related  
24 Entities pursuant to 42 U.S.C. §§ 9607(a) & 9607(f), ch.  
25 70.105D RCW, ch. 90.48 RCW, or any state common law, for  
26 Natural Resource Damages resulting from discharges of oil or  
27 releases of hazardous substances at or from the Site; and

28 c. The Tulalip Tribes of Washington covenant not to sue or  
take administrative action against Settling Defendants or  
Related Entities pursuant to 42 U.S.C. §§ 9607(a) & 9607(f),  
any treaty or any tribal common law, for Natural Resource  
Damages resulting from discharges of oil or releases of  
hazardous substances at or from the Site.

The covenants set forth in this Paragraph shall be void with

1 respect to any Related Entity or Related Entities that bring an  
2 action against any one or more of the plaintiffs for any matter  
3 relating to the Site, including but not limited to an action to  
4 require further response actions, or to recover response costs,  
5 or otherwise seeking to impose liability or to recover response  
6 costs for matters addressed in the Consent Decree. These  
7 covenants not to sue shall take effect upon receipt by the  
8 Registry of the United States District Court of the payment  
9 required by Paragraph 18 of Section V. (Payment and Related  
10 Matters). These covenants not to sue are conditioned upon the  
11 complete and satisfactory performance by Settling Defendants of  
12 their obligations under this Consent Decree.

13 23. In consideration of the Plaintiffs' covenants not to  
14 sue in this Section VI of this Consent Decree, Settling  
15 Defendants agree not to assert any claim or cause of action  
16 against any of the Plaintiffs arising out of injuries to Natural  
17 Resources resulting from releases of hazardous substances or  
18 discharges of oil at or from the Site, or to seek any costs,  
19 damages or attorneys' fees from any Plaintiff in connection with  
20 injuries to natural resources resulting from releases of  
21 hazardous substances or discharges of oil at or from the Site.

22 24. Within five (5) days of the effective date of this  
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1 Consent Decree, the Department of Ecology, the Tulalip Tribes and  
2 the United States Department of Interior and the United States  
3 Department of Commerce will file releases of their claims in In  
4 Re: Estate of Josie Razore, King Co. Case No. 00-4-02699-1 SEA.

5 **VII. CONTRIBUTION PROTECTION**

6 25. The Parties agree, and by entering this Consent Decree  
7 the Court finds, that, upon receipt of their payment by the  
8 Registry of the Court, the Settling Defendants are entitled to  
9 protection from contribution actions or claims as provided by  
10 CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), and MTCA, RCW  
11 Chapter 70.105D.040(1), (2) and RCW 90.48.142, for matters  
12 addressed in this settlement. The matters addressed in this  
13 settlement are any civil or administrative liability Settling  
14 Defendants may have for injury to, destruction of, or loss of any  
15 and all Natural Resources resulting in whole or in part from  
16 releases or threatened releases of Hazardous Substances or  
17 discharges of oil at or from the Site. Contribution protection  
18 shall extend to, and inure to the benefit of, the Settling  
19 Defendants and their Related Entities.

20 **VIII. RESERVATION OF RIGHTS**

21 26. Nothing in this Consent Decree is intended to be nor  
22 shall it be construed as a release or covenant not to sue for any  
23 claim or cause of action, administrative or judicial, civil or  
24 criminal, past or future, at law or in equity, which the  
25 Plaintiffs may have against Settling Defendants and Related

1 Entities for:

2 a. Any claims and liability as a result of failure of  
3 the Settling Defendants to make the payments required by this  
4 Consent Decree;

5 b. Any liability arising from the past, present, or  
6 future disposal, release, or threat of release of any hazardous  
7 substance, hazardous waste, solid waste, or discharge of oil,  
8 other than releases or threats of releases of hazardous  
9 substances or discharges at or from the Site; or

10 c. Any criminal liability.

11 27. As required by MTCA, RCW 70.105D.040(4)(c), nothing in  
12 this Consent Decree is intended to be nor shall it be construed  
13 as a release or covenant not to sue by the State of Washington  
14 for any claim or cause of action, administrative or judicial,  
15 civil or criminal, past or future, at law or in equity, which the  
16 State of Washington may have against Settling Defendants or  
17 Related Entities for factors not known at the time of entry of  
18 the decree that are discovered and present a previously unknown  
19 threat to human health or the environment. Factors known and  
20 threats known at the time of the entry of the Consent Decree  
21 include all facts, documents, evidence and data in the possession  
22 of or previously provided to EPA, the United States or the State  
23 of Washington at the time of entry of the Consent Decree,  
24 including but not limited to all information contained in the  
25 files of these entities and all of the facts set forth in

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Consent Decree  
for Natural Resource Damages

1 documents in EPA's administrative record for the Site, EPA's Risk  
2 Assessment for the Site and EPA's Proposed Plan for Interim  
3 Remedial Action for the Site.

4 **IX. DISCLAIMER OF LIABILITY**

5 28. Neither entry of this Consent Decree nor any action in  
6 accordance with this Consent Decree shall constitute an admission  
7 of liability under any federal, state, tribal or local statute,  
8 regulation, ordinance, general maritime law or common law by  
9 Settling Defendants, their past, present or future officers,  
10 members, directors, partners, trustees, shareholders, insurers,  
11 agents, representatives, employees, subsidiaries, successors,  
12 assigns or affiliates, for any fine, penalty, response costs,  
13 damages, or claims or any issues of fact or law for releases of  
14 hazardous substances at the Site.

15 28. The parties further agree that none of the provisions  
16 of this Consent Decree or evidence of negotiations shall be  
17 offered or received in evidence in this action or any other  
18 action or proceedings by any other party for any purpose, except  
19 for enforcement of this Consent Decree or except as specifically  
20 provided herein.

21 **X. NOTICES AND SUBMISSIONS**

22 29. Whenever, under the terms of this Consent Decree,  
23 written notice is required to be given or a report or other  
24 document is required to be sent by one party to the other, it  
25 shall be directed to individuals at the addresses specified  
26



1 below, unless those individuals or their successors give written  
2 notice of a change. All notices and submissions shall be  
3 considered effective upon receipt, unless otherwise provided.

4 As to the United States:

5 Chief  
6 Environmental Enforcement Section  
7 Environment and Natural Resources Division  
8 U.S. Department of Justice  
9 P.O. Box 7611  
10 Ben Franklin Station  
11 Washington, D.C. 20044  
12 Re: DOJ # 90-11-3-1412/9

9 As to the State of Washington:

10 Michelle Wilcox  
11 Toxics Cleanup Program  
12 State of Washington  
13 P.O. Box 47600  
14 Olympia, Washington 98504-7600

13 As to the Tulalip Tribes of Washington:

14 Tom McKinsey  
15 Tulalip Tribes of Washington  
16 6326 33rd Ave., N.E.  
17 Marysville, Washington 98271

17 As to Seattle Disposal Corporation:

18 Robert Jaffe  
19 Preston, Gates & Ellis LLP  
20 5000 Columbia Center  
21 701 Fifth Avenue  
22 Seattle, WA 98104-7078

21 Bradley Marten  
22 Marten & Brown  
23 1191 Second Avenue, Suite 2200  
24 Seattle, Washington 98101

23 As to the Estate of Josie Razore

24 Robert Jaffe  
25 Preston, Gates & Ellis LLP  
26 5000 Columbia Center

1 701 Fifth Avenue  
Seattle, WA 98104-7078

2 As to John Banchemo and His Marital Community

3 Bradley Marten  
4 Marten & Brown  
5 1191 Second Avenue, Suite 2200  
Seattle, Washington 98101

6 **XI. ENTRY OR DISAPPROVAL OF DECREE**

7 30. This Consent Decree shall be lodged with the Court for  
8 a period of not less than thirty (30) days and shall be made  
9 available for public notice and comment in accordance with  
10 Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), 28 C.F.R. §  
11 50.7, and RCW 70.105D.040(4)(a). The United States reserves the  
12 right to withdraw from the Consent Decree if comments regarding  
13 the Consent Decree disclose facts or considerations that indicate  
14 that the Consent Decree is not fair, reasonable or in the public  
15 interest. The State of Washington reserves the right to withdraw  
16 or withhold its consent if the comments regarding the Consent  
17 Decree disclose facts or considerations that demonstrate that the  
18 proposed settlement would not lead to a more expeditious  
19 restoration of natural resources. Settling Defendants consent to  
20 the entry of this Consent Decree without further notice.

21 31. After its entry by the Court, this Consent Decree shall  
22 be considered an enforceable judgment for purposes of post-  
23 judgment collection in accordance with Rule 69 of the Federal  
24 Rules of Civil Procedure and other applicable federal statutory  
25 authority.

1 32. Settling Defendants hereby waive the 60-day notice  
2 requirement applicable to the trustees by virtue of Section  
3 113(g)(1) of CERCLA, 42 U.S.C. § 9613(g)(1), and agree that any  
4 failure by Plaintiffs to give the notice required by that section  
5 shall not constitute a deficiency in the Complaint or in this  
6 Consent Decree.

7 33. This Court retains jurisdiction over both the subject  
8 matter of this Consent Decree and the Parties hereto for the  
9 duration of the performance of the terms and conditions of this  
10 Consent Decree solely for the purpose of enforcing those terms  
11 and conditions.

12 **XII. MISCELLANEOUS**

13 34. In any subsequent administrative or judicial proceeding  
14 initiated by the United States for injunctive relief, recovery of  
15 response costs, or other appropriate relief relating to the Site,  
16 Settling Defendants shall not assert, and may not maintain, any  
17 defense or claim based upon the principles of waiver, res  
18 judicata, collateral estoppel, issue preclusion, claim-splitting,  
19 or other defenses based upon any contention that the claims  
20 raised by the United State in the subsequent proceeding were or  
21 should have been brought in the instant case; provided, however,  
22 that nothing in this paragraph affects the enforceability of the  
23 covenants not to sue set forth in Section VI.

24 35. Settling Defendants shall not reference or rely upon  
25 their payment under this Consent Decree in any application for  
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1 dredged or fill material under Section 404 of the Federal Water  
2 Pollution Control Act, or in any proceeding arising out of the  
3 Settling Defendants' application, or failure to apply, for such a  
4 permit.

5 36. This Consent Decree shall not affect any party's rights  
6 against any person or entity not a party to this Consent Decree,  
7 except for the contribution protection provisions of Section VII.  
8 No person or entity other than the parties hereto and Related  
9 Entities shall have the authority to seek to enforce the terms of  
10 this Consent Decree.

11 37. This Consent Decree constitutes the entire agreement  
12 among the parties with regard to the subject matter hereof and  
13 can be modified or amended only with the express written consent  
14 of all the parties to this Consent Decree. Except with respect  
15 to the reservation of rights in Paragraph 12(b)(5), this Consent  
16 Decree does not modify the rights and obligations of the Parties  
17 under that certain "Tulalip Landfill Consent Decree with the SDC  
18 Defendants" entered in United States v. Seattle Disposal Company  
19 et al., C97-1462Z (March 19, 1998), in the United States District  
20 Court for the Western District of Washington.

21 38. The Tulalip Tribes of Washington represents to Settling  
22 Defendants that, to the best knowledge of its present Board  
23 members, no other tribe has asserted the rights of a trustee with  
24 respect to Natural Resource Damages, nor has any other tribe  
25 communicated to any of its present Board members an intent to

1 file a claim against Settling Defendants or other parties with  
2 respect to Natural Resource Damages.

3 39. Each of the undersigned representatives of Plaintiffs  
4 and Settling Defendants certifies that he or she is fully  
5 authorized to enter into the terms and conditions of this Consent  
6 Decree and to execute and legally bind the party whom he or she  
7 represents to this Consent Decree.

8 40. The Tulalip Tribes of Washington's joinder to this  
9 Decree is solely in its capacity as a trustee for natural  
10 resources and constitutes a limited waiver of the Tulalip Tribes  
11 of Washington's sovereign immunity for the sole and limited  
12 purpose of enforcing the terms of this Consent Decree; provided  
13 that, this Consent Decree shall not act as a general waiver of  
14 sovereign immunity, nor shall it in any way impair the right of  
15 taking fish at usual and accustomed grounds and stations reserved  
16 under Article V of the Treaty of Point Elliott.

17 41. This Consent Decree may be executed in several  
18 counterparts and by facsimile and, as executed, shall constitute  
19 one agreement, binding on all parties hereto, even though all  
20 parties do not sign the original or the same counterpart.

21 42. Except as otherwise provided herein each party to this  
22 Consent Decree shall bear his, her or its own costs, attorneys  
23 fees and disbursements.

24 43. Settling Defendants shall identify, on the attached  
25 signature page, the name, address and telephone number of an  
26

1 agent who is authorized to accept service of process by mail on  
2 its behalf with respect to all matters arising under or relating  
3 to this Consent Decree. Settling Defendants hereby agree to  
4 accept service in that manner and to waive the formal service  
5 requirements set forth in Rule 4 of the Federal Rules of Civil  
6 Procedure and any applicable local rules of this Court,  
7 including, but not limited to, service of a summons.

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9 SO ORDERED THIS 3rd DAY OF June, 2002.

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11 Barbara J. Rothstein  
12 UNITED STATES DISTRICT JUDGE  
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28 Consent Decree  
for Natural Resource Damages

U.S. Dept. Justice  
c/o NOAA DARC  
7600 Sand Point Way, NE  
Seattle, WA 98115  
(206) 526-6617

1 By the signature of its undersigned representatives, the  
2 United States agrees to be bound by the terms of the foregoing  
3 Consent Decree:

4 FOR THE UNITED STATES OF AMERICA:

5  
6 5.14.07  
Date

Tom Sansonetti  
THOMAS SANSONETTI  
Assistant Attorney General  
Environment and Natural Resources  
Division  
United States Department of Justice  
Washington, D.C.

10  
11 5-20-02  
12 Date

Sean Carman  
SEAN CARMAN  
Trial Attorney  
Environmental Enforcement Section  
United States Department of Justice  
NOAA DARC - DOJ  
7600 Sand Point Way, N.E.  
Seattle, Washington 98115-0070  
(206) 526-6617

17 MIKE MCKAY  
18 United States Attorney  
Western District of Washington

19 BRIAN A. KIPNIS  
20 Assistant United States Attorney  
Western District of Washington  
601 Union Street, Suite 5100  
21 Seattle, Washington 98101-3903  
(206) 553-4426

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28 Consent Decree  
for Natural Resource Damages

1 OF COUNSEL:

2 ROBERT TAYLOR  
3 Assistant Regional Counsel  
4 National Oceanic and Atmospheric Administration  
5 Damage Assessment and Restoration Center  
6 7600 Sand Point Way, NE  
7 Seattle, Washington 98103

8 COLLEEN KELLEY  
9 Assistant Regional Solicitor  
10 United States Department of the Interior  
11 500 NE Multnomah Street, Suite 607  
12 Portland, Oregon 97232

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28 Consent Decree  
for Natural Resource Damages

U.S. Dept. Justice  
c/o NOAA DARC  
7600 Sand Point Way, NE  
Seattle, WA 98115  
(206) 526-6617



1 FOR THE STATE OF WASHINGTON:

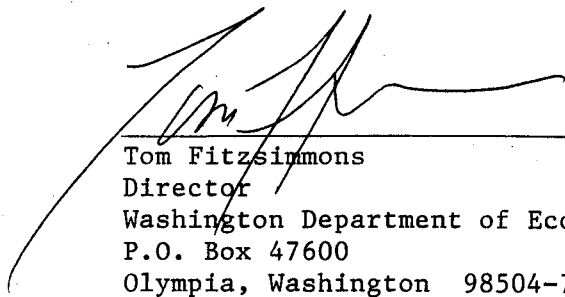
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3-25-02

5 Date

  
Tom Fitzsimmons  
Director  
Washington Department of Ecology  
P.O. Box 47600  
Olympia, Washington 98504-7600

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10

4-8-02

11 Date

  
Steven Thiele  
Assistant Attorney General  
Ecology Division  
P.O. Box 40117  
Olympia, Washington 98504-0117

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Consent Decree  
for Natural Resource Damages

U.S. Dept. Justice  
c/o NOAA DARC  
7600 Sand Point Way, NE  
Seattle, WA 98115  
(206) 526-6617

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By the signature below, the Tulalip Tribes of Washington agree to be bound by the terms of this Consent Decree:

MARCH 7, 2002  
Date

By: Herman A. Williams, Jr.  
Chairman  
Board of Directors

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FOR THE TULALIP SECTION 17 CORPORATION, FOR THE PURPOSE OF MAKING THE REPRESENTATIONS IN PARAGRAPH 7 ONLY:

MARCH 7, 2002  
Date

By: Herman A. Williams, Jr.  
Herman A. Williams, Jr.  
Chairman  
Board of Directors

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By the signature on this page Seattle Disposal Company, a former Washington General Partnership, agrees to be bound by the terms of this Consent Decree

March 7, 2002  
Date

John R. Barche

Agents for Service of Process:

Robert Jaffe  
Preston, Gates & Ellis LLP  
5000 Columbia Center  
701 Fifth Avenue  
Seattle, WA 98104-7078

Bradley Marten  
Marten & Brown  
1191 Second Avenue, Suite 2200  
Seattle, Washington 98101

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By the signature on this page the Estate of Josie Razore agrees to be bound by the terms of this Consent Decree

2/28/02  
Date

Josie Razore

Agent for Service of Process:

Robert Jaffe  
Preston, Gates & Ellis LLP  
5000 Columbia Center  
701 Fifth Avenue  
Seattle, WA 98104-7078

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By the signature on this page John Banchemo agrees to be bound by the terms of this Consent Decree

March 7, 2002  
Date

John Banchemo

Agent for Service of Process:

Bradley Marten  
Marten & Brown  
1191 Second Avenue, Suite 2200  
Seattle, Washington 98101

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By the signature on this page Joan Razore agrees to be bound by the terms of this Consent Decree

Date 2/25/02 Joan Razore

Agent for Service of Process:

Robert Jaffe  
Preston, Gates & Ellis LLP  
5000 Columbia Center  
701 Fifth Avenue  
Seattle, WA 98104-7078

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AT SEATTLE  
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WESTERN DISTRICT OF WASHINGTON  
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AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
DEPUTY  
BY

*C to C, CRD, Carey (cont)*

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED STATES OF AMERICA, AND  
THE TULALIP TRIBES OF WASHINGTON

Plaintiff,

v.

ACE GALVANIZING, INC., et al.,

Defendants.

CIVIL ACTION  
NO. C97-152-D

ORDER DIRECTING THE  
DEPOSIT OF FUNDS  
INTO THE REGISTRY  
OF THE COURT

This case arises out of the release of hazardous substances at the Tulalip Landfill Superfund Site ("the Site"), located within the Tulalip Indian Reservation, which occupies approximately 147 acres of the western portion of Ebey Island, just to the west of Interstate 5 and the Burlington Northern Railroad. This Order is entered pursuant to and in furtherance of Consent Decrees for Natural Resource Damages (the "Consent Decree") between Plaintiffs United States of America, State of Washington and the Tulalip Tribes of Washington, and the defendants who have signed the

Order Directing the  
Deposit of Funds  
Into the Registry  
of the Court

U.S. Department of Justice  
c/o NOAA DARC - DOJ  
7600 Sand Point Way, NE  
Seattle, WA 98115  
(206) 526-6617

*12*



1 Consent Decrees in this and all related cases (hereinafter "the  
2 Participating Parties").

3 Under the Consent Decrees, the Participating Parties have  
4 agreed to pay their share of Natural Resource Damages resulting  
5 from the release of hazardous substances at or from the Site, which  
6 have been estimated for purposes of this de minimis settlement to  
7 be \$6.6 million.

8 Participating Parties and certain agencies of the United  
9 States Government will pay their respective shares of this de  
10 minimis settlement amount to the Registry of the United States  
11 District Court for the Western District of Washington, which will  
12 hold the funds pending Final Approval of the Consent Decrees, as  
13 defined in the Consent Decrees. Upon Final Approval of the Consen  
14 Decrees, the funds will remain in the Registry for use by the  
15 Natural Resource Trustees (National Oceanic and Atmospheric  
16 Administration of the U.S. Department of Commerce, the U.S.  
17 Department of the Interior, the Washington Department of Ecology o  
18 behalf of the State of Washington, and the Tulalip Tribes of  
19 Washington) for assessing, restoring, rehabilitating, replacing or  
20 acquiring the equivalent of natural resources injured, destroyed,  
21 or lost as a result of releases of hazardous substances at or from  
22 the Site. This Order addresses handling and investment of those  
23 funds by the Registry of the Court.

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Order Directing the  
Deposit of Funds  
Into the Registry  
of the Court

U.S. Department of Justice  
c/o NOAA DARC - DOJ  
7600 Sand Point Way, NE  
Seattle, WA 98115  
(206) 526-6617

1 Pursuant to Rule 67 of the Federal Rules of Civil Procedure,  
2 28 U.S.C. § 2041, and Local Rule GR 6, and in accordance with the  
3 terms of the Consent Decree, it is hereby ORDERED that:

4 i. An account shall be established in the Registry of the  
5 United States District Court for the Western District of Washington  
6 for payments received in this and all related cases, and that  
7 account shall be titled the "Tulalip Landfill NRD Settlement  
8 Account."

9 ii. The Clerk of the Court shall administer all funds  
10 received and deposited to the account as follows:

11 a) Prior to notification by counsel for the United States  
12 of Final Approval of the Decree, the funds received shall be used  
13 to purchase seven-day government securities, at the highest  
14 prevailing interest rate available for such securities;

15 b) After notification by counsel for the United States of  
16 Final Approval of the Decree, the funds shall be used to purchase  
17 91-day government securities, at the highest prevailing interest  
18 rate available for such securities;

19 c) upon maturity of the securities referred to in  
20 subparagraph b), the Clerk shall consult with counsel for the  
21 United States regarding the purchase of additional short-term  
22 securities. Counsel for the United States shall consult with  
23 representatives of the Natural Resource Trustees and, depending  
24 upon the Natural Resource Trustees' anticipated funding needs,  
25 shall advise the Clerk regarding the desired reinvestment in

26  
27 Order Directing the  
28 Deposit of Funds  
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1 government securities. The Clerk may make any such allocations of  
2 funds as directed by counsel for the United States without further  
3 Order of the Court.

4 iii. All income earned as interest on funds so invested or  
5 deposited shall be credited to the Tulalip Landfill NRD Settlement  
6 Account.

7 iv. The Natural Resource Trustees may apply to the Court for  
8 an Order establishing an investment procedure or vehicle  
9 alternative to that identified in paragraph (ii) above that  
10 provides a comparable level of security and earnings potential,  
11 which application may be acted upon by the Court without notice to  
12 or consent by the Participating Parties.

13 v. The Clerk shall prepare quarterly reports on the status  
14 and activity of the Tulalip Landfill NRD Settlement Account showing  
15 payments received, disbursements made, income earned, maturity  
16 dates of securities held, and principal balance, and shall  
17 distribute the reports to the following to counsel for the United  
18 States, the State of Washington and the Tulalip Tribes of  
19 Washington at the following addresses:

20 Robert Taylor, Esq.  
21 National Oceanic and Atmospheric Administration  
22 Damage Assessment Center  
23 7600 Sand Point Way, NE  
24 Seattle, Washington 98115

23 Colleen Kelley, Esq.  
24 Office of the Regional Solicitor  
25 United States Department of the Interior  
26 500 NE Multnomah Street, Suite 607  
27 Portland, Oregon 97232

28 Order Directing the  
Deposit of Funds  
Into the Registry  
of the Court

U.S. Department of Justice  
c/o NOAA DARC - DOJ  
7600 Sand Point Way, NE  
Seattle, WA 98115  
(206) 526-6617

1 Mary McCrea, Esq.  
2 Assistant Attorney General  
3 Office of the Attorney General  
4 P.O. Box 40117  
5 Olympia, Washington 98504-0117

6 Keith Moxon, Esq.  
7 Buck & Gordon  
8 1011 Western Avenue, Suite 902  
9 Seattle, Washington 98104

10 vi. Funds in the Tulalip Landfill NRD Settlement Account  
11 shall remain in the Registry until further order of this Court.

12 vii. Applications for orders for disbursements from the  
13 Tulalip Landfill NRD Settlement Account shall be made by the United  
14 States on behalf of the Natural Resource Trustees, upon  
15 certification by each of the Natural Resource Trustees that their  
16 determination to make such disbursement was in compliance with the  
17 terms of the Decree, applicable law and such other decision making  
18 procedures as the Natural Resource Trustees may adopt. Such  
19 applications may be acted upon by the Court without notice to or  
20 consent by the Participating Parties.

21 viii. Funds deposited in the Registry Account to this Order are  
22 subject to the assessment of fees as authorized at 56 Federal  
23 Register 53656 (November 4, 1991). In cases where the U.S.  
24 Government is a party to the action, the fees so deducted from the  
25 Registry Account for this purpose may be restored to the Registry  
26 Account upon application filed with the Court by counsel for the  
27 United States. The Motion by the United States to enter the  
28 Consent Decree and this Order herein constitutes such an

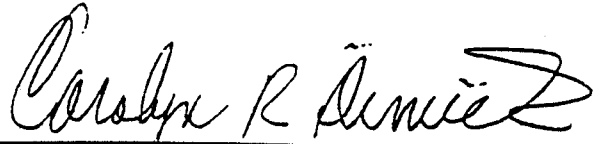
Order Directing the  
Deposit of Funds  
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U.S. Department of Justice  
c/o NOAA DARC - DOJ  
7600 Sand Point Way, NE  
Seattle, WA 98115  
(206) 526-6617

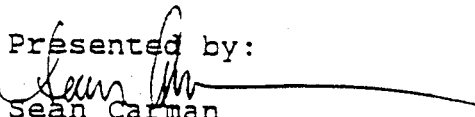
1 application and the Court hereby directs the Clerk to exempt the  
2 Tulalip Landfill NRD Settlement Account from the assessment of the  
3 fees described above.

4 ix. A certified copy of this Order shall be served upon the  
5 Clerk of this Court.

6  
7 Dated Aug - 15, 1997  
8

  
United States District Judge

9  
10 Presented by:

  
11 Sean Carman  
12 U.S. Department of Justice  
13 c/o NOAA DARC  
14 7600 Sand Point Way, NE  
15 Seattle, WA 98115  
16 (206) 526-6617  
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7600 Sand Point Way, NE  
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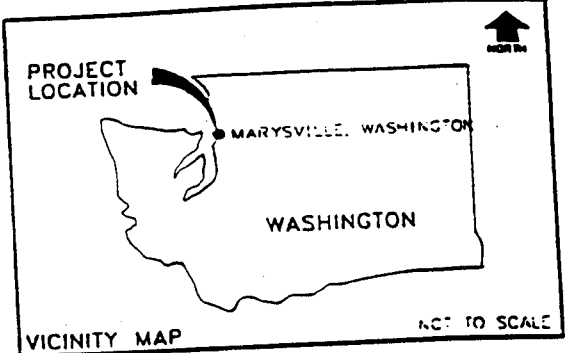
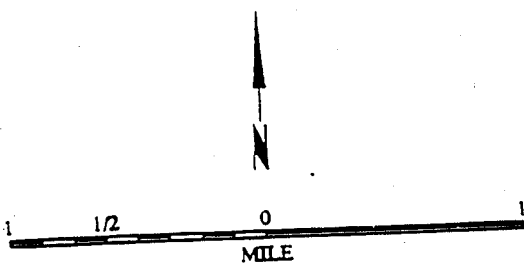
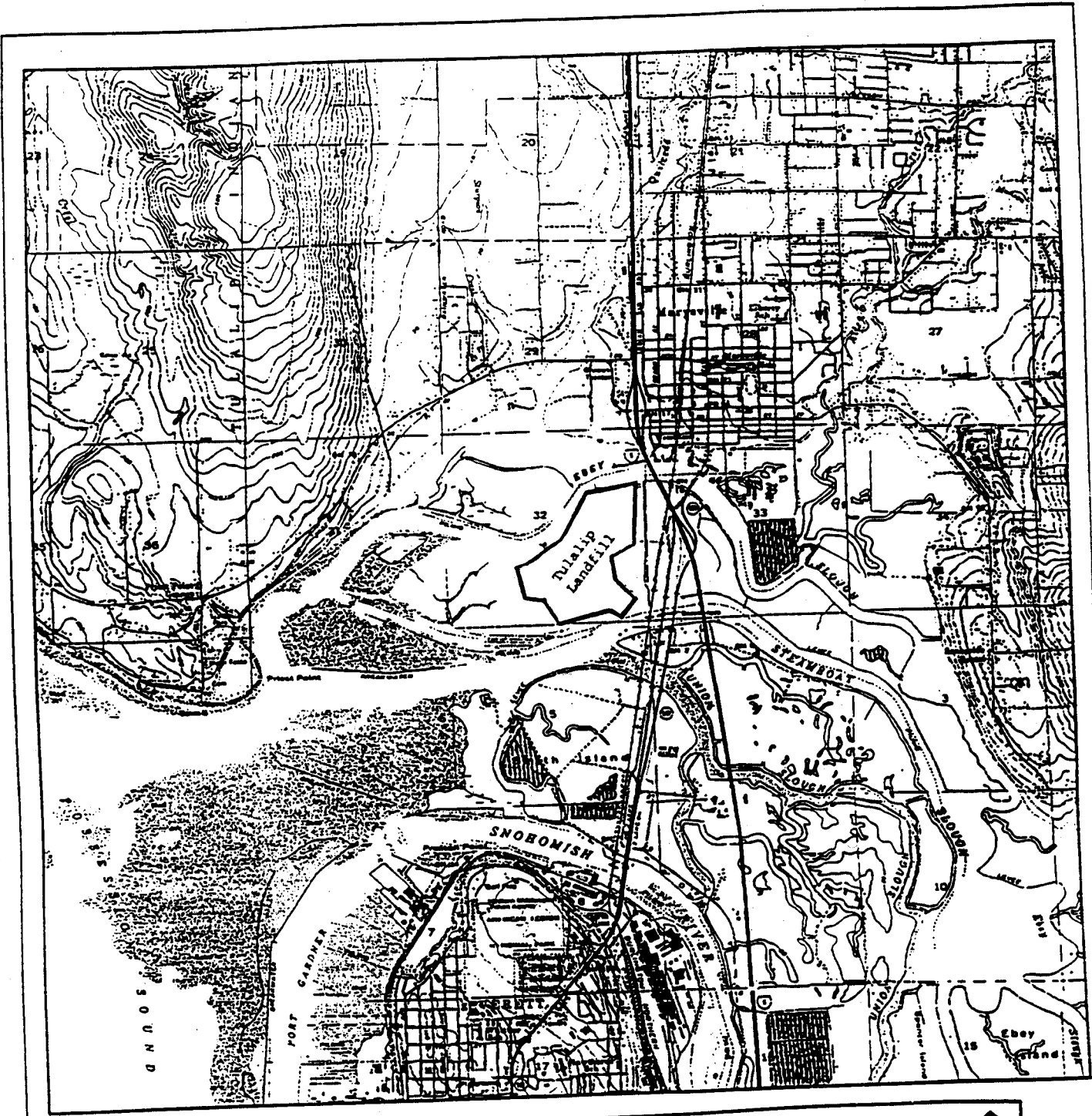
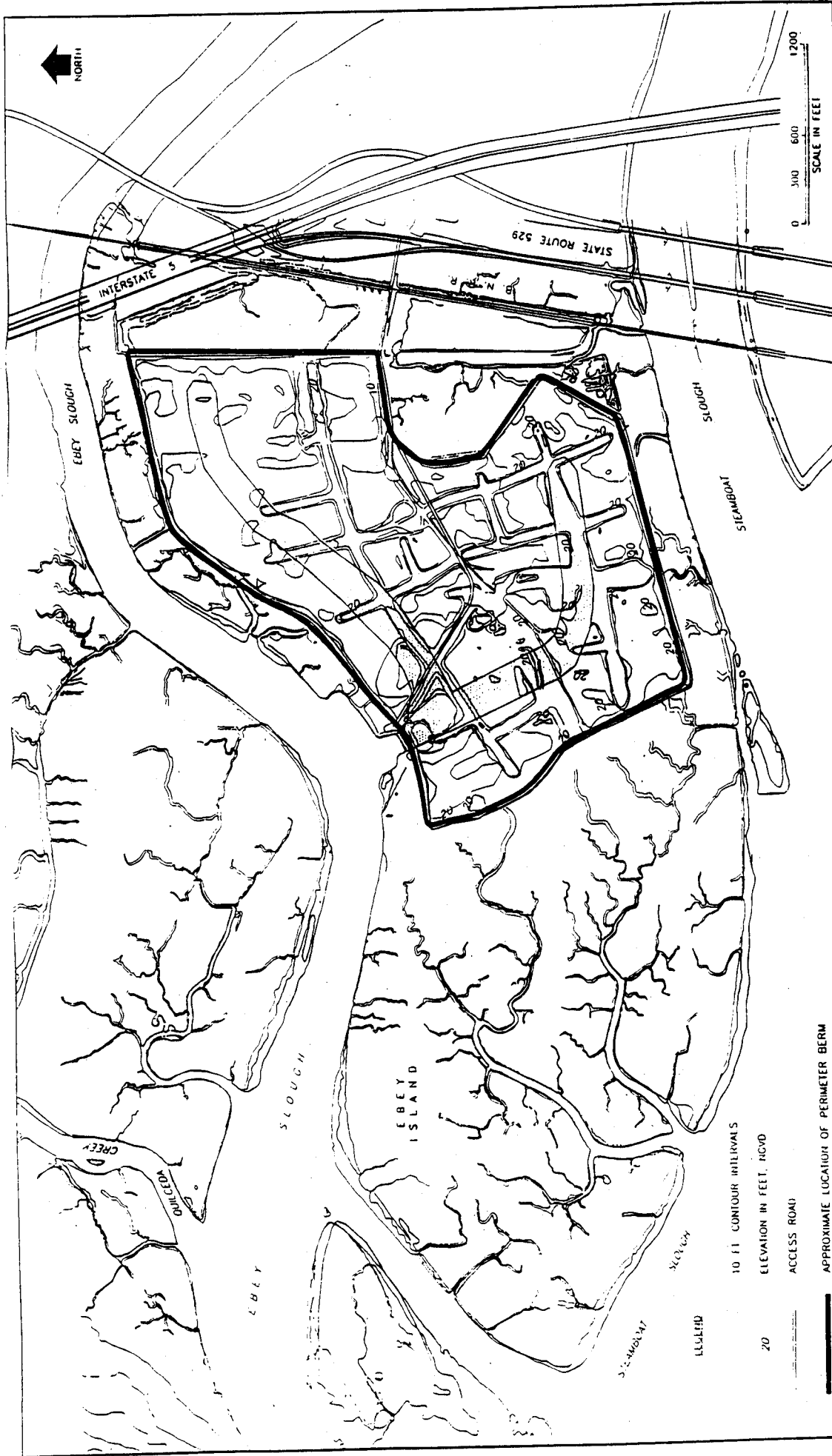


Figure 1-1 SITE LOCATION MAP



Site Plan

Tulip Landfill  
Marysville, Washington

Figure 1-2

SOURCE: U.S. ARMY CORP OF ENGINEERS, U.S. ENVIRONMENTAL PROTECTION AGENCY.  
DATE OF MAP PREPARATION NOVEMBER 1992.

## APPENDIX C

## LIST OF RELATED ENTITIES OF SDC DEFENDANTS

30th Street Associates  
Airport Way Associates  
Alaska Street Associates and Alaska Street Investors  
Apex Disposal Service, Lynnwood Disposal, and Apex Disposal Service/Lynnwood Disposal  
Banc Investment  
Banchemo Associates  
CMC Associates  
Cascade Compaction System, Inc.  
Castello Land Company, and Castello Land Company, Inc.  
Cedar Grove Composting, Inc.  
Center Disposal, Inc., Gregory Heights Garbage Co., Inc., Highline Disposal Company, Inc., Mid-Cities Disposal Co., Oien Disposal Company, and Southgate Disposal Co.  
City Sanitary Service Company, a corporation, and City Sanitary Service Company  
Coal Creek Development Corp.  
Compactors, Inc.  
Container Hauling Service  
Dawson Street Land Co., and Dawson Street Land Company  
Diamond Tank Transport, Diamond Tank Transportation, and Diamond Tank Transportation, Inc.  
Disposal Company, Seattle Disposal Company, Marine Disposal Company, J. Razore & J.S. Banchemo Disposal Company, and Puget Service Company  
Eastside Disposal, Eastside Disposal Service, Eastside Disposal and Recycling, and Eastside Industries  
Eastside Partners  
Emerald City Disposal Company  
Emerald Sanitary Service LLC  
Environmental Security Corp. and EPIC Environmental  
Enviro Pac  
Evergreen Transfer and Disposal Company  
First South Properties LLC  
Fleet Equipment, Inc.  
Forbes Landing, Forbes Landing Joint Venture, and Forbes Landing, Ltd.  
Fremont Land Company  
FRF Associates  
Hanford Street Associates, L.L.C.  
Hudson Street Associates



Ideal Paper Stocks Company, Ideal Paper Stock Corp., and Paper Stock Company  
Inter-City Airlines, Inc.  
JR Investments, Inc.  
J.R. Land Company and J.R. Leasing Company  
Lake Villa , Incorporated  
Kent Disposal, Kent-Meridian Disposal, and Kent Meridian Disposal Company  
La Supurba, Inc.  
MCW, L.P., and WCM  
MJS Associates, Inc.  
Meridian Valley Disposal, and Meridian Valley Disposal Company  
Northwest EnviroService, Inc., and Northwest Tank Service dba Western Tank  
Properties  
Northwest Marine Labor, Inc.  
Northwest Waste Industries, Inc. including Lynnwood Disposal and Emerald City  
Disposal  
Pan Pacific Trading Co., Inc.  
Paper Fibers Company, Paper Fibres Company, Paper Fibers Company aka Ideal  
Paper Stock Co., and Paper Fibres Company aka Ideal Paper Stock  
Company  
PetroRecycling Northwest, Inc.  
Queen City Farms, and Queen City Farms, Inc.  
Rabanco Companies, including  
Rabanco Intermodal, Rabanco Intermodal of Canada, Rabanco Intermodal  
Services, and Rabanco Intermodal/B.C., Inc.  
Rabanco, Ltd.  
Rabanco Recycling, Rabanco Recycling, Inc., Rabanco Recycling Products, and  
Rabanco Recycling Sales  
Rabanco Regional Landfill Company  
Rabanco Systems  
Rabanco Transfer and Hauling  
RAFI  
Razore Enterprises, Inc.  
Razore Land Company  
RBC Partners, and RBC (RC) Partnership  
R&B Associates  
R&C Refuse Company, Incorporated, and R&C Refuse Company dba Overlake  
Disposal  
Recycle Seattle, and Recycle Seattle II  
Regional Disposal Company  
Renosa Partners  
Riviera Land Company, and Riviera Land Company, Inc.  
Roosevelt Associates  
Roosevelt Ridge Inc.  
S & L Enterprises  
S & L, Inc.  
Sanitary Service Company, Inc.

Sea-Bay Transport, Sea Bay Transportation, and Sea Bay Transportation, Inc.  
Seattle Disposal Company, Inc.  
Sea Tac Disposal Company  
Shaw Disposal Company  
Sports Centers of Washington, Inc. dba Sea Tac Sports World, The Forum  
Sureway Medical Disposal, Inc.  
Sylvan Way Land Company, and Sylvan Way Land Company, Inc.  
Transwaste, Inc., and Trans Industries  
United Waste Control Corporation, U.S. Disposal, U.S. Disposal Company I, and  
U.S. Disposal Company II  
Universal Freight Forwarders, Ltd.  
WJR Environmental, Inc.  
Washington Excelsior, Inc.  
Waste Associates, Inc.  
West Pac Environmental, Inc.  
Western Blower Associates  
Western Peterbilt Truck Company, Inc., and Western Peterbilt, Inc.  
Western Tank Properties, and Western Tank Properties, Inc.  
Western Waste Corporation

CC TO JUDGE KN

Honorable Barbara Rothstein

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 WESTERN DISTRICT OF WASHINGTON  
 DEPUTY

UNITED STATES DISTRICT COURT  
 WESTERN DISTRICT OF WASHINGTON  
 AT SEATTLE

<p>UNITED STATES OF AMERICA, THE STATE OF WASHINGTON, AND THE TULALIP TRIBES OF WASHINGTON,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>SEATTLE DISPOSAL CO., a former partnership, John Banchemo, Sr., Joan Razore and their respective marital communities, and the Estate of Josie Razore,</p> <p style="text-align: center;">Defendants.</p>	}	<p>CIVIL ACTION NO. CV-02-1126-R</p> <p>SECOND ORDER ENTERING NATURAL RESOURCE DAMAGES CONSENT DECREE</p>
--	---	---

For good cause shown, the Natural Resource Damages Consent Decree between plaintiffs the United States of America, the State of Washington Department of Ecology and the Tulalip Tribes of Washington, as trustees for natural resources at the Tulalip Landfill Superfund Site, and

Order Entering  
Consent Decree for  
Natural Resource Damages

U.S. Dept. Justice  
7600 Sand Point Way, NE  
Seattle, WA 98115  
(206) 526-6617

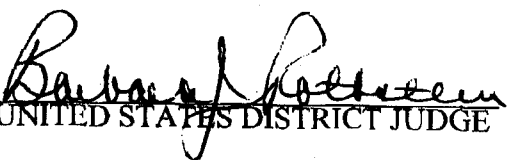
*Handwritten signature/initials on the left margin.*

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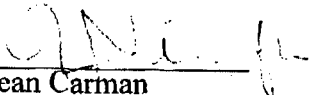
3

1 defendants Seattle Disposal Company, John Banchero, Sr., Joan Razore and the Estate of Josie  
2 Razore, is hereby entered as an order of this Court.

3  
4 So ORDERED this 23<sup>rd</sup> day of July, 2002

5  
6  
7   
8 UNITED STATES DISTRICT JUDGE

9 Presented by:

10  
11   
12 Sean Carman  
13 U.S. Department of Justice  
14 Environmental Enforcement Section  
15 c/o NOAA DARC  
16 7600 Sand Point Way, NE  
17 Seattle, WA 98115  
18 (206) 526-6617

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28  
Order Entering  
Consent Decree for  
Natural Resource Damages

U.S. Dept. Justice  
7600 Sand Point Way, NE  
Seattle, WA 98115  
(206) 526-6617