Honorable Barbara J. Rothstein

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WESTERN DISTRICT OF WASHINGTON
BY DEPUTY



UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT SEATTLE

10/20/48

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

Plaintiffs,

v.

ACE TANK CO., BILL PIERRE FORD CO., BROADMOOR GOLF CLUB, CROWLEY MARINE SERVICES CO., DELTA MARINE, INC., EVERGREEN-WASHELLI, INC., MEHRER DRYWALL, INC., MCFARLAND WRECKING CO., PEOPLE'S NATIONAL BANK, N.A., SATO CORP., SEAFOOD PROCESSING, INC., SEATTLE GOLF CLUB, SMITH & SON, INC.,

CIVIL ACTION NO. C98-300-R

ORDER GRANTING MOTION TO ENTER CONSENT DECREE

Defendants.

RELATED CASES: C98-152-D C97-1648-WD

This Court, having fully considered the Motion of the trustees for natural resources at the Tulalip Landfill Superfund Site to Enter the <u>De Minimis Natural Resources Consent Decree</u>, hereby APPROVES the settlement embodied in the Consent Decree, and ORDERS that it shall be entered by the Clerk of the Court this day of <u>Ottober</u>, 1998.

Barbara Pothstein UNITED STATES DISTRICT JUDGE

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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,

ν.

ACE TANK CO., BILL PIERRE FORD CO., BROADMOOR GOLF CLUB, CROWLEY MARINE SERVICES CO., DELTA MARINE, INC., EVERGREEN-WASHELLI, INC., MEHRER DRYWALL, INC., MCFARLAND WRECKING CO., PEOPLE'S NATIONAL BANK, N.A., SATO CORPORATION, SEAFOOD PROCESSING, INC., SEATTLE GOLF CLUB, SMITH & SON, INC.,

Defendants.

C98-03002

CIVIL ACTION NO.

RELATED CASE: NO. C97-152-D

#### DE MINIMIS CONSENT DECREE FOR NATURAL RESOURCE DAMAGES

This Consent Decree is made and entered into by the United States of America, the Washington Department of Ecology on behalf of the State of Washington, and the Tulalip Tribes of Washington, as their respective interests appear in the complaint, including as trustees for natural resources (collectively referred to as "Plaintiffs") and the above-named defendants (collectively referred to as "Participating Parties").

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Consent Decree

- 1 -

2

#### I. INTRODUCTION

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

2. The Plaintiffs allege that in 1964, The Tulalip Tribes, a Section 17 Corporation federal corporation chartered pursuant to Section 17 of the Indian Reorganization Act, as amended, 25 U.S.C. § 477, leased the Site to Seattle Disposal Company for a period of 10 years. From 1964 to 1979, Seattle Disposal Company, its general partners J. Razore, J. Banchero, and other partners, and Marine Disposal Company, operated the Site, then known as the "Big Flats Landfill," as a disposal site for commercial and industrial waste. The Plaintiffs allege that waste material collected in King County, Snohomish County, and communities in and around the Puget Sound region, including waste materials

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28 Consent Decree

- 2 **-**

containing hazardous substances generated or transported by the
Participating Parties, was delivered to the Site by a variety of
methods. Seattle Disposal Company and other parties, including
entities now operated by Washington Waste Hauling and Recycling,
Inc. and Waste Management Inc., transported waste material using
barges and other vessels directly from Seattle to the Site by way
of Puget Sound. Other parties, including Rubatino Refuse
Removal, Inc., directly delivered waste material to the Site. In
1979, the landfill was closed and capped pursuant to the Rivers
and Harbors Act of 1899, 33 U.S.C. §§ 403 and 407, and the
Federal Water Pollution Control Act, 33 U.S.C. §§ 1311, 1319,
1342, and 1344, pursuant to a consent decree entered in the
United States District Court for the Western District of
Washington on October 19, 1977, No. C77-721M. Additional capping
materials, including construction debris and earthen materials,
were placed on the source area by other parties after the 1979
consent decree closure, pursuant to the NPDES permit.

3. The Plaintiffs allege that hazardous substances within the definition of Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601(14), have been released into the environment from the Site as a result of Participating Parties' disposal activities. Hazardous substances have been found in soils in and around the Site, in sediments around the Site, in leachate emanating from the Site, and in ground water at the

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Consent Decree

**-** 3 **-**

(206) 526-6617

site. Hazardous substances of concern found in soils and sediments include benzo(a)anthracene, benzo(a)pyrene, benzo(b)flouranthene, benzo(k)flouranthene, bis(2-ethylhexyl)phthalate, chrysene, 1,4-dichlorobenzene, flouranthene, fluorine, naphthalene, N-nitroso-di-n-propylamine, polychlorinated biphenyls (PCBs), and pyrene. Metals were also found at the Site, including arsenic, lead, and chromium. Samples of leachate flowing from the Site have shown levels of arsenic, barium, cadmium, iron, zinc, manganese, toluene, ethylbenzene, PCBs, and acenaphthene.

- 4. The Plaintiffs allege that, as a result of these releases of hazardous substances, injuries to, destruction or losses of natural resources have occurred at the Site, and that such injuries, destruction or losses are compensable under Section 107(a)(4)(C) of CERCLA, 42 U.S.C. § 9607(a)(4)(C), and the Model Toxics Control Act ("MTCA"), Ch. 70.105D RCW.
- 5. Plaintiffs have filed, contemporaneously with the lodging of this Consent Decree, a civil complaint alleging that Participating Parties are liable under Section 107 of CERCLA, 42 U.S.C. § 9607, and Ch. 70.105D RCW, to the Plaintiffs for damages for the injury to, destruction of or loss of natural resources caused by the release of hazardous substances at or from the Site.
- 6. Information currently known to the Plaintiffs, including the United States Environmental Protection Agency

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28 Consent Decree

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("EPA"), indicates that the amount of nazardous substances contributed to the Site by each Participating Party is minimal when compared to the total amount of the hazardous substances at the Site, and that the toxic or other hazardous effects of the substances contributed by each Participating Party to the Site do not contribute disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site. This includes any materials contributed by a Participating Party that were placed on the source area after the 1979 consent decree closure of the Site. Attachment A to this Consent Decree lists the volume of hazardous substances contributed to the Site by each Participating Party, based on available information.

- 7. The Purposes of this Consent Decree are to resolve the liability of the Participating Parties for claims for Natural Resource Damages resulting from releases of hazardous substances at or from the Tulalip Landfill, and to resolve all counterclaims and cross-claims which may arise out of or relate to such claims, to protect the Participating Parties against claims for contribution regarding Covered Matters.
- 8. The parties recognize, and this Court finds, that the parties have negotiated this Consent Decree in good faith, and that implementation of this Consent Decree will avoid lengthy and protracted litigation, is fair, equitable, and in the public interest, and will expedite restoration of natural resources.

Consent Decree

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

PARTIES

II.

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#### Plaintiffs 6 Α.

"United States" means the United States of America. in 7

all its capacities, including inter alia all departments, administrations, natural resource trustees, and agencies of the

Federal Government.

- The "Tulalip Tribes of Washington" is a federally recognized Indian tribe organized under Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C. § 476, and is the successor in interest to the Snohomish, Snoqualmie, Skykomish and other tribes and bands party to the Treaty of Point Elliot.
- The "Department of Ecology" means the Washington Department of Ecology as designated state trustee pursuant to Section 107(f) of CERCLA, and 40 C.F.R. Part 300, Subpart G, and in its statutory role under MTCA, Ch. 70.105D, RCW.
- "The State of Washington" or "the State" means the State of Washington, including inter alia all departments, administrations, natural resource trustees and agencies thereof.

#### Participating Parties В.

"Participating Parties" means and includes each and 13. every person, company, corporation or other entity which is a

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28 Consent Decree

U.S. Department of Justice NOAA DARC/DOJ 7600 Sand Point Way, N.E. Seattle, WA 98115

- 6 -

(206) 526-6617

signatory-defendant to this Consent Decree by virtue of the signature of the party or his or her or its authorized agent on a signature page of this Consent Decree. III. JURISDICTION

This Court has jurisdiction over this Consent Decree under Sections 107(a) and 113(b) of CERCLA, 42 U.S.C. §§ 9607(a) & 9613(b), 28 U.S.C. §§ 1331 & 1345, and 28 U.S.C. Sec. 1367.

#### IV. DEFINITIONS

- whenever the following capitalized terms are used in this Consent Decree, they shall have the following meaning:
- "Final Approval" shall mean the earliest date on which all of the following have occurred: (1) the Court has approved and entered the Consent Decree as a judgment, without modifying the Consent Decree prior to or at the time of approval in a manner inconsistent with the parties' intentions; and (2) the time for appeal from that judgment has expired without the filing of an appeal, or the judgement has been upheld on appeal and either the time for further appeal has expired without the filing of a further appeal or no further appeal is allowed.
- "Natural Resources" include land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States

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28 Consent Decree

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

(including the resources of the exclusive economic zone), the State of Washington or the Tulalip Tribes of Washington.

- c. "Natural Resource Damages" means compensatory and remedial relief recoverable by the Federal, State and Tribal Trustees of Natural Resources on behalf of the public or tribal members for injury to, destruction of, or loss of use of any and all Natural Resources resulting from the release of hazardous substances, including (1) costs of damage assessment; (2) compensation for loss, injury, impairment, damage or destruction of Natural Resources, whether temporary or permanent, or for loss of use value, non-use value, passive value, option value, amenity value, bequest value, existence value, consumer surplus, economic rent, or any similar value of Natural Resources; (3) any diminution in value of Natural Resources pending restoration; and (4) costs of restoring, rehabilitating, replacing, or acquiring the equivalent of the Natural Resources.
- d. "Covered Matters" means any civil or administrative liability Participating Parties, individually or collectively, may have to the United States, the State of Washington the Tulalip Tribes of Washington, or any other individual or entity for any claim under 42 U.S.C. §§ 9607(a)(4)(c) & 9607(f), 33 U.S.C. § 1321, 33 U.S.C. § 2701, chapter 70.105D RCW, chapter 90.48 RCW, or any other federal, state, tribal or common law, for Natural Resource Damages

23 i

28 Consent Decree

U.S. Department of Justice NOAA DARC/DOJ 7600 Sand Point Way, N.E. Seattle, WA 98115 (206) 526-6617 resulting from releases of hazardous substances at or from the Tulalip Landfill.

#### PAYMENT AND RELATED MATTERS

Within 30 days of the entry of this Consent Decree, each Participating Party shall deliver a certified check payable to Clerk, United States District Court, Western District of Washington, in the amount corresponding to the de minimis tier to which it belongs as set forth in Attachment B hereto, to:

> Barbara Brouner Financial Litigation Unit Office of the United States Attorney 3600 SeaFirst Fifth Avenue Plaza 800 Fifth Avenue Seattle, WA 98104

Each certified check submitted by each Participating Party shall reference the "Tulalip Landfill de minimis NRD Settlement."

- 17. Each Participating Party shall provide written notification of the aforesaid delivery to the persons designated in Paragraph 30 immediately after it is made. Each Participating Party's obligation to make such delivery for subsequent deposit to the Registry is a contractual obligation to Plaintiffs effective as of the day of lodging of the Decree and is enforceable as a contract regardless of when the Decree is entered by the Court.
- The Office of the United States Attorney shall deposit the payments referred to in Paragraph 16 into the Registry of the

- 9 -

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

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28 | Consent Decree

Court in accordance with the accompanying Order Directing the Deposit of Funds into the Registry of the Court. (Attachment C).

- 19. All funds paid by Participating Parties shall remain in the Court Registry and shall not be returned to Participating Parties unless: (i) Final Approval of this Consent Decree does not occur; or (ii) the United States, the State of Washington or the Tulalip Tribes of Washington, either jointly or independently, withdraw their consent to the Decree in accordance with Paragraph 31. If this Consent Decree does not become final for either of the foregoing reasons, all sums paid into the Court Registry shall, immediately upon the date of maturity of any securities purchased with such funds by the Clerk of the Court, be returned pro rata to Participating Parties after deductions for any administrative costs for maintaining the account.
- The amount deposited into the Registry of the Court shall remain in the Registry of the Court as Natural Resource Damages pursuant to the Order Directing the Deposit of Funds into the Registry of the Court (Attachment C), which is hereby incorporated into this Decree. Natural Resource Damages in the Registry of the Court shall be used only for assessing, restoring, rehabilitating, replacing or acquiring the equivalent of injured natural resources as provided in 42 U.S.C. § 9607(f)(1). These funds shall be managed pursuant to the Order Directing Deposit of Funds into the Registry of the Court (Attachment C).

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28 Consent Decree

U.S. Department of Justice NOAA DARC/DOJ 7600 Sand Point Way, N.E. Seattle, WA 98115

1 payment required under this Consent Decree shall be liable, 2 3 4 5 6 7

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pursuant to the Federal Debt Collection Procedure Act, 28 U.S.C. § 3001 et seq. 8

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In consideration of the Participating Parties' timely 22. compliance with the terms of this Consent Decree, the United States, the State of Washington and the Tulalip Tribes of Washington covenant not to sue or take any other civil or administrative action, after entry of this Consent Decree, against any and all Participating Parties which are in compliance with the terms of this Consent Decree, for Covered Matters. This covenant not to sue is subject to the reservations in Section VIII of this Decree.

COVENANTS NOT TO SUE

Any Participating Party who fails to timely make any

commencing the day after payment is due, for interest on the

and, if incurred, the costs of enforcement and collection

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unpaid balance at the federal judgment interest rate computed in

accordance with 28 U.S.C. § 1961 as of the date payment is due,

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23. In consideration of the Plaintiffs' covenants not to sue in this Section VI of this Consent Decree, each Participating Party agrees not to assert any claim or cause of action against any of the Plaintiffs arising out of injuries to Natural Resources resulting from releases of hazardous substances at or

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28 | Consent Decree

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

- 11 -

from the Site, or to seek any costs, damages or attorneys' fees from any Plaintiff in connection with injuries to natural resources resulting from releases of hazardous substances at or from the Site.

#### VII. CONTRIBUTION PROTECTION

24. Subject to the Reservation of Rights in Section VIII of this Consent Decree, Plaintiffs agree that by entering into this Consent Decree, each Participating Party will have resolved its liability for Covered Matters, as described in Paragraphs 15(d) and 22 of this Consent Decree, pursuant to Sections 122(g)(5) and 113(f)(2) of CERCLA, 42 U.S.C. § 9622(g)(5) and 9613(f)(2), and Chapter 70.105D RCW, and shall be protected against claims for contribution regarding Covered Matters as provided in Sections 122(g)(5) and 113(f)(2) of CERCLA, 42 U.S.C. §§ 9622(g)(5) and 9613(f)(2), and Chapter 70.105D RCW.

#### VIII. RESERVATION OF RIGHTS

- 25. Nothing in this Consent Decree is intended to be nor shall it be construed as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, at law or in equity, which the Plaintiffs may have against any of the Participating Parties for:
- a. Any claims and liability as a result of failure to make the payments required by this Consent Decree;
- b. Any liability arising from the past, present, or future disposal, release, or threat of release of any hazardous

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U.S. Department of Justice NOAA DARC/DOJ 7600 Sand Point Way, N.E. Seattle, WA 98115

8 | Consent Decree

- 12 -

(206) 526-6617

substance, hazardous waste, or solid waste other than releases or threats of releases at or from the Site; or

- c. Any criminal liability.
- 26. As required by MTCA, RCW 70.105D.040(4)(c), nothing in this Consent Decree is intended to be nor shall it be construed as a release or covenant not to sue by the State of Washington for any claim or cause of action, administrative or judicial, civil or criminal, past or future, at law or in equity, which the State of Washington may have against any of the Participating Parties for factors not known at the time of entry of the decree that are discovered and present a previously unknown threat to human health or the environment. Factors known and threats known at the time of the entry of the consent decree include all facts, documents, evidence and data in the possession of EPA at the time of entry of the Consent Decree, including but not limited to all of the facts set forth in documents in EPA's administrative record for the Site, EPA's Risk Assessment for the Site and EPA's Proposed Plan for Interim Remedial Action for the Site.
- 27. Nothing in this Consent Decree constitutes a covenant not to sue or to take action or otherwise limit the ability of the Plaintiffs to seek or obtain further relief from any of the Participating Parties, and the covenant not to sue in Section VI of this Consent Decree is null and void, if information not known at the time of entry of the Consent Decree is discovered which indicates that any Participating Party contributed hazardous

- i3 -

28 Consent Decree

U.S. Department of Justice NOAA DARC/DOJ 7600 Sand Point Way, N.E. Seattle, WA 98115 (206) 526-6617 substances to the site in such greater amount or of such greater toxic or other hazardous effects that the Participating Party no longer qualifies as a <u>de minimis</u> party at the Site because the Participating Party contributed more than a minimal amount of the hazardous substances at the Site or contributed hazardous substances which contributed disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site.

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#### IX. DISCLAIMER OF LIABILITY

28. Neither entry of this Consent Decree nor any action in accordance with this Consent Decree shall constitute an admission of liability under any federal, state, tribal or local statute, regulation, ordinance, general maritime law or common law by any participating Party, its present or former officers, members, directors, trustees, shareholders, insurers, agents, representatives, employees, subsidiaries, successors, assigns or affiliates, for any fine, penalty, response costs, damages, or claims or any issues of fact or law for releases of hazardous substances at the Site.

29. The parties further agree that none of the provisions of this Consent Decree or evidence of negotiations shall be offered or received in evidence in this action or any other action or proceedings by any other party for any purpose, except

U.S. Department of Justice NOAA DARC/DOJ 7600 Sand Point Way, N.E. Seattle, WA 98115

28 Consent Decree

**- 14 - (206) 526-6617** 

1	for enforcement of this Consent Decree or except as specifically						
2	provided herein.						
3	I. NOTICES AND SUBMISSIONS						
4	30. Whenever, under the terms of this Consent Decree,						
5	written notice is required to be given or a report or other						
6	document is required to be sent by one party to the other, it						
7	shall be directed to individuals at the addresses specified						
8	below, unless those individuals or their successors give written						
9	notice of a change. All notices and submissions shall be						
10	considered effective upon receipt, unless otherwise provided.						
11	As to the United States:						
12	Chief Environmental Enforcement Section						
13	Environment and Natural Resources Division						
14	U.S. Department of Justice P.O. Box 7611						
15	Ben Franklin Station Washington, D.C. 20044						
16	As to the State of Washington:						
17	Fred Gardner Toxics Cleanup Program						
18	Toxics Cleanup Program State of Washington						
19	P.O. Box 47600 Olympia, Washington 98504-7600						
20	As to the Tulalip Tribes of Washington:						
21	Tom McKinsey Tulalip Tribes of Washington						
22	6326 33rd Ave., N.E.						
23	Marysville, Washington 98271						
24	XI. ENTRY OR DISAPPROVAL OF DECREE						
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26	U.S. Department of Justice						
27	NOAA DARC/DOJ 7600 Sand Point Way, N.E.						
28	Seattle, WA 98115  Consent Decree - 15 - (206) 526-6617						

- This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days and shall be made available for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), 28 C.F.R. § The United States and the 50.7, and RCW 70.105D.040(4)(a). Tulalip Tribes of Washington reserve the right to withdraw or withhold their consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that the Consent Decree is inappropriate, improper, or inadequate. State of Washington reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that demonstrate that the proposed settlement would not lead to a more expeditious restoration of natural resources. Each Participating Party consents to the entry of this Consent Decree without further notice.
- 32. After Final Approval of this Consent Decree, this
  Consent Decree shall be considered an enforceable judgement for
  purposes of post-judgement collection in accordance with Rule 69
  of the Federal Rules of Civil Procedure and other applicable
  federal statutory authority.
- 33. By its signature below, each Participating Party waives service of the summons and complaint in this action. Each Participating Party hereby waives the 60-day notice requirement applicable to the State of Washington and the Tulalip Tribes of Washington by virtue of Section 113(g)(1) of CERCLA, 42 U.S.C. §

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

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28 Consent Decree

- 16 -

9613(g)(1), and agrees that any failure by Plaintiffs to give the notice required by that section shall not constitute a deficiency in the Complaint or in this Consent Decree.

- matter of this Court retains jurisdiction over both the subject matter of this Consent Decree and Parties hereto for the duration of the performance of the terms and conditions of this Consent Decree solely for the purpose of enforcing those terms and conditions.
- Approval, this Consent Decree and all agreements contained herein shall become null and void and of no further force and effect, and shall not be used or referred to for any purpose whatsoever. In such event, this Consent Decree and all negotiations and proceedings relating thereto shall be deemed to be without prejudice to the rights of the parties, who shall be restored to their respective positions immediately prior to the lodging of this Consent Decree in Court, and shall retain all legal rights, remedies and defenses that otherwise would have existed.

#### XII. MISCELLANEOUS

36. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Participating Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, resjudicata, collateral esstoppel, issue preclusion, claim-

U.S. Department of Justice NOAA DARC/DOJ 7600 Sand Point Way, N.E. Seattle, WA 98115

28 | Consent Decree

- 17 -

7 - (206) 526-6617

splitting, or other defenses based upon any contention that the claims raised by the United State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this paragraph affects the enforceability of the covenants not to sue set forth in Section VI.

- No Participating Party shall reference or rely upon its payment under this Consent Decree in any application for dredged or fill material under Section 404 of the Federal Water Pollution Control Act, 33 U.S.C. § 1344, or in any proceeding arising out of the Participating Party's application, or failure to apply, for such a permit.
- This Consent Decree shall not affect any party's 38. rights against any person or entity not a party to this Consent Decree, except for the contribution protection provisions of Section VII and the provisions of Paragraph 44. No person or entity other than the parties hereto shall have the authority to seek to enforce the terms of this Consent Decree.
- This Consent Decree constitutes the entire agreement among the parties with regard to the subject matter hereof and can be modified or amended only with the express written consent of all the parties to this Consent Decree.
- The undersigned representatives of Plaintiffs, and the Participating Parties each certify that he or she is fully authorized to enter into the terms and conditions of this Consent

26 U.S. Department of Justice NOAA DARC/DOJ 7600 Sand Point Way, N.E. 27 Seattle, WA 98115

- 18 -(206) 526-6617

Consent Decree 28

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Decree and to execute and legally bind the party whom he or she represents to this Consent Decree. The Tulalip Tribes of Washington's joinder to this Decree is solely in its capacity as a trustee for natural resources and constitutes a limited waiver of the Tulalip Tribes of Washington's sovereign immunity for the sole and limited purpose of enforcing the terms of this Consent Decree; provided that, this Consent Decree shall not act as a general waiver of sovereign immunity nor shall it in any way impair treaty-reserved hunting and fishing rights.

- This Consent Decree may be executed in several counterparts and by facsimile and, as executed, shall constitute one agreement, binding on all parties hereto, even though all parties do not sign the original or the same counterpart.
- Except as otherwise provided herein each party to this Consent Decree shall bear his, her or its own costs, attorneys fees and disbursements.
- This Consent Decree shall apply to, be binding upon and inure to the benefit of the Participating Parties and their present and future directors, shareholders, officers, employees, agents, and persons acting in those capacities, and upon their successors and assigns.

so ordered this 6 DAY of Werel,

States District

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

28 | Consent Decree

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1	We hereby consent to th	e entry of the foregoing Consent
2	Decree:	
3	FOR THE UNITED STATES OF AME	RICA:
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5	11/5/67	2/14/1
6	Date	LOIS J. SCHIFFER Assistant Attorney General
7		Environment and Natural Resources Division
8		United States Department of Justice Washington, D.C. 20530
9		nabiling con, bross cocco
10		
11	11-20- 97 Date	SEAN CARMAN
12	Date	Trial Attorney Environmental Enforcement Section
13		United States Department of Justice NOAA DARC - DOJ
14		7600 Sand Point Way, N.E. Seattle, Washington 98115-0070
15		(206) 526-6617
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26		U.S. Department of Justice
27		NOAA DARC/DOJ 7600 Sand Point Way, N.E. Seattle. WA 98115
28	Consent Decree	- 20 - (206) 526-6617
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2	2 FOR THE STATE OF WASHINGTON:	
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5		
6		of Ecology
7	P.O.Box 47600 // Olympia, Washington	98504-7600
8	8 10/31/97 Mary McCrea 9 Date Mary McCrea	
9	9 Date / Mary McCrea Assistant Attorney Ge	eneral
10		
11	11 P.O.Box 40117	
12	Olympia, Washington	98504-0117
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FOR THE TULALIP TRIBES OF WASHINGTON:

Oct 24,97

Bv:

Stanley G. Jones, Sr.

Chairman

Board of Directors

- 1		$\bigcirc$ $\alpha$ $i$ $2$
1	1 /	L. Ollan Kell agrees
2	to be bound by the terms of this	Consent Decree
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4	$\Lambda$	
5	3-21 TI	Cla Tank + Equipment Co.
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26	5	U.S. Department of Justice
27	7	NOAA DARC/DOJ 7600 Sand Point Way, N.E.
28	Consent Decree -	Seattle, WA 98115 23 - (206) 526-6617

1	a contractor cease
2	By the signature on this page, Billheire fend America Cease to be bound by the terms of this Consent Decree
3	to be boding 2, one are
4	1000
5	16-11-97 Allen
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26	U.S. Department of Justice NOAA DARC/DOJ
27	7600 Sand Point Way, N.E. Seattle, WA 98115
28	Consent Decree - 23 - (206) 526-6617

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2	By the signature on this page to be bound by the terms of	e, Bearly	on Gon-Cub agrees
3	to be bound by the terms or	chile consent	
4			2
5	-/21/02		V K. HALL, MANAGER
6	Date		
7		Sieve	v K. HALL, MANAGER
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26			U.S. Department of Justice
27			NOAA DARC/DOJ 7600 Sand Point Way, N.E. Seattle, WA 98115
28	Consent Decree	- 23 -	(206) 526-6617

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1 2	By the signature on this page, (	Crowley Marine Services, Inc. e terms of this Consent Decree
3	3	
4	1 /	
5	Date	1 Smich
6		ASSISTANT SECRETARY
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26		U.S. Department of Justice
27		NOAA DARC/DOJ 7600 Sand Point Way, N.E. Seattle, WA 98115
28	Consent Decree -	25 - (206) 526-6617

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2	By the signature on this page, DECTA MARINE agrees to be bound by the terms of this Consent Decree
3	to be bound by the terms of this consent becree
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5	3/21/97 Jul Jul
6	Date /
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26	U.S. Department of Justice
27	NOAA DARC/DOJ 7600 Sand Point Way, N.E. Seattle, WA 93115
28	Consent Decree - 23 - (206) 526-6617

1	By the signature on this page, JOHN V. SATO agrees
2	By the signature on this page, DHNY. THO agrees to be bound by the terms of this Consent Decree
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5	MARCH 17, 1997
6	Date
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26	U.S. Department of Justice
27	NOAA DARC/DOJ 7600 Sand Point Way, N.E. Seattle, WA 98115
28	22 (206) 526-6617

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2	2 By the signature on this page, Euclidean to be bound by the terms of this Co	unen- Washell agrees
3	to be bound by the terms of this Co	onsent Decree
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6	$\begin{array}{c c} \hline 3/2//97 \\ \hline Date \end{array}$	- Latin
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9	9	ice President
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26	6	U.S. Department of Justice
27	7	NOAA DARC/DOJ 7600 Sand Point Way, N.E.
28	8 Consent Decree - 23	Seattle, WA 98115

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27					7600 Sand Point Way Seattle, WA 98115	, N.E.
28	Consent De	ecree		- 23 -	(206) 526-6617	

By the signature on this page, McFarland Wrecking to be bound by the terms of this Consent Decree \_\_\_\_ agrees McFARLAND WRECKING John McFarland, President U.S. Department of Justice NOAA DARC/DOJ 7600 Sand Point Way, N.E. Seattle, WA 98115

- 23 -

Consent Decree

(206) 526-6617

U.S. Bank of Washington, N.A.,

By the signature on this page, successor to Peoples National Bangrees
to be bound by the terms of this Consent Decree Kousles E Feety U.S. Department of Justice NOAA DARC/DOJ 7600 Sand Point Way, N.E. Seattle, WA 98115 (206) 526-6617 - 23 -Consent Decree

By the signature on this page, <u>seafood</u> 1/6 to be bound by the terms of this Consent Decree б U.S. Department of Justice NOAA DARC/DOJ 7600 Sand Point Way, N.E. Seattle, WA 98115 - 23 -(206) 526-6617

Consent Decree

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2	By the signature on this page, $\frac{\text{SEA}}{to be bound by the terms of this Control of the second $	TTLE G	OLF CLUB t Decree	agrees
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5	May 8, 1997	Zlade,	MESUR!	General Manager
6 7				Seattle Golf Club 210 NW 145th
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27	7		7600 Sand Poin Seattle, WA 9	t Way, N.E. 8115
28	8 Consent Decree - 23	-	(206) 526-6617	

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2	By the signature on this page,	Din	ith & Sou	agrees
3	to be bound by the terms of th	is Consen	t Decree	
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5	4/10/97	Done	Th & Son wait It For	
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27		22	7600 Sand Point Way Seattle, WA 98115	, N.E.
28	Consent Decree	- 23 -	(206) 526-6617	

TULALIP LANDFILL SUPERFUND SITE DE MINIMIS SETTLING PARTIES

Fig.   Counting SETTING PARTY   TOTAL   PAST   FERENCE   FERENCE   COSTS   C										
NOTE   LEVER UNDER TOTAL VALUER & THE MACKAT OF WASTE LATTERNAL WITH HAZARDORS RASE THACTS OF STRILLARD PARTY OF STRILLARD PA	벁		TOTAL VOLUME (Tons)	PERCENT SHARE**	EPA PAST COSTS (Dollers)	PRP HESPONSE COSTS (Dollers)	FUTURE RESPONSE COSTS (Dollers)	PREMIUM (Dollars)	CREDIT	TOTAL PAYMENT
SELLIKTOOMENIQUADAN   12200 65   110   10   10   10   10   10   10		NOTE: USTED UNDER TOTAL VOLUME IS THE AMON I ANDFILL SUPEHFUND STE LISTED UNDER TOTAL	NT OF WASTEMATERIA AYMENT IS THE TOTAL	L WITH HAZARDOUS SI AMOUNT EACH SETTL	UBSTANCES OF SIM	NILAR TOXICITY CONTRI AY IN ORDER TO SETTI	BUTED BY EACH SET	TUNG PARTY TO THE	TULALIP	(Dollars)
STATE   STAT	-	KENWORTH(PACCAR)	90 000	•						
MANTANI CONSTITUCTOR   1150 71   1		SELLENCONSTRUCTION	11 845 31	0 5911	8.011	10,788	83,859	0.28.08	,	
Charle   Color   Col		MANSON CONSTRUCTS ADMIN. (FEDERAL BUILDINGS)	11,502.74	0.3733	8,011	10,768	83,859	83.859	38,713	145,76
CAMPATINING ENHIERS  CAMPATINING CONTINUENCY PROTOCORY INTERNAL CONTINUENCY PROTOCORY INTERNAL CONTINUENCY CAMPATINING CONTI	-	GENERAL CONSTRUCTOR (5)	11,350 41	0.5485	6,011	10,768	83,859	63,859	<u> </u>	180,98
CAMPANNININITIES   FEET/ADJANATION   0.4525   0.015   0.0266   0.0266	-	KING COUNTY (VARIOUS ENTITIES)	10.171 74	0.4925	10.9	10,768	83,859	63,859	3.513	4.48
U.S. CANTAINTECCANAVI, M.C. CITATO RELIRGAMAN   0.1473   0.0171   0.0784   0.018   0.0784   0.018   0.0784   0.018   0.0784   0.018   0.0784   0.018   0.0784   0.018   0.0784   0.018   0.0784   0.018   0.0784   0.018   0.0784   0.018   0.0784   0.018   0.0784   0.018   0.0784   0.018   0.0784   0.018   0.0784   0.018   0.0784   0.018   0.0784   0.018   0.0784   0.018   0.0784	-	CHAMINON INTRINITIS REGISTICHAUPION BLOCKBOD	9,955 70	0.4820	9.011	10,768	63,859	83,859	3,513	90.081
SAMINT STINCE COMPANY, INC, COTY OF BELLING LIMIN   0 10454   0 11546   0	-	U.S. POST OFFICE	9,759 38	0 4725	6.011	10 768	63.659	83,859	0	164.48
15 Windly   15 W		SAMITARY SERVICE COMPANY, INC /CITY OF BELLINGHAM	8.405.45	0.4554	6,011	10,768	63,859	83,859	0	184,48
Control Holds   Control Hold		HS WAIGHT	9,803.84	0 4377	8.011	10.768	83,659	83,858	0 ;	184,49
MACHANICATION   1,000   1,00		U.S. U.DAST GUARID	6.949 07	0 4333	8.011	10,768	83,859	83,859	Clc'e	180.68
NWIGHAS   NATIONAL BANK   1440   0.404   0.104   0.744   14.55   14.55   0.404   0.104   0.744   0.404   0.104   0.744   0.404   0.104   0.744   0.104   0.744   0.104   0.104   0.744   0.104   0.1		KIRKLAND CITY OF 1-1	8,686 47	0.4208	10.0	10,768	83,859	83,859		184.49
SPECIAL REPORT LINES   1,000	_	NW GLASS	B.486 00	0.4109	10.0	10.768	83,859	83.828	. 0	# 701
SEATILE THE THE STEEL         1,400         0.374         360         0.000         0.418         9.8359         0           SEATILE THE THE STEEL         1,500         0.400         3,607         0.401         3,0315         0.0315         0           RIFF AND COME AND COLOR AND COLO	N	SWEDISHHOSPITALOCTORS HOSPITAL	8,438 76	0 4086	100	10,768	33,859	83.829	0	19.40
STATILE PRESTREENEY NAME   7,809 to 0, 3723   3,607   6,61   6,015   5,0315   0.0     AASKANCOPER REMON, INC.   7,801 61   0,325   3,607   6,61   0,0315   5,0315   0.0     AASKANCOPER REMON, INC.   7,801 61   0,325   0,325   0,3215   0,3315   0,3315   0,3315   0,3315     BURNINON TERMINES	~	BETHLEHEM STEEL	7,744 08	0 3749	3,607	6.481	83.859	83,859	0	164 48
HIGHINO PETICES PROMAL, INC.   7,351 587   3,667   6,461   50,315   50,31	~	SEATTLE FIRST NATIONAL BANK	00 689'7	0.3723	3,607	8.481	5.5.0	50.315	0	110,68
HIT ANSWORDS   A STATE	~	RUBATINO REFUSE RENOVAL, INC	99 6967	0.3575	3,607	6,461	50.315	50,315	0	110.66
BURT MOCKANIATY WERENS         672 FOR JOSON JABON J	~	ALASKAN COPPER & BFASS	10.100.7	0.3558	3,607	6.461	50.315	50.00	0	10.69
University   Uni	۰,	BUFF ALO SANITARY WIFERS	8 214 00	0.3030	3,607	6,461	50.315	50.313	104,520	B.178
CENTRAL SETTING         GRATION         CARRAN         3 607         6 461         50.315         0.00           CENTRALIST         56042         0.2844         0.2844         0.2841         36.07         6 461         50.315         0.03           FOSS LAINCH A LIDG COMPANY         56042         0.2713         5607         6 461         50.315         0.03           SEATILE DISTRICT COMPS OF ENGINEERS         5.60124         0.2713         5607         6 461         50.315         0.03           SEATILE DISTRICT COMPS OF ENGINEERS         5.60124         0.2760         0.2660         3.617         6 461         50.315         0.03           SEATILE DISTRICT COMPS OF ENGINEERS         5.60124         0.2760         0.2660         3.617         6 461         50.315         0.03           ACCIFT ON WELL         6.611         50.315         50.315         50.315         0.03         0.03           FROME PROFILE DISTRICTION         4.641         50.315         50.315         50.315         0.03         0.03           GROUP HALL III         4.641         5.0315         50.315         50.315         50.315         0.03           GROUP LAGE AND COMMISS I         4.687         0.234         1.607         6.461	<b>~</b> 1	BURLINGTON NORTHERN, INC	8 160 25	0 3008	3.607	8.461	50,315	50.315	0	110,698
COST LALING TREET FOLDAR STATE TO SERVIN THE FET FOLDAR STATE TO SERVIN THE SERVIN STATE TO SERVIN THE SERVIN STATE TO SER	N 6	CITY OF SEATURE	5.862.41	0.2983	3.607	6.461	50,315	50.315	0 0	110,699
SEATILE DISTRICT AND COMPANY         5 60 1 0 2 71 1         3 807 1         6 461 1         50 315 5	٠,	GENERAL TELEPHONE GTE	5 660 42	7887	3,607	6,461	50,315	50.315		110,693
SEATTLE DIMES         5 681 24         0 2712         3 601         6 461         50.315         5.513 <td><b>,</b> ,</td> <td>FOSS LATING THE COMPANY</td> <td>5.603.09</td> <td>0.2713</td> <td>3,607</td> <td>8.461</td> <td>50,315</td> <td>50,315</td> <td><b>-</b></td> <td>110,696</td>	<b>,</b> ,	FOSS LATING THE COMPANY	5.603.09	0.2713	3,607	8.461	50,315	50,315	<b>-</b>	110,696
JC PENNEYS         S 464 46         0 2660         3 607         6 461         50 315         5 0.315         3 5.33           JC PENNEYS         FACIFIC NW BELL         5,444 05         0 2649         3 607         6,461         50,315         50,315         3 0.315         3 5.33           PACIFIC NW BELL         5,028 1         0,2459         3,607         6,461         50,315         50,315         0           SEATURELIKENCER         4,868 73         0,2374         3,607         8,461         50,315         0           SEATURILIKENCER         4,868 73         0,2374         3,607         8,461         50,315         0           OLYMFIC HOTEL (FOUR ELGONES)         4,868 73         0,2374         3,607         8,461         50,315         0           NARS REST (CAPT TABLE POST INCELL (FOUR ELGONES)         4,810 A         0,2246         3,607         8,461         50,315         0           ALA HOSTIVAL         4,832 A         0,2246         3,807         8,461         50,315         50,315         0           SEALAND SERWICE, INC.         4,832 A         0,2246         3,807         8,461         50,315         50,315         0           SEALAND SERWICE, INC.         4,155 A         0,230	• •	SEATH FOR FIRST	5,601 24	0.2712	7000	6.461	50,315	50,315	3513	10,598
PACIFIC NW BELL         5.444 05         0.2641         5,015         50.315         50.015         0.016         5,015         50.015         0.016         0.015         0.016         0.015         0.016         0.015	~	JC PENNEY S	5,494 46	0 2660	1607	10.46	50,315	50,315	3,513	(0)
GFOUR HEALTH         5 02 81         0 2456         3,677         8,461         50,315         50	~	PACIFIC NW BELL	5,454 05	0 2641	3 607	104.0	5).315	50.315	0	10.50
SEATILE POST INTELLICENCER         4 903 48         0 2274         1 607         6 461         50,315         50           OCYMPIC MOSE MAD COMMISS   4802 13         4 868 73         0 2347         1 607         6 461         50,315         50,315         0           NARS REST (CAPT TABLE, PIER SA, AND COMMISS   4812 1         4 817 104         0 2262         3,607         6 461         50,315         50,315         0           VARSINIA MASON         4 824 25         0 2244         3,807         6 461         50,315         50,315         0           CALL & LANDAU CONSTRUCTION         4 827 14         0 2262         3,607         6 461         50,315         0           VA. MOSINAL         4 105 17A         4 461         50,315         50,315         0         0           SEALAND SERVICE, INC.         4,350 14         0 2718         3,607         6 461         50,315         50,315         0           SEALAND SERVICE, INC.         4,350 16         0 2708         3,607         6 461         50,315         50,315         0           FORD MOTOR COMPANY         4,155 58         0 2008         1,607         6 461         50,315         50,315         0           PROVIDENEE I LOSPITAL         4,155 58         0 2004 </td <td>~</td> <td>GROUP HEALTH</td> <td>5.072 81</td> <td>0 2456</td> <td>1,607</td> <td>8.461</td> <td>CIE. (C</td> <td>50,315</td> <td>0</td> <td>110.696</td>	~	GROUP HEALTH	5.072 81	0 2456	1,607	8.461	CIE. (C	50,315	0	110.696
OLYMFIC HOTE (FOUR SEASONS)         4 461         50,315	~	SEATTLE POST INTELLICENCER	4,903 48	0.2374	1,607	6.461	20.00	50,315	0	110,698
VARS REST (CAPT TABLE, PIER 54, AND COMMISS)         4 63 24 21         0 2340         3 607         6 461         56,315         50,315         0 0           GAL & LANDAU CONSTIUCTION         4 63 27         6 461         56,315         50,315         50,315         0 0           GAL & LANDAU CONSTIUCTION         4 63 27         6 461         56,315         50,315         0 0           VA. HOST ALL         4 LANDAU CONSTIUCTION         4 641         56,315         50,315         0 0           VA. HOST ALL         4 LANDAU CONSTIUCTION         4 641         56,315         50,315         0 0           VA. HOST ALL         4 LANDAU CONSTIUCTION         4 641         56,315         50,315         0 0           VA. HOST ALL         4 155 54         0 2014         3 607         6 481         56,315         50,315         0 0           NORDS FRANCE, INC.         4 155 54         0 2012         3 607         6 481         56,315         50,315         0 0           NORDS FRANCE, INC.         4 155 54         0 2012         3 607         6 481         56,315         50,315         0 0           PROVIDENCE, INC.         4 155 54         0 1895         1 803         3 230         2 5,158         0 0           PROV	~	OLYMPIC HOTEL (FOUR SEASONS)	4,868 73	0 2357	1,607	9.461	200	50,315	0	110,696
WIRSTAILA MASCIN         CARGA LANGE         1,867         6,461         50,315	~ .	IVAR'S REST. (CAPT. TABLE, PIER 54, AND COMMISS.)	4.842.21	0 2340	1,607	8,461	50.00	50,315	0	110.696
VALUATION CONSTITUCTION         4 520 L Mark         3 807         6 461         56,315         50,315         0           VALIDSTITUCTION         4,350 70         0 2108         3,807         6,461         56,315         50,315         0           SEALANDSTRUCE, INC.         4,350 70         0 2108         3,807         6,461         56,315         50,315         0           FORD MOTOR COMPANY         4,285 60         0 2078         3,607         6,461         56,315         50,315         0           NOPROSTROMS         4,185 60         0 2072         3,607         6,461         56,315         50,315         0           NOPROSTROMS         4,185 60         0 1996         1,803         3,230         24,185         50,315         0           PENSIVE EVEN UP ROTTULIGGIASER BEVERAGE         4,081 60         1,803         3,230         24,186         25,189         0           OWENS CORPUPATION         3,804 43         0 1897         1,803         3,230         24,186         0           OWENS CORPUPATION         3,804 43         0 1895         1,803         3,230         25,189         0           OWENS CORPUPATION         3,804 43         0 1895         1,803         3,230         25,189	ο (	VIRGINIA NASON	40.104	0 2262	3,607	6,461	20.00	515.05	0	110.698
VA HOSPITAL         VA HOSPITAL         4,500 To 2108         3,607 To 2108         6,461 S,015 S	N 6	GALL & LANDAU CONSTRUCTION	450.4	0.2244	3,807	1979	50.315	00.00	0	110,896
SCHAND SERVICE, INC.         4,296 63         4,296 63         4,296 63         4,296 63         4,297 63         4,397 641         5,315 50,315         5,313 50,315         5,315 50,315         5,315 50,315         5,315 50,315         5,315 50,315         5,315 50,315         0 </td <td>N 6</td> <td>V.A. HOSPITAL</td> <td>4.350 70</td> <td>02188</td> <td>1.807</td> <td>8,461</td> <td>50,315</td> <td>50.315</td> <td>0 :</td> <td>110,888</td>	N 6	V.A. HOSPITAL	4.350 70	02188	1.807	8,461	50,315	50.315	0 :	110,888
NONDESTIGNATION OF THE PRODUCT CONTINUENCY OF THE PROPERTY OF		CORD MOTOR COLLEGE	4.292.63	80000	200	6,481	50,315	50.315	<b>7</b> (7)	107,185
4.122 96 0 1996 (303 3,481 56,315 50,315 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	; m	NORDSTROMS	4,155 58	0 2012	2090	9.481	50,315	50,315		110,896
4 001 66 0 1967 1,803 3,230 25,158 0 3,530 25,158 0 1,693 55 0 1885 1,803 3,230 25,158 0 25,158 0 3,530 25,158	e	PROVIDENCE HOSPITAL	4.122.96	0 1896	1.803	0000	50,315	50,315	0	110 808
3,804 43 0 1892 1,803 3,230 24,158 0 3,830 0 1,803 55 0 1,803 3,230 25,158 0 0 1,803 3,230 25,158 0 1,803 3,230 25,158 0 1,803 3,230 25,158 0 1,803 3,803 1,		PEPSI/SEVEN UP ROTTLING/GLASER BEVERAGE	4.063 68	0 1867	1,803	3230	50 10 S	25,158	0	55.348
0 861 62 0.000 0.000 0.0000 0.00000 0.000000 0.000000		OWENS CORINING FIBERGLAS CORPORATION	3,808,43	0 1892	1,803	3.230	25.159	25,158	0	55,349
			CC FEB.	0 1885	1,803	3,230	25 158	BC1.C2	0	55,349

TUIALIP LANDFILL SUPERFUND SITE
DE MINIMIS SETTLING PARTIES

			DE MINIMIS S	DE MINIMIS SETTLING PARTIES	ES				26-Apr-96
=	TIER DE MINIMIS SETTLING PAHTY	TOTAL VOLUME (Tons)	PERCENT SHARE**	EPA PAST COSTS (Dollers)	PRP RESPONSE COSTS (Dollars)	FUTURE RESPONSE COSTS (Dollars)	PREMIUM (Dollars)	CREDIT (Dollars)	TOTAL PAYMENT (Dollars)
	NOTE: USTED UNDER TOTAL VOLUME IS THE AMOUNT OF WASTE MATERAL WITH INZARDOUS BUBSTANCES OF SIMILARTOXICITY CONTRIBUTED BY EACH SETTLING PARTY TO THE TULALIP LANDFILL SUPERFUND SITE. LISTED UNDER TOTAL PAYMENT IS THE TOTAL AMOUNT EACH SETTLING PARTY MUST PAY INORDER TO SETTLE LINDER THIS CANSEAR CONCED	MOUNT OF WASTEMATERA AL PAYMENT IS THE TOTAL	AMOUNT EACH SETTI	IUBSTANCES OF SIM	ALARTOXICITY CONTR	ABUTED BY EACH SET	TUNG PARTY TO 1HE	TULALIP	
6	WASHINGTON PLAZA (WESTIN)	3 804 40							
0	WEYERIALEUSER (4)	BE 787 B	7000	508	3,230	25, 158	25,154	0	45 240
	METRO (CARKEER, AUCI, ALKI, TUKWILLA, RICH BEACH)	3,811.53	0 1746	508,1	3,230	25,158	25,154	15,028	40.321
, ,	MODEL FORMING	3,359.23	0.1626	1,803	3.230	25,158	25,158	0	55,340
, 17	WASHINGTON STATE CEDDY/COL FAMAL DOGG	3,344 00	0.1819	1.803	3.230	25,150	25, 158	0	55,340
. 60	NORTH SHORF	3.086 93	0.1485	1,803	3,230	25.158	25, 136	0	55,349
e	FIRESTONE STORE	3,025 60	0 1485	1,803	3,230	25,158	25.52	9 0	55,349
3	SAFECOINSURANCE	2.874 78	0 1392	1.803	3,230	25,158	25.158	•	55.348
	PACIFIC IRON & METALS	2,174 99	0.1344	1,803	3,230	25,158	25,158	-	55,348
C	SEATTLE IRON & METALS	2 202 75	0.1265	1,803	3,230	25,158	25,158		35,140
e	CHILDREV'S ORTHOPEDIC HOSPITAL	2 102 20	9000	E08.1	3,230	25,158	25,158	0	0.00
₹	OFC (QUALITY FOOD CENTERS)	2 055 87	2010	508	3,230	25,158	25,15B	0	55 348
▼ .	PIKE PLACE MARKET AUTHORITY	1,980 12	0.0859	2 6	C 19.	12,579	12,578	0	27.075
•	SOUTH SEATTLE COMMUNITY COLLEGE	1,97174	0.0955	408 400	5.0.	12,579	12,578	0	27.675
•	OLYMPIC STAINED PRODUCT	1,891 38	0.0916	808	C. 2.	12,578	12,578	0	27,075
•	SKYWAY [UGGAGE	1,864 40	0 0803	905	219.1	12.5/8	12.578	0	27,075
•	THE LIP CORPORTORION	1,823 46	0 0863	803	5191	12.578	12.578	0	27.675
. 4	PACIFIC RELEGIMENT	1,749 33	0 0847	805	1,815	12.579	875.21	0	27,675
•	CONSOLIDATED FREIGHTWAY	1,726 44	0 0836	802	1,815	12.578	12.520	0 0	27,075
4	OBERIOSAUSAGE	1,653.21	0 0800	206	1,615	12.579	12.579	<b>-</b>	27.675
•	FENTRONINDUSTRIES	1.649.91	0 0799	805	1,615	12,579	12.579		27,075
•	STATE OF WASHINGTON (MILITARY DEPT.)	96 629	0 0789	805	1,615	12,579	12,579		27.075
•	PAYLESS DRUGS/PAY NSAVE	80 CR.	00772	B05	1,815	12,579	12.579		27.875
•	NW HOSPITAL	1 586 57	00768	805	1,615	12,579	12,578	0	27.875
•	SEATTLE UNIVERSITY	1,557 09	00754	708	1,615	12.578	12.579	0	27.675
•	AMERICAN PRESIDENT UNEJAMERICAN MAIL LINES	1,514 98	0.0733	808	C19.1	12,578	12.578	0	27,875
•	MEST WATERWAY THE COLLEGE DISTRICT	1,450 89	0000	805	519	B/C'71	12.578	0	27.875
•	HONEYWELL INC	1.372 18	0 0664	803	1,615	12.578	8/2/21	<b>Q</b> (	27,875
•	SEABOARD LIMBER	1,331 13	0 0659	905	1,615	2.579	12.870		27.815
•	AGDEN FARMS	1,325 13	0 0842	805	1,615	2.578	12.578	<b>5</b> C	27.875
•	LUCKY STORE	17 467 1	0.0622	805	1,615	2,579	12,578	. 0	27.875
•	HUPLEN CONSTRUCTION	1,283.43	0.0822	803	1,815	12,578	12,578	. 6	27.875
▼	MARKETIME DRUGS, INC.	1,234 87	0.0598	2 6	518.	2,579	12,578	0	27,675
•	JOHN FLUKE MANUFACTURING COMPANY	1,193 28	0.0578	206	C 810	2.578	12,578	0	27,875
•	SALMON IEHMINAL	1,191 64	0 0577	803	5.5	8/6/2	12.579	0	27,815
. 4	SCOURAL BURDED CORPORATION	1,117 48	0.0575	805	1.615	87.5.51 87.6.51	12.578	0 1	27,075
•	NC MACHINERY	1,105 23	0.0574	805	1,615	12.579	12.578	0 0	27,875
4	CALCAROLIS INC.	1,160 87	0.0572	803	1.815	12.579	12.570	•	C/9'/2
		EZ 221 1	0.0570	805	1,615	(2.578	12.539	<b>&gt;</b> 6	27.675
								•	6/9//2

TULALIP LANDFILL SUPERFUND SITE DE MINIMIS SETTLING PARTIES

NOTE: USIED UNDER TOTAL NOLUME'S THE AMOUNT OF I ANDEILL SJEEFUND SITE. LISTED UNDER TOTAL PIVE  4 ALBEHISONS TYOU CTNIFN 4 FETD BLEFT 5 SEATILE SELVCODICCEAN BEAUTY/WA FISH A OYSTER CO 5 RICHARDSON A HOLLAND 5 WASHINGTON WATURBAI GAS 5 FISHER FIOUN MILES 5 MATIONAL CANCOMPANY 5 SHOWEN CONSTRUCTION IN PUD 5 TEXACO, NC. 5 BANEF CONSTRUCTION IN PUD 6 TEXACO, NC. 5 GENERAL HOSPITAL 6 SHE FALL IOSPITAL 7 WALLO LUMBER 7 GENERAL HOSPITAL 7 WALLO LUMBER 8 GENERAL HOSPITAL 8 WELCO LUMBER 9 GENERAL HOSPITAL 9 WELCO LUMBER 1 HOLL AND SHOWEN 1 HOR SHOWEN 1 HOLL AND SHOWEN 1 HORAN SHOWEN 1 HOLL AND SHOWEN 1 WESTERN GEAN 1 WE WELL A COUNTRY CLUB 1 WESTERN GEAN 1 WE WELL AND SHOWEN 1 WE WELL AND SHOWEN 1 WE WELL A COUNTRY CLUB 1 WE WELL AND SHOWEN 1 WE WELL WE WELL SHILL WORTH 1 WORTH SEATILE GOLD STOWEN 1 WE SEATILE GOLD STOWEN 1 WE WELL WORTH SHILL WORTH 1 WE WELL WORTH 1								
ALBETTISON FRED METELS BISHER FLON WASHINGTO FISHER FLON MATIONAL O AMERICAN I GANCO, ING BAYLEY CO GONDON BIN GENERAL H WALL & CEIL WELCO LUM GENERAL H WELCO LUM GENERAL H HAIGHT PO INDICES AG INDI	TOTAL		EPA 200	РЯР	FUTURE			
ALBETTISON FRED METELS BISHER FLON WASHINGTO FISHER FLON MATIONAL O AMERICAN O AMERICAN O GONDON BIN BICHCO LIN GENERALH WALL & CEIL WELCO CLIM GENERALH WELCO CLIM GENERALH HAIGHT PO INDER FRA LIUCKS A A MA GENERALH NO HIT SEAT PHATES FLO FOR MATIS SEATILE CO WES INDUST FRO WENTERN GE E & E MEATS SEATILE EAGLE META WES FLOO E & E MEATS EAGLE META WES FLOO E SEATILE GON WW WES ISTEN GE WES INDUST EAGLE META WES FLOO E SEATILE GON WW WES ISTEN GE W	- X	DEDCENT	PASI	RESPONSE	RESPONSE	:		TOTAL
ALBETHSON FRED METER SEATH EE ES BRCHARDSON WASHINGTON FISHER FION NATIONAL O AMERICAN CON GONDON BIN GENETAL LA GENETAL LA GENETAL LA GENETAL LA MULLE AND HAGHI ROO HAGHI ROO HAGHI ROO HAGHI ROO HAGHI ROO HAGHI ROO HAGHI REAT NO HOME FI HECHETAN HAGHI REAT HECHETAN HAGHI ROO HAGHI REAT HECHETAN HEC	(Tons)	SHARE	(Dollars)	(Dollars)	(Dollars)	PREMIUM (Dollars)	CREDIT (Dollers)	PAYMENT (Dollars)
ALBETITSON FRED METES SEATITE SE BICHARDSON WASHINGTO FISHER FIOD NATIONAL O AMERICANG SNOHOWS SNOHOWS GONDON BIN GENERAL H WALL A CEIL GENERAL H WALL A CEIL WELCO LUM GENERAL H HAGHI I ROO HAGHI REAT HUCKS, OSC HICHES A AD NORTH SEAT POST INDUSTS K A N MEATS SEATILE CEI WALS FOOD MAIST TRAN ARTS FOOD E & E MEATS EAGLE META WEST FROM MAIST TRAN ARTS FOOD WEST FROM ARTS FOOD WEST FROM WEST FROM ARTS FOOD WEST FROM WEST FROM								(500.00)
200000000000000000000000000000000000000		WASTE MATERIAL WITH HAZARDOUR GUBSTANDES OF SIMILAR TOXICITY CONTRIBUTED BY EACH SETTLING PARTY TO THE TULALIP NT IS THE TOTAL AMOUNT EACH SETTLING PARTY MUST PAY IN DROER TO SETTLE UNDER THIS CONSENT ORNER	ABSTANCES OF SIM NO PARTY MUST PA	ILAR TOXICITY CONTR IY IN DRIDER TO SETTI	HBUTED BY EACH SET LE UNDER THIS CONS	TUNG PARTY TO THE	TULALIP	
	1.143 00	0 0533	903	-	42 670			
202222222222222222		0.0534	805	1,815	12.570	12,578	0 6	27.675
2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	1,088.22	0.0527	803	1.615	12,578	12,578		27.873
	10 BOJ.	68400		848	5,032	5,032	•	11,070
	82 689	0.0470	100	848	5,032	5,032	0	11,070
	682 64	0.0478	3 8	648	5,032	5,032	0	11,070
	633 64	0 0452	361	548	5,032	5,032	0	11.070
	850 82	0 0448	180	648	5,032	5,032	0 6	11,070
	813 78	0.0442	381	646	5.032	5.032		0,0,11
	08 089	0.0428	381	648	5.032	5.032	0 0	00.11
	848 90	0 0411	361	648	5,032	5,032		0.011
	897 68	0.0408	361	646	5,032	5.032		0.011
	623 82	0 0399	- E	646	5,032	5,032	0	0.011
	00.218	ESCOO .	- PE	646	5,032	5,032	0	11,070
	786 20	0.0388	<b>3</b>	646	5,032	5.032	0	11,070
	783 49	92800	- P	946	5.032	5.032	0	11,070
	787 26	0 0371	5	9 4	2,032	5,032	0	11,070
	751 85	0.0364	<b>7</b>	9,6	5,032	5.032	0	11,070
	714 62	0 0381	361	648	5,032	5,032	0 (	11,070
	741 30	0 0359	381	646	5032	3.032	0	11,0/0
	125.21	0.0351	- BE	646	5 032	5.032	9 6	11.0/0
	718 80	0 0347	361	648	5.032	5.032	<b>-</b>	0,0,1
	685 61	0 0332	361	648	5.032	5.032	0	0,011
	79.9/9	0 0328	381	646	5.032	5.032	0	11.070
	00 098	00330		648	5.032	5.032	0	11,070
	643.88	00320	- P. S.	649	5.032	5.032	0	11.070
	643 75	0 0312	Ş <b>Ş</b>	9 9	5,032	5.032	0	11,070
	615 91	0 0308	3 8	040	5.032	5.032	0	11,070
	612 09	0 0286	R	648	3,032	5,032	0	010'11
	601 80	0.0291	38.	848	5,032	2,032	0	010,11
5 MAIST TRANSFER 5 F. A. F. MENST TRANSFER 5 E. A. F. MEALS 5 E. A. F. MEALS 5 E. A. F. MEALS 5 WESTERN GEAR 5 WESTERN GEAR 5 WESTERN GEAR 5 SEATLE GOLF A. COUNINY CLUB 5 WWW WELLS MILL WORTH	565 58	0.0274	38	979	200 A	200'6	0 1	0,0,11
5 E & E MESISCOMPANY 5 E MESISENGEAR 5 WEST COAST CONSTRUCTION 5 SEATILE GOLF & COUNIRY CLUB 5 WW WELLS MILL WORK	564.53	0 0273	8	949	5,032	200's		0.011
S EAGLE MEALS S WESTERN GEAR S WEST COAST CONSTRUCTION S SEATILE GOLF & COUNINY CLUB S WW WELLS MILL WORK	550 86	0.0287	361	948	5.032	5032		0.0.1
S WESTERN GEAR S WEST COAST CONSTRUCTION S SEATILE GOLF & COUNIRY CLUB S WWW WELLS MILL WORK	548 88	0.0268	36	648	5.032	5.032		90.1
S WEST COAST CONSTRUCTION S SEATILE GOLF & COUNTRY CLUB S WW WELLS MILLWORK	543 17	0 0283	361	848	5.032	5,032		
5 SEATILE GOLF & COUNTRY CLUB 5 WW WELLS MILLWORK	40 000 40 000	0 0261	. Se	646	5,032	5.032	. 0	01011
5 WW WELLS MILLWORK	72 00%	0 0 0 0	<b>7</b>	648	5,032	5.032	0	11,070
-	61 81 5	90000	<b>5</b> 8	648	5.032	5,032	0	11,070
	3	25.30	ם ב	546	5.032	5.032	0	070,11

TULALIP LANDFILL SUPERFUND SITE DE MINIMIS BETTLING PARTIES

TOTAL   PAST				DE MINIMISSI	DE MINIMIS BETTLING PARTIES	8				28-Apr-98
DEMINING SETTING PATTY   COLUME   PRECENT   COSTS			TOTAL		EPA	PRP	FUTURE			
CRELIE DINCEL LOSID DINCER TOUR, VOLUME B TRE AMOUNT OF WORTER, WITH PACKFIDONE BLASS LANCES OF SHALLAN DOCKTIT CONTINGENTED BY GLOS SETTLAND PARTY TO THE TULLAR PACKFILL SHEPED UNGERT TOTAL WOUNTED ALL MOUNT EACH SETTLAND PARTY LOST TO THE TULLAR PACKFILL SHEPED UNGERT TOTAL WOUNTED ALL MOUNT EACH SETTLAND PARTY LOST TO THE TULLAR PACKFILL SHEPED UNGERT TOTAL WOUNTED ALL MOUNT EACH SETTLAND PARTY LOST TO THE TULLAR PACKFILL SHEPED UNGERT TOTAL WOUNTED ALL MOUNT EACH SETTLAND PACKFILL SHEPED UNGERT TOTAL WOUNTED ALL MOUNT EACH SETTLAND PACKFILL SHEPED UNGERT TOTAL WOUNTED ALL MOUNT EACH SETTLAND PACKFILL SHEPED UNGERT TOTAL WOUNTED ALL MOUNT EACH SETTLAND PACKFILL SHEPED UNGERT TOTAL WOUNTED ALL MOUNT EACH SETTLAND PACKFILL SHEPED UNGERT TOTAL WOUNTED ALL MOUNT EACH SETTLAND PACKFILL SHEPED UNGER TO TOTAL SHEPED UNGER TO THE SHEPED	TIER	DE MINIMIS SETTLING PARTY	VOLUME (Tons)	PERCENT SHARE**	COSTS (Dollars)	COSTS (Dollars)	COSTS (Dollars)	PREMIUM (Dollars)	CREDIT (Dollars)	IOIAL PAYMENT (Dollars)
STATE INTERPRETATION         CONTRACTOR         STATE OF CONTRACTOR         CONTRACTOR         STATE OF CONTRACTOR         CONTRAC		NOIE: USTED UNDER TOTAL VOLUME'S THE A	AOUNT OF WASTE MATERIA AL PAYMENT IS THE TOTAL	A. WITH HAZARDOUS BI AMOUNT EACH SETT.	UBSTANCES OF SIMI	LAR TOXICTIY CONTRY IN ORDER TO SETT	WEUTED BY EACH SET	FILING PARTY TO THE SENT ORDER.	TULALIP	
National Control Con	ın ·	KELLFR SUPPLY	514 10	0 0248	361	646	5 032	\$ 010	•	
MACHINAMICAN   Machina	10 (	STAIL MACHINERY COMPANY	495 22	0 0240	381	848	5.032	5.032	<b>&gt;</b> C	11.0/0
Decided Control Cont	n v	ACE GALVANIZING	49124	0 0238	381	646	5.032	5.032	. 0	11.070
OHENTIONALING         CHECK IN COMPANY         CHECK IN COMPANY <td></td> <td>RAYI FSS JINDERY</td> <td>489 55</td> <td>0 0237</td> <td>381</td> <td>646</td> <td>5.032</td> <td>5,032</td> <td>0</td> <td>11,070</td>		RAYI FSS JINDERY	489 55	0 0237	381	646	5.032	5,032	0	11,070
MACHINATIONAL PARK   MACHINATION   MACHINA	· 10	CHEMITHON CORPORATION	471.00	0.0231	<b>E S</b>	648	5.032	5.032	0	11,010
MACHINALIMY COXYCL FULLY   MACHINALIMY COXYCL	50	DAVID A MOWAT COMPANY	463 09	0.0224	38.	648	5,032	5,032	0 6	010,11
PROMINGAIGORY CALL   445 22 0 0221	·s	LAKE UNION DRY DOCK	481 15	0 0223	381	648	5.032	5.035	, c	0,0,1
MATCH CANCARE OFFICE SUPPLY   448   20	<b>.</b>	BROADMOOR GOLF CLUB	457.23	0 0221	381	648	5,032	5.032	• •	0.031
Fig. 10   Fig.	n 16	BOISE CASCADE OFFICE SUPPLY	446.32	0.0210	381	846	5,032	5,032	0	0.011
MANDENTIAL TRANSFERT         CALLES AND	n 16	MEL'EU BED DOT	41187	0.0214	-BK	946	5,032	5.032	0	11,070
472 02         0.0203         3.61         646         5.022         5.022         0           419 82         0.0203         3.61         646         5.022         5.022         0           414 89         0.0203         3.81         646         5.022         5.022         0           44 89         0.0187         3.81         646         5.022         5.022         0           395 37         0.0187         3.81         646         5.022         5.022         0           315 34         0.0187         3.81         646         5.022         5.022         0           310 03         0.0187         3.61         646         5.022         5.022         0           310 04         0.0173         3.61         646         5.022         5.022         0           310 04         0.0174         3.61         646         5.022         5.022         0           310 04         0.0173         3.61         646         5.022         5.022         0           310 04         0.0174         3.61         646         5.022         5.022         0           310 04         0.0184         3.61         646         5.022 <td>חול</td> <td>INDUSTRIAL TRANSFER</td> <td>441 84</td> <td>0.0214</td> <td>18. S</td> <td>648</td> <td>5.032</td> <td>5,032</td> <td>0</td> <td>11,010</td>	חול	INDUSTRIAL TRANSFER	441 84	0.0214	18. S	648	5.032	5,032	0	11,010
419 SZ         0 0201         341         644         5,032         5,002         0           446 68         0 0201         341         644         5,032         5,032         0           446 68         0 0201         341         644         5,032         5,032         0           31 67         0 0187         341         644         5,032         5,032         0           31 3 5         0 0187         341         644         5,032         5,032         0           31 3 5         0 0187         341         644         5,032         5,032         0           31 3 5         0 0184         341         646         5,032         5,032         0           31 4 5         0 0184         341         646         5,032         5,032         0           34 6 7         0 0173         341         646         5,032         5,032         0           34 6 7         0 0173         341         646         5,032         5,032         0           34 6 7         0 0184         341         646         5,032         5,032         0           34 6 7         0 0184         341         646         5,032         <	ı vo	HATIDWOOD'S, INC.	02.00	90200	361	946	5.032	5.032	0	010,11
44 68         0 0201         39 1         646         5.022         5.022           31 87         0 0187         381         648         5.032         5.032         0.022           31 87         0 0187         381         648         5.032         5.032         0.022           31 56         0 0187         381         648         5.032         5.032         0.022           31 50         0 0174         381         648         5.032         5.032         0.022           31 50         0 0174         381         648         5.032         5.032         0.022           31 61         646         5.032         5.032         5.032         0.022         0.022           31 81         0 0173         361         646         5.032         5.032         0.022           31 82         0 0164         381         646         5.032         5.032         0.022           31 82         0 0164         381         646         5.032         5.032         0.022           31 82         0 0164         381         646         5.032         5.032         0.022           31 82         0 0164         381         646         5.032 <td>ĸ</td> <td>PAMPCO CONSTRUCTION</td> <td>419 52</td> <td>0 0203</td> <td>F F</td> <td>846</td> <td>5,032</td> <td>5,032</td> <td>0 0</td> <td>0/0'11</td>	ĸ	PAMPCO CONSTRUCTION	419 52	0 0203	F F	846	5,032	5,032	0 0	0/0'11
391 67         00187         381         846         5 022         5 032         6 032         5 032         9	6	NEW RICHMOND LAUNDRY	414 89	0 0201	38	646	5.032	5032	<b>-</b>	0/0'1
318 87         0 0180         381         648         5 022         5 022         6 02         6 02         5 022         6 02	וחו	AMERICAN BUILDING MANTENANCE (ABM)	409 68	0 0 0 97	381	848	5.032	5.032		0,0,11
313 54         0.0187         361         649         5.032         5.032         0           313 56         0.0174         361         646         5.032         5.032         0           310 01         0.0174         361         646         5.032         5.032         0           310 11         0.0173         361         646         5.032         5.032         0           318 16         0.0173         361         646         5.032         5.032         0           318 16         0.0173         361         646         5.032         5.032         0           318 29         0.0184         361         646         5.032         5.032         0           318 29         0.0184         361         646         5.032         5.032         0           318 29         0.0184         361         646         5.032         5.032         0           318 62         0.0180         361         646         5.032         5.032         0           318 62         0.0180         361         646         5.032         5.032         0           319 36         0.0180         361         646         5.032	n 4	AUTO WARE HOUSING	391 67	0 0 1 80	381	648	5.032	5,032	0	11,020
1.1 39         0 1014         3 81         646         5 032         5 032         0 0           3.10 0.3         0 1174         3 81         646         5 032         5 032         0 0           3.8 16         0 0 173         3 61         646         5 032         5 032         0 0           3.8 17         0 0 173         3 61         646         5 032         5 032         0 0           3.4 67         0 0 168         3 61         646         5 032         5 032         0 0           3.4 67         0 0 168         3 61         646         5 032         5 032         0 0           3.4 67         0 0 168         3 61         646         5 032         5 032         0 0           3.13 69         0 0 161         3 61         646         5 032         5 032         0 0           3.13 69         0 0 161         3 61         646         5 032         5 032         0 0           3.13 69         0 0 161         3 61         646         5 032         5 032         0 0           3.13 69         0 0 161         3 61         646         5 032         5 032         0 0           3.10 8         0 0 162         3 61	n w	HEBBITIMBED INC	365.37	00187	361	648	5,032	5,032	0	11,020
350 11         0.0173         361         646         5.032         5.032         0           356 11         0.0174         361         646         5.032         5.032         0           356 12         0.0173         361         646         5.032         5.032         0           34 23         0.0173         361         646         5.032         5.032         0           34 23         0.0184         361         646         5.032         5.032         0           33 69         0.0184         361         646         5.032         5.032         0           33 09         0.0181         361         646         5.032         5.032         0           33 09         0.0181         361         646         5.032         5.032         0           31 08         0.0180         361         646         5.032         5.032         0           31 08         0.0160         361         646         5.032         5.032         0           31 08         0.0167         361         646         5.032         5.032         0           31 08         0.0147         361         646         5.032         5.032	מוי	DEENY CONSTRUCTION	86.575	19100	E 2	646	5.032	5,032	0	010,11
358 16         00173         361         646         5032         5032         0           348 67         00173         361         646         5032         5032         0           344 67         00183         361         646         5032         5032         0           344 67         00184         361         646         5032         5032         0           330 68         00184         361         646         5032         5032         0           330 69         00181         361         646         5032         5032         0           310 04         0181         361         646         5032         5032         0           310 08         0160         361         646         5032         5032         0           310 08         0160         361         646         5032         5032         0           310 30         0165         361         646         5032         5032         0           310 37         0166         361         646         5032         5032         0           310 39         0147         361         646         5032         5032         0 <td>'n</td> <td>IMPRESSIONS NW</td> <td>360 11</td> <td>0.000</td> <td>- F</td> <td>646</td> <td>5.032</td> <td>5,032</td> <td>0</td> <td>010,11</td>	'n	IMPRESSIONS NW	360 11	0.000	- F	646	5.032	5,032	0	010,11
356 87         0173         361         646         5032         5032         6032           347 67         0168         361         646         5032         5032         6032           344 57         0 0168         361         646         5032         5032         6           344 57         0 0164         361         646         5 032         5 032         6           313 08         0 0161         361         646         5 032         5 032         6           313 08         0 0161         361         646         5 032         5 032         0           310 08         0 0169         361         646         5 032         5 032         0           310 08         0 0169         361         646         5 032         5 032         0           310 30         0 0155         361         646         5 032         5 032         0           310 30         0 0154         361         646         5 032         5 032         0           310 30         0 0154         361         646         5 032         5 032         0           202 80         0 0147         361         646         5 032	'n	CHEE CONSTRUCTION	358 18	0 0173	36.	646	500.6 SF0.6	5,032	0 0	010,11
3.47 67         0.0168         361         646         5.032         5.032         0.02           3.44 23         0.0187         361         646         5.032         5.032         0           3.33 08         0.0184         361         646         5.032         5.032         0           3.33 08         0.0161         361         646         5.032         5.032         0           3.13 08         0.0160         361         646         5.032         5.032         0           3.13 08         0.0160         361         646         5.032         5.032         0           3.10 08         0.0160         361         646         5.032         5.032         0           3.10 30         0.0153         361         646         5.032         5.032         0           3.10 30         0.0154         361         646         5.032         5.032         0           3.11 08         0.0154         361         646         5.032         5.032         0           3.11 08         0.0147         361         646         5.032         5.032         0           2.02 0         0.0149         361         646         5.032	so i	ELISTROM MANUFACTURING	356 87	0 0173	361	646	5,032	5.032		000.11
3.44 23         0.0187         361         646         5.032         5.032         0           3.18 29         0.0184         361         646         5.032         5.032         0           3.13 08         0.0181         361         646         5.032         5.032         0           3.11 08         0.0180         361         646         5.032         5.032         0           3.11 08         0.0160         361         646         5.032         5.032         0           3.10 36         0.0165         361         646         5.032         5.032         0           3.16 37         0.0154         361         646         5.032         5.032         0           3.16 36         0.0154         361         646         5.032         5.032         0           3.17 09         0.0147         361         646         5.032         5.032         0           2.02 2         0.0449         361         646         5.032         5.032         0           2.03 2         0.0449         361         646         5.032         5.032         0           2.04 2         0.0440         361         646         5.032	ın ı	117'S DOORS SALES	347 67	0 0168	361	646	5.032	5.032		00,11
136 29         0 0 164         361         646         5 032         5 032         0 0           332 04         0 0 161         361         646         5 032         5 032         0           332 01         0 0 161         361         646         5 032         5 032         0           314 08         0 0 160         361         646         5 032         5 032         0           316 37         0 0 163         361         646         5 032         5 032         0           316 37         0 0 154         361         646         5 032         5 032         0           316 37         0 0 154         361         646         5 032         5 032         0           317 09         0 0 154         361         646         5 032         5 032         0           317 09         0 0 147         361         646         5 032         5 032         0           277 20         0 0 147         361         646         5 032         5 032         0           279 26         0 0 134         361         646         5 032         5 032         0           269 44         0 0 134         361         646         5 032	n w	W.G. CLARK CONSTRUCTION COMPANY OF SOME MARKET FOODS	344 23	0 0 187	381	646	5 0 3 2	5.032	0	11.070
317 01         0181         361         646         5,032         5,032         0           317 08         0160         361         646         5,032         5,032         0           317 08         0160         361         646         5,032         5,032         0           319 36         0160         361         646         5,032         5,032         0           316 37         0165         361         646         5,032         5,032         0           316 37         0164         361         646         5,032         5,032         0           317 08         0167         361         646         5,032         5,032         0           317 09         0167         361         646         5,032         5,032         0           217 20         0164         361         646         5,032         5,032         0           217 20         0164         361         646         5,032         5,032         0           217 20         0104         361         646         5,032         5,032         0           269 48         0130         361         646         5,032         5,032         <	n wa	GLOUNG MARKET FOXUES	33829	00164	381	646	5,032	5.032	0	0.011
310 08         0160         361         646         5,032         5,032         0 10           313 08         0 0160         361         646         5,032         5,032         0           316 37         0 0155         361         646         5,032         5,032         0           316 37         0 0155         361         646         5,032         5,032         0           317 09         0 0154         361         646         5,032         5,032         0           317 09         0 0147         361         646         5,032         5,032         0           286 44         0 0140         381         648         5,032         5,032         0           217 20         0 0144         381         648         5,032         5,032         0           217 20         0 0134         361         648         5,032         5,032         0           217 20         0 0134         361         646         5,032         5,032         0           269 34         0 0131         361         646         5,032         5,032         0           269 48         0 0130         361         646         5,032	Ś	INDEPENDENT PAPER	312.01	18100	. P. C.	646	5.032	5.032	0	0.0.11
379 82         0180         361         646         5,032         5,032         0           316 36         0155         361         646         5,032         5,032         0           316 37         0 0154         361         646         5,032         5,032         0           317 09         0 0147         361         646         5,032         5,032         0           302 89         0 0147         361         646         5,032         5,032         0           289 44         0 0140         361         646         5,032         5,032         0           217 20         0 0134         361         646         5,032         5,032         0           217 20         0 0134         361         646         5,032         5,032         0           217 20         0 0131         361         646         5,032         5,032         0           269 33         0 0131         361         646         5,032         5,032         0           269 48         0 0130         361         646         5,032         5,032         0           279 56         36         46         5,032         5,032         0 </td <td>ĸ</td> <td>SEATILE IRADE CENTER</td> <td>30108</td> <td>09100</td> <td>98</td> <td>846</td> <td>5,032</td> <td>5,032</td> <td></td> <td>0.0.11</td>	ĸ	SEATILE IRADE CENTER	30108	09100	98	846	5,032	5,032		0.0.11
319 38         00155         361         646         5,032         5,032         0           318 37         00154         381         646         5,032         5,032         0           318 99         00154         381         646         5,032         5,032         0           302 89         00147         381         646         5,032         5,032         0           279 40         00140         381         646         5,032         5,032         0           270 20         00134         361         646         5,032         5,032         0           270 9         00134         361         646         5,032         5,032         0           289 3         00134         361         646         5,032         5,032         0           289 48         00131         381         646         5,032         5,032         0           29 56         48         5,032         5,032         0         0           29 48         00131         381         646         5,032         5,032         0           29 56         48         5,032         5,032         5,032         0         0	'n	PACIFIC MULTIFORM	339 82	0 0 1 80	361	648	5.032	50.0		00.1
318 37         0.0154         361         646         5,032         5,032         0           317 99         0.0131         361         646         5,032         5,032         0           302 02         0.0147         361         646         5,032         5,032         0           289 44         0.0140         361         646         5,032         5,032         0           277 20         0.0134         361         646         5,032         5,032         0           270 6         0.0134         361         646         5,032         5,032         0           289 3         0.0131         381         646         5,032         5,032         0           269 48         0.0130         381         646         5,032         5,032         0           269 48         0.0130         381         646         5,032         5,032         0           29 56         46         5,032         5,032         0         0	vo i	ALL CITY FENCE COMPANY	916 318 38	0 0155	361	646	5,032	5,032		0,011
311 09         00151         381         846         5,032         5,032         0           312 02         0 0147         381         646         5,032         5,032         0           289 44         0 0140         381         648         5,032         5,032         0           217 20         0 0134         361         648         5,032         5,032         0           217 20         0 0131         361         646         5,032         5,032         0           269 33         0 0131         361         646         5,032         5,032         0           269 48         0 0130         381         646         5,032         5,032         0           269 48         0 0130         381         646         5,032         5,032         0           269 48         0 0130         381         646         5,032         5,032         0           279 56         0 0120         381         646         5,032         5,032         0	n .	CANTITUDISI FILES	318 37	0 0154	381	646	5,032	5.032	•	0,011
302 89         0 147         341         646         5,032         5,032         5,032         0           217 20         0 0144         361         646         5,032         5,032         0           217 20         0 0134         361         646         5,032         5,032         0           217 20         0 0131         361         646         5,032         5,032         0           269 31         0 0131         381         646         5,032         5,032         0           269 48         0 0130         361         646         5,032         5,032         0           269 48         0 0130         361         646         5,032         5,032         0           279 56         0 0130         361         646         5,032         5,032         0           279 56         0 0120         361         646         5,032         5,032         0	n 4	LANIEEN SEHVICE	311 09	00151	381	846	5,032	5,032	0	0.011
217 CO         0 1440         381         648         5,032         5,032         5,032         0           217 CO         0 0134         361         646         5,032         5,032         0           217 CO         0 0134         361         646         5,032         5,032         0           219 CO         0 0131         381         646         5,032         5,032         0           269 33         0 0131         381         646         5,032         5,032         0           29 48         0 0130         361         646         5,032         5,032         0           219 56         0 0130         361         646         5,032         5,032         0	n w	MARHINGTON STATE HOLDS WAS E	302 88	2+100	<del>-</del>	848	5,032	5.032	0	0.011
217 20 0 0 134 5.032 5.032 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	o ka	B C HEDREEN COMPANY	302 02	84:00		646	5,032	5,032	0	11.070
2:00 6 00131 381 646 5.032 5.032 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	ın.	HUSSMAN CORPORATION	27.72	200 G	E 55	548	5,032	5.032	0	010,010
269 93         0 0131         381         648         5,032         5,032         0           289 48         0 0130         361         646         5,032         5,032         0           259 56         0 0128         381         646         5,032         5,032         0	un.	COMMERCIAL WAREHOUSE	570.08	00131	8 8	8 48 8 46	5,032	5,032	0 (	010,11
269 48 0.0130 361 646 5,032 5,032 0 219 56 0.0128 361 646 5,032 5,032 0	ĸ	REYNOLDS ALUMINUM CORPORATION	269 93	0 0131	381	648	5.032	5,032	<b>-</b> c	0.0.
. 259 56 0 0128 381 646 5,032 5,032 0	ın ı	FOSTER & KLEISER/ACKERLEY COMMUNICATIONS	269 48	0.0130	361	949	5,032	5,032		200.1
	Λ.	PETEH PAN SEAFOODS	259 56	0.0128	381	646	5.032	5,032	0	010,11

TUIALIP LANDFILL SUPERFUND SITE
DE MINIMIS SETTLING PARTIES

			DE MINIMIS S	DE MINIMIS SELLLING PAHILES	ES				26-Apr-96
TIER	DE MINIMIS SETTLING PARTY	TOTAL VOLUME (Tons)	PERCENT SHARE**	EPA PAST COSTS (Dollars)	PRP RESPONSE COSTS (Dollars)	FUTURE RESPONSE COSTS (Dollars)	PREMIUM (Dollars)	CREDIT (Dollars)	TOTAL PAYMENT (Dollars)
•	NOTE: USTED UNDER TOTAL VOLUME IS THE AMOINT OF WASTE MATERAL WITH HAZARDONS SUBSTANCES OF SIMILAR TOXICITY CONTRIBUTED BY EACH SETTLING PARTI LANDFILL SUPERFUND STE LISTED UNDER TOTAL PAYMENT IS THE TOTAL AMOUNT EACH SETTLING PARTY MUST PAY IN ORDER TO SETTLE UNDER THIS CONSENT ORDER	NT OF WASTE MATERI AYMENT'IS THE TOTA	OF WASTE MATERAL WITH HAZARDOUS BUBSTANCES OF SIMILAR TOXICITY CONTRIBUTED BY EACH SETTLING PARTY TO THE TULALIP MENT IS THE TOTAL AMOUNT EACH SETTLING PARTY MUST PAY IN ORDER TO SETTLE UNDER THIS CONSENT ORDER.	SUBSTANCES OF SIN	WLAR TOXICITY CONTR AY IN ORDER TO SETT	HBUTED BY EACH SET	TLING PARTY TO THE	TULALIP	
מו מ	MASHINGTON CHAIN & SUPPLY JACOBSEN BRO AKAJACOBSON TERMINAL HENSEL PHELPS CONSTRUCTON HENSEL PHELPS CONSTRUCTON HENSEL PHELPS CONSTRUCTON BAUGH CONSTRUCTION FURDY COMPANY FISHERMAND BOAT STOP, INC PACIFIC PARTITIONS BRANDRID MANUFACTURING NEWELL C. A	257 62 257 28 248 27 247 70 241 70 241 25 240 25 25 25 25 25 25 25 25 25 25 25 25 25 2	0 0123 0 0125 0 0127 0 0120 0 0117 0 0114 0 0114 0 0104	361 361 361 361 361 361 361 361 361 361	9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	5,032 5,032 5,032 5,032 5,032 5,032 5,032 5,032 5,032 5,032 5,032	5,032 5,032 5,032 5,032 5,032 5,032 5,032 5,032 5,032 5,032 5,032 5,032		11,070 11,070 11,070 11,070 11,070 11,070 11,070 11,070 11,070 11,070
(a) Volumes (b) Suppler	posto on a total vocume of 2,065,452.18 tons disposed of at the Tutalip Landfill.  (a) Voltmes are not inclusive of post 1888 meterials used as capping materials at the Inndfill pursuant to NPDES permit.  (b) Supplemental response reflected contract with SDC that provided 110,539,40 this of cover material at the landfill.	e Inndfill pursuant to Ni ns of cover material at t	PDES permit.					-	

101,478

2,476

160,480

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7	UNITED STATES DISTRIC	ATTACHMENT C T COURT
8	WESTERN DISTRICT OF WA AT SEATTLE	SHINGTON
9	UNITED STATES OF AMERICA, AND	
10	THE TULALIP TRIBES OF WASHINGTON	
11	Plaintiff,	) CIVIL ACTION ) NO.
12	v.	)
13	ACE TANK CO., BILL PIERRE FORD CO.,	) ) ODDED DIDECMING MUR
14	BROADMOOR GOLF CLUB, CROWLEY MARINE SERVICES CO., DELTA MARINE, INC.,	ORDER DIRECTING THE DEPOSIT OF FUNDS
15	EVERGREEN-WASHELLI, INC., MEHRER DRYWALL, INC., MCFARLAND WRECKING CO.,	) INTO THE REGISTRY ) OF THE COURT
16	PEOPLE'S NATIONAL BANK, N.A., SATO CORPORATION, SEAFOOD PROCESSING CO.,	) )
17	SEATTLE GOLF CLUB, SMITH & SON, INC.,	) )
18	Defendants.	) RELATED CASE: ) NO. C97-152-D
19	This case arose out of the release	of hazardous substances at
20	the Tulalip Landfill Superfund Site ("the	e Site"), located within
21	the Tulalip Indian Reservation, which occ	cupies approximately 147
2 <b>2</b>	acres of the western portion of Ebey Isla	and, just to the west of
23	Interstate 5 and the Burlington Northern	Railroad.
24	This Order is entered pursuant to a	nd in furtherance of the
25	Consent Decree for Natural Resource Dama	ges (the "Consent Decree")
26		U.S. Department of Justice
27	Order Directing the Deposit of Funds	c/o NOAA DARC - DOJ 7600 Sand Point Way, NE
28	Into the Registry of the Court - 1 -	Seattle, WA 98115 (206) 526-6617

between Plaintiffs United States of America, State of Washington and the Tulalip Tribes of Washington, and defendants Ace Tank Co., Bill Pierre Ford Co., Broadmoor Golf Club, Crowley Marine Services Co., Delta Marine, Inc., Evergreen-Washelli, Inc., Mehrer Drywall, Inc., McFarland Wrecking Co., People's National Bank, N.A., Sato Corporation, Seafood Processing, Inc., Seattle Golf Club, and Smith & Son, Inc. (collectively referred to as "Participating Parties").

Under the De Minimis Natural Resource Damages Consent Decree in United States v. Ace Galvanizing, et al., No. C97-152-Z, entered by this Court on August 15, 1997, an account titled the "Tulalip Landfill NRD Settlement Account" ("the Account") was established in the Registry of the United States District Court for the Western District of Washington for payments received in that action and all related actions, including this one.

Under the Consent Decree, the Participating Parties have agreed to pay to the Account their share of Natural Resource Damages resulting from the release of hazardous substances at or from the Site, which have been estimated for purposes of this de minimis settlement to be \$22,276.

Under the Consent Decree, Participating Parties will pay their respective shares of this de minimis settlement amount to the Account established by the Registry of the United States District Court for the Western District of Washington. The funds will thereafter remain in the Registry for use by the Natural Resource Trustees (National Oceanic and Atmospheric Administration of the

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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

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U.S. Department of Commerce, the U.S. Department of the Interior, the Washington Department of Ecology on behalf of the State of Washington, and the Tulalip Tribes of Washington) for assessing, restoring, rehabilitating, replacing or acquiring the equivalent of natural resources injured, destroyed, or lost as a result of releases of hazardous substances at or from the Site. This Order addresses handling and investment of these funds by the Registry of the Court.

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

- i. All funds received by the Clerk of the Court pursuant to the Consent Decree shall be deposited to the Account and administered by the Clerk of the Court as follows:
- a) The funds shall be used to purchase 91-day government securities, at the highest prevailing interest rate available for such securities;
- b) upon maturity of the securities referred to in subparagraph a), the Clerk shall consult with counsel for the United States regarding the purchase of additional short-term securities. Counsel for the United States shall consult with representatives of the Natural Resource Trustees and, depending upon the Natural Resource Trustees' anticipated funding needs, shall advise the Clerk regarding the desired reinvestment in government securities. The Clerk may make any such allocations of

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	funds as directed by counsel for the United States without further
2	Order of the Court.
- 3	ii. All income earned as interest on funds so invested or
4	deposited shall be credited to the Account.
5	iii. The Natural Resource Trustees may apply to the Court for
б	an Order establishing an investment procedure or vehicle
7	alternative to that identified in paragraph (ii) above that
8	provides a comparable level of security and earnings potential,
9	which application may be acted upon by the Court without notice to
10	or consent by the Participating Parties.
11	iv. The Clerk shall prepare quarterly reports on the status
12	and activity of the Account showing payments received,
13	disbursements made, income earned, maturity dates of securities
14	held, and principal balance, and shall distribute the reports to
15	the following to counsel for the United States, the State of
16	Washington and the Tulalip Tribes of Washington at the following
17	addresses:
18	Robert Taylor, Esq. National Oceanic and Atmospheric Administration
19	Damage Assessment Center 7600 Sand Point Way, NE
20	Seattle, Washington 98115
21	Colleen Kelley, Esq. Office of the Regional Solicitor
22	United States Department of the Interior 500 NE Multnomah Street, Suite 607
23	Portland, Oregon 97232
24	
25	
26	U.S. Department of Justic
27	Order Directing the c/o NOAA DARC - DOJ Deposit of Funds 7600 Sand Point Way, NE Into the Registry Seattle, WA 98115
28	of the Court - 4 - (206) 526-6617

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