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Honorable Judge Rothstein

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 CLERK U.S. DISTRICT COURT
 WESTERN DISTRICT OF WASHINGTON
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 AT SEATTLE
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 WESTERN DISTRICT OF WASHINGTON
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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,

v.

ASSOCIATED GROCERS, INC. and
FOG-TITE, INC.,

Defendants.

CIVIL ACTION NO.
C00-167-R

ORDER ENTERING
NATURAL RESOURCE DAMAGES
CONSENT DECREE

AND RELATED CASES

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

For good cause shown, the Natural Resource Damages Consent Decrees between plaintiffs the United States of America, the State of Washington Department of Ecology and the Tulalip Tribes of Washington, as trustees for natural resources at the Tulalip Landfill Superfund Site, and defendants Associated Grocers, inc. and Fog-Tite, Inc., are hereby entered as orders of this Court in this action.

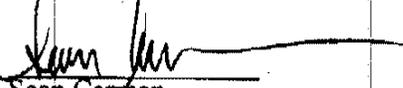
So ORDERED this 3rd day of April, 2000

Barbara J. Rothstein
UNITED STATES DISTRICT JUDGE

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Prepared by:



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

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U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY _____ CLERK

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,
THE STATE OF WASHINGTON, and THE
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ASSOCIATED GROCERS, INC.
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CIVIL ACTION NO.

C97-152D
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C99-665R

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

CONSENT DECREE WITH ASSOCIATED GROCERS
FOR NATURAL RESOURCE DAMAGES

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

Consent Decree
for Natural Resource Damages

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

1 complaint, including as trustees for natural resources
2 (collectively referred to as "Plaintiffs") and defendant
3 Associated Grocers, Inc. (hereinafter "Settling Defendant").

4 I. INTRODUCTION

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

18 2. The Plaintiffs allege that in 1964, The Tulalip Tribes,
19 a Section 17 Corporation federal corporation chartered pursuant
20 to Section 17 of the Indian Reorganization Act, as amended, 25
21 U.S.C. § 477, leased the Site to Seattle Disposal Company for a
22 period of 10 years. The lease was renewed in 1972. From 1964 to
23 1979, Seattle Disposal Company, its general partners J. Razore,
24 J. Banchemo, and other partners, and Marine Disposal Company,
25 operated the Site, then known as the "Big Flats Landfill," as a
26

1 disposal site for commercial and industrial waste. The
2 Plaintiffs allege that waste material collected in King County,
3 Snohomish County, and communities in and around the Puget Sound
4 region, including waste materials containing hazardous substances
5 generated or transported by the Settling Defendants, was
6 delivered to the Site by a variety of methods. In 1979, the
7 landfill was closed and capped pursuant to the Rivers and Harbors
8 Act of 1899, 33 U.S.C. §§ 403 and 407, and the Federal Water
9 Pollution Control Act, 33 U.S.C. §§ 1311, 1319, 1342, and 1344,
10 pursuant to a consent decree entered in the United States
11 District Court for the Western District of Washington on October
12 19, 1977, No. C77-721M. Additional capping materials, including
13 construction debris and earthen materials, were placed on the
14 source area by other parties after the 1979 consent decree
15 closure, pursuant to the NPDES permit.

16 3. The Plaintiffs allege that hazardous substances within
17 the definition of Section 101(14) of the Comprehensive
18 Environmental Response, Compensation and Liability Act
19 ("CERCLA"), 42 U.S.C. § 9601(14), MTCA, RCW 70.105D.020(7), have
20 been released into the environment from the Site. Hazardous
21 substances have been found in soils in and around the Site, in
22 sediments around the Site, in leachate emanating from the Site,
23 and in ground water at the Site. Hazardous substances of concern
24 found in soils and sediments include benzo(a)anthracene,
25 benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene,
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1 bis(2-ethylhexyl)phthalate, chrysene, 1,4-dichlorobenzene,
2 flouranthene, fluorine, naphthalene, N-nitroso-di-n-propylamine,
3 polychlorinated biphenyls (PCBs), and pyrene. Metals were also
4 found at the Site, including arsenic, lead, and chromium.
5 Samples of leachate flowing from the Site have shown levels of
6 arsenic, barium, cadmium, iron, zinc, manganese, toluene,
7 ethylbenzene, PCBs, and acenaphthene.

8 4. The Plaintiffs allege that, as a result of these
9 releases of hazardous substances, injuries to, destruction or
10 losses of natural resources have occurred at the Site, and that
11 such injuries, destruction or losses are compensable under
12 Section 107(a)(4)(C) of CERCLA, 42 U.S.C. § 9607(a)(4)(C), and
13 the Model Toxics Control Act ("MTCA"), Ch. 70.105D RCW.

14 5. Plaintiffs have filed, contemporaneously with the
15 lodging of this Consent Decree, a civil complaint alleging that
16 Settling Defendant is liable under Section 107 of CERCLA, 42
17 U.S.C. § 9607, and MTCA Ch. 70.105D RCW, to the Plaintiffs for
18 damages for the injury to, destruction of or loss of natural
19 resources caused by the release of hazardous substances at or
20 from the Site.

21 6. The Settling Defendant denies the allegations in the
22 complaint in this action, including any and all allegations of
23 liability and dispute the waste volumes attributed to it in EPA's
24 volumetric report.

25 7. The purposes of this Consent Decree are to resolve the
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1 liability of the Settling Defendant for claims for Natural
2 Resource Damages resulting from releases of hazardous substances
3 at or from the Tulalip Landfill and to protect the Settling
4 Defendant against claims for contribution regarding Covered
5 Matters.

6 8. The parties recognize, and this Court finds, that the
7 parties have negotiated this Consent Decree in good faith, and
8 that implementation of this Consent Decree will avoid lengthy and
9 protracted litigation, is fair, equitable, and in the public
10 interest, and will expedite restoration of natural resources.

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

13 **II. PARTIES**

14 9. "United States" means the United States of America, in
15 all its capacities, including inter alia all departments,
16 instrumentalities, administrations, natural resource trustees,
17 and agencies of the Federal Government.

18 10. The "Tulalip Tribes of Washington" is a federally
19 recognized Indian tribe organized under Section 16 of the Indian
20 Reorganization Act of 1934, as amended, 25 U.S.C. § 476, and is
21 the successor in interest to the Snohomish, Snoqualmie, Skykomish
22 and other tribes and bands party to the Treaty of Point Elliot.

23 11. The "Department of Ecology" means the Washington
24 Department of Ecology as designated state trustee pursuant to
25 Section 107(f) of CERCLA, and 40 C.F.R. Part 300, Subpart G, and
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28 Consent Decree
for Natural Resource Damages

1 in its statutory role under MTCA, Ch. 70.105D, RCW.

2 12. "The State of Washington" or "the State" means the
3 State of Washington, including inter alia all departments,
4 administrations, natural resource trustees and agencies thereof.

5 13. "Settling Defendant" means defendant and signatory to
6 this Consent Decree Associated Grocers, Inc.

7 **III. JURISDICTION**

8 14. This Court has jurisdiction over this Consent Decree
9 under Sections 107(a) and 113(b) of CERCLA, 42 U.S.C. §§ 9607(a)
10 & 9613(b), 28 U.S.C. §§ 1331 & 1345, and supplemental
11 jurisdiction over state law claims as set forth in 28 U.S.C. Sec.
12 1367.

13 **IV. DEFINITIONS**

14 15. Whenever the following capitalized terms are used in
15 this Consent Decree, they shall have the following meaning:

16 a. "Natural Resources" include land, fish, wildlife,
17 biota, air, water, groundwater, drinking water supplies, and
18 other such resources belonging to, managed by, held in trust by,
19 appertaining to, or otherwise controlled by the United States
20 (including the resources of the exclusive economic zone), the
21 State of Washington or the Tulalip Tribes of Washington.

22 b. "Natural Resource Damages" means compensatory and
23 remedial relief recoverable by the Federal, State and Tribal
24 Trustees of Natural Resources on behalf of the public or tribal
25 members for injury to, destruction of, or loss of use of any and
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for Natural Resource Damages

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U.S. Dept. Justice
c/o NOAA DARC
7500 Sand Point Way, NE
Seattle, WA 98115
(206) 526-6617

1 all Natural Resources resulting from the release of hazardous
2 substances, including (1) costs of damage assessment; (2)
3 compensation for loss, injury, impairment, damage or destruction
4 of Natural Resources, whether temporary or permanent, or for loss
5 of use value, non-use value, passive value, option value, amenity
6 value, bequest value, existence value, consumer surplus, economic
7 rent, or any similar value of Natural Resources; (3) any
8 diminution in value of Natural Resources pending restoration; and
9 (4) costs of restoring, rehabilitating, replacing, or acquiring
10 the equivalent of the Natural Resources.

11 c. "Covered Matters" means any civil or
12 administrative liability Settling Defendant may have to the
13 United States, the State of Washington (including the Washington
14 Department of Ecology), the Tulalip Tribes of Washington, or any
15 other individual or entity for any claim under 42 U.S.C. §§
16 9607(a)(4)(c) & 9607(f), 33 U.S.C. § 1321, 33 U.S.C. §§ 2702,
17 2706, chapter 70.105D RCW, chapter 90.48 RCW, or any other
18 federal, state, tribal or common law, for Natural Resource
19 Damages resulting from releases of hazardous substances at or
20 from the Tulalip Landfill.

21 **V. PAYMENT AND RELATED MATTERS**

22 16. Within 30 days of receiving notice of the entry of
23 this Consent Decree, Settling Defendant shall deliver to:

24 Registry of the U.S. District Court
25 c/o Clerk, United States District Court
26 Western District of Washington
1010 Fifth Avenue, Room 215

27 U.S. Dept. Justice
c/o NOAA DARC
7600 Sand Point Way, NE
28 Consent Decree Seattle, WA 98115
for Natural Resource Damages (206) 526-6617

1 Seattle, WA 98104

2 a certified check payable to the Clerk of the United States
3 District Court for the Western District of Washington in the
4 amount of FORTY-THREE THOUSAND ONE-HUNDRED AND FIFTY-THREE
5 DOLLARS (\$43,153.00). The certified check submitted by Settling
6 Defendant shall reference the "Tulalip Landfill NRD Settlement."

7 17. Within 5 business days of making the payment specified
8 in Paragraph 16, Settling Defendant shall provide written
9 notification of the aforesaid delivery to the persons designated
10 in Paragraph 27.

11 18. The amount deposited into the Registry of the Court
12 shall be managed pursuant to the Order Directing the Deposit of
13 Funds into the Registry of the Court issued by Judge Dimmick in
14 United States v. Ace Galvanizing, Inc., No. C97-152D (Attachment
15 A hereto), which is hereby incorporated into this Decree. These
16 funds shall be used by Plaintiffs only for assessing, restoring,
17 rehabilitating, replacing or acquiring the equivalent of the
18 natural resources injured, destroyed, or lost as a result of
19 releases at or from the Site, as provided in 42 U.S.C. §
20 9607(f)(1).

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

4 **VI. COVENANTS NOT TO SUE**

5 20. In consideration of the Settling Defendant's timely
6 compliance with the terms of this Consent Decree, the United
7 States, the State of Washington (including the Washington
8 Department of Ecology) and the Tulalip Tribes of Washington
9 covenant not to sue or take any other civil or administrative
10 action, after entry of this Consent Decree, against Settling
11 Defendant for Covered Matters. This covenant not to sue shall
12 extend to, and inure to the benefit of, the Settling Defendant
13 and its past, present and future directors, officers, employees,
14 acting in those capacities, and its successors and assigns. This
15 covenant not to sue is subject to the reservations in Section
16 VIII of this Decree.

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

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Consent Decree
for Natural Resource Damages

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1 **VII. CONTRIBUTION PROTECTION**

2 22. Subject to the Reservation of Rights in Section VIII of
3 this Consent Decree, Plaintiffs agree that by entering into this
4 Consent Decree, Settling Defendant will have resolved its
5 liability for Covered Matters, as described in Paragraphs 15(c)
6 and 20 of this Consent Decree, pursuant to Sections 122(g)(5) and
7 113(f)(2) of CERCLA, 42 U.S.C. § 9622(g)(5) and 9613(f)(2), MTCA,
8 RCW Chapter 70.105D.040(1),(2) and RCW 90.48.142, and shall be
9 protected against claims for contribution regarding Covered
10 Matters as provided in Sections 122(g)(5) and 113(f)(2) of
11 CERCLA, 42 U.S.C. §§ 9622(g)(5) and 9613(f)(2), RCW
12 70.105D.040(d). Contribution protection shall extend to, and
13 inure to the benefit of, the Settling Defendant and its past,
14 present and future directors, officers, employees, to the extent
15 they were acting in those capacities, and successors and assigns.

16 **VIII. RESERVATION OF RIGHTS**

17 23. Nothing in this Consent Decree is intended to be nor
18 shall it be construed as a release or covenant not to sue for any
19 claim or cause of action, administrative or judicial, civil or
20 criminal, past or future, at law or in equity, which the
21 Plaintiffs may have against Settling Defendant for:

22 a. Any claims and liability as a result of failure to
23 make the payments required by this Consent Decree;

24 b. Any liability arising from the past, present, or
25 future disposal, release, or threat of release of any hazardous
26

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

3 c. Any criminal liability.

4 24. As required by MTCA, RCW 70.105D.040(4)(c), nothing in
5 this Consent Decree is intended to be nor shall it be construed
6 as a release or covenant not to sue by the State of Washington
7 for any claim or cause of action, administrative or judicial,
8 civil or criminal, past or future, at law or in equity, which the
9 State of Washington may have against Settling Defendant for
10 factors not known to EPA at the time of entry of the decree that
11 are discovered and present a previously unknown threat to human
12 health or the environment. Factors known and threats known at
13 the time of the entry of the Consent Decree include all facts,
14 documents, evidence and data in the possession of EPA at the time
15 of entry of the Consent Decree, including but not limited to all
16 of the facts set forth in documents in EPA's administrative
17 record for the Site, EPA's Risk Assessment for the Site and EPA's
18 Proposed Plan for Interim Remedial Action for the Site.

19 **IX. DISCLAIMER OF LIABILITY**

20 25. Neither entry of this Consent Decree nor any action in
21 accordance with this Consent Decree shall constitute an admission
22 of liability under any federal, state, tribal or local statute,
23 regulation, ordinance, general maritime law or common law by
24 Settling Defendant, its present or former officers, members,
25 directors, trustees, shareholders, insurers, agents,

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Consent Decree
for Natural Resource Damages

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1 representatives, employees, subsidiaries, successors, assigns or
2 affiliates, for any fine, penalty, response costs, damages, or
3 claims or any issues of fact or law for releases of hazardous
4 substances at the Site.

5 26. The parties further agree that none of the provisions
6 of this Consent Decree or evidence of negotiations shall be
7 offered or received in evidence in this action or any other
8 action or proceedings by any other party for any purpose, except
9 for enforcement of this Consent Decree or except as specifically
10 provided herein.

11 **X. NOTICES AND SUBMISSIONS**

12 27. Whenever, under the terms of this Consent Decree,
13 written notice is required to be given or a report or other
14 document is required to be sent by one party to the other, it
15 shall be directed to individuals at the addresses specified
16 below, unless those individuals or their successors give written
17 notice of a change. All notices and submissions shall be
18 considered effective upon receipt, unless otherwise provided.

19 As to the United States:

20 Chief
21 Environmental Enforcement Section
22 Environment and Natural Resources Division
23 U.S. Department of Justice
24 P.O. Box 7611
25 Ben Franklin Station
26 Washington, D.C. 20044

27 As to the State of Washington:

28 Michelle Wilcox
Toxics Cleanup Program

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

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State of Washington
P.O. Box 47600
Olympia, Washington 98504-7600

As to the Tulalip Tribes of Washington:

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

XI. ENTRY OR DISAPPROVAL OF DECREE

28. 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. § 50.7, and RCW 70.105D.040(4)(a). The United States, the State of Washington and the Tulalip Tribes of Washington intend to defend the settlement embodied in this Consent Decree, unless comments regarding the Consent Decree disclose facts or considerations that indicate that the Consent Decree is not fair, reasonable or in the public interest, in which case the United States and the Tulalip Tribes of Washington reserve the right to withdraw or withhold their consent to the Consent Decree. The 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. Settling Defendant consents to the entry of this Consent Decree without further notice.

29. After its entry by the Court, this Consent Decree shall

1 be considered an enforceable judgement for purposes of post-
2 judgement collection in accordance with Rule 69 of the Federal
3 Rules of Civil Procedure and other applicable federal statutory
4 authority.

5 30. Settling Defendant hereby waives the 60-day notice
6 requirement applicable to the trustees by virtue of Section
7 113(g)(1) of CERCLA, 42 U.S.C. § 9613(g)(1), and agrees that any
8 failure by Plaintiffs to give the notice required by that section
9 shall not constitute a deficiency in the Complaint or in this
10 Consent Decree.

11 31. This Court retains jurisdiction over both the subject
12 matter of this Consent Decree and the Parties hereto for the
13 duration of the performance of the terms and conditions of this
14 Consent Decree solely for the purpose of enforcing those terms
15 and conditions.

16 **XII. MISCELLANEOUS**

17 32. In any subsequent administrative or judicial proceeding
18 initiated by the United States for injunctive relief, recovery of
19 response costs, or other appropriate relief relating to the Site,
20 Settling Defendant shall not assert, and may not maintain, any
21 defense or claim based upon the principles of waiver, res
22 judicata, collateral estoppel, issue preclusion, claim-splitting,
23 or other defenses based upon any contention that the claims
24 raised by the United State in the subsequent proceeding were or
25 should have been brought in the instant case; provided, however,
26

1 that nothing in this paragraph affects the enforceability of the
2 covenants not to sue set forth in Section VI.

3 33. Settling Defendant shall not reference or rely upon its
4 payment under this Consent Decree in any application for dredged
5 or fill material under Section 404 of the Federal Water Pollution
6 Control Act, or in any proceeding arising out of the Settling
7 Defendant's application, or failure to apply, for such a permit.

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

13 35. This Consent Decree constitutes the entire agreement
14 among the parties with regard to the subject matter hereof and
15 can be modified or amended only with the express written consent
16 of all the parties to this Consent Decree.

17 36. Each of the undersigned representatives of Plaintiffs
18 and Settling Defendant certifies that he or she is fully
19 authorized to enter into the terms and conditions of this Consent
20 Decree and to execute and legally bind the party whom he or she
21 represents to this Consent Decree.

22 37. The Tulalip Tribes of Washington's joinder to this
23 Decree is solely in its capacity as a trustee for natural
24 resources and constitutes a limited waiver of the Tulalip Tribes
25 of Washington's sovereign immunity for the sole and limited
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27
28 Consent Decree
for Natural Resource Damages

1 purpose of enforcing the terms of this Consent Decree; provided
2 that, this Consent Decree shall not act as a general waiver of
3 sovereign immunity nor shall it in any way impair treaty-reserved
4 hunting and fishing rights.

5 38. This Consent Decree may be executed in several
6 counterparts and by facsimile and, as executed, shall constitute
7 one agreement, binding on all parties hereto, even though all
8 parties do not sign the original or the same counterpart.

9 39. Except as otherwise provided herein each party to this
10 Consent Decree shall bear his, her or its own costs, attorneys
11 fees and disbursements.

12 40. Settling Defendant shall identify, on the attached
13 signature page, the name, address and telephone number of an
14 agent who is authorized to accept service of process by mail on
15 its behalf with respect to all matters arising under or relating
16 to this Consent Decree. Settling Defendant hereby agrees to
17 accept service in that manner and to waive the formal service
18 requirements set forth in Rule 4 of the Federal Rules of Civil
19 Procedure and any applicable local rules of this Court,
20 including, but not limited to, service of a summons.

21

22 SO ORDERED THIS ____ DAY OF _____, ____.

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25

UNITED STATES DISTRICT JUDGE

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Consent Decree
for Natural Resource Damages

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c/o NOAA DARC
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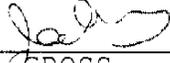
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We hereby consent to the entry of the foregoing Consent Decree:

FOR THE UNITED STATES OF AMERICA:

LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources
Division
United States Department of Justice
Washington, D.C.

1-10-2000
Date


JOEL GROSS
Section Chief
Environmental Enforcement Section
United States Department of Justice
Washington, D.C.

Date

SEAN CARMAN
Trial Attorney
Environmental Enforcement Section
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FOR THE STATE OF WASHINGTON:

January 26, 2000
Date

Michelle Wilcox
Michelle Wilcox
Program Director
Toxics Cleanup Program
Washington Department of Ecology
P.O. Box 47600
Olympia, Washington 98504-7600

1/24/00
Date

Joan Marchioro
Joan Marchioro
Assistant Attorney General
Ecology Division
629 Woodland Square Loop, S.E.
P.O. Box 40117
Olympia, Washington 98504-0117

Consent Decree
for Natural Resource Damages

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7600 Sand Point Way, NE
Seattle, WA 98115
(206) 526-6617

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FOR THE TULALIP TRIBES OF WASHINGTON:

JAN 27, 2000
Date

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

Consent Decree
for Natural Resource Damages

-19-

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

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By the signature on this page, Associated Grocers, Inc. agrees to be bound by the terms of this Consent Decree

10/6/99
Date



Agent for Service of Process: STEVEN GOLDSTEIN
BETTS, PATTERSON & MINES, P.S.
800 FINANCIAL CENTER
1215 FOURTH AVENUE
SEATTLE, WA 98161-1090
(206) 292-9988 EXT. 381