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AT SEATTLE
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WESTERN DISTRICT OF WASHINGTON
DEPUTY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,
THE SUQUAMISH TRIBE,
THE MUCKLESHOOT INDIAN TRIBE

Plaintiffs,

v.

PACIFIC SOUND RESOURCES, INC.,
THE PACIFIC SOUND RESOURCES
ENVIRONMENTAL TRUST, TED G.
DePRIEST and KARIN DePRIEST,
husband and wife, and their marital
community, TOM L. WYCKOFF and MARGO
G. WYCKOFF, husband and wife, and
their marital community, and SUSAN
WYCKOFF MULLEN and CHARLES S.
MULLEN, husband and wife and their
marital community,

Defendants.

C94-687
CIVIL ACTION NO.

CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf
of the Administrator of the United States Environmental
Protection Agency ("EPA"), the Secretary of the United States
Department of Commerce, the Secretary of the United States

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1 Department of Interior; and the Suquamish Tribe and the
2 Muckleshoot Indian Tribe ("Plaintiffs"), have filed a complaint
3 in this matter against Pacific Sound Resources, Inc. ("PSR"),
4 formerly the Wyckoff Company, the Pacific Sound Resources
5 Environmental Trust ("Environmental Trust"), Ted G. DePriest and
6 Karin DePriest and their marital community, Tom L. Wyckoff and
7 Margo G. Wyckoff and their marital community, and Susan Wyckoff
8 Mullen and Charles S. Mullen and their marital community
9 ("Settling Defendants"), pursuant to Sections 106 and 107 of the
10 Comprehensive Environmental Response, Compensation, and Liability
11 Act of 1980, as amended, ("CERCLA"), 42 U.S.C. §§ 9606 and 9607,
12 seeking Natural Resource Damages, injunctive relief for
13 environmental investigatory and response actions arising out of
14 the release and/or disposal of hazardous substances at or from at
15 the Wyckoff/Eagle Harbor Superfund Site and the PSR West Seattle
16 wood treating facility ("Sites"), recovery of all Response Costs
17 incurred by the United States at or in connection with the Sites
18 with accrued interest, and a declaration of Settling Defendants'
19 liability for future Response Costs.

20 B. The United States has incurred and continues to incur
21 Response Costs at or in connection with the Sites.

22 C. Plaintiffs have determined that settlement of this matter
23 is practicable and in the public interest.

24 D. Plaintiffs and Settling Defendants agree to settlement of
25 this matter without further litigation, and without admission of

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1 liability by Settling Defendants.

2 E. The goals of this Consent Decree are: cessation of wood
3 treating operations at PSR's West Seattle wood treating facility;
4 transfer of all shares, ownership rights and interests in PSR by
5 Individual Settling Defendants to the Environmental Trust; the
6 liquidation of all PSR assets; the payment of the proceeds from
7 the liquidation to PSR creditors and, to the maximum extent
8 possible under the circumstances, to the United States Hazardous
9 Substance Superfund ("Fund") and the registry of this court, as
10 set forth in the Liquidation Plan attached hereto; the orderly
11 transfer of responsibility for the implementation of
12 environmental response actions at the Sites from PSR to EPA
13 contractors or designees; and issuance of covenants not to sue by
14 Plaintiffs to Individual Settling Defendants as set forth in
15 Section XI of this Consent Decree.

16 F. The Parties agree, and the Court by entering this Consent
17 Decree finds, that the above statements are correct, that this
18 Consent Decree has been negotiated by the Parties in good faith
19 and implementation of this Consent Decree will expedite the
20 cleanup of the Sites and will avoid litigation between the
21 Parties, and that this Consent Decree is fair, adequate,
22 reasonable, and in the public interest.

23 NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

24 II. JURISDICTION

25 1. This Court has jurisdiction over the subject matter of

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1 this action pursuant to 28 U.S.C. §§ 1331 and 1345, and Sections
2 106, 107, and 113(b) of CERCLA, 42 U.S.C. §§ 9606, 9607, and
3 9613(b). This Court also has personal jurisdiction over the
4 Settling Defendants. Solely for purposes of this Consent Decree
5 and the underlying Complaint, Settling Defendants waive all
6 objections and defenses they may have to jurisdiction of the
7 Court or to venue in this District. The Complaint states claims
8 against Settling Defendants upon which relief may be granted.
9 Settling Defendants shall not challenge this Consent Decree or
10 this Court's jurisdiction to enter and enforce this Consent
11 Decree.

12 III. PARTIES BOUND

13 2. This Consent Decree shall apply to and be binding upon
14 Plaintiffs and upon Settling Defendants and their heirs,
15 successors, trustees, and assigns. Tom L. Wyckoff and Margo G.
16 Wyckoff, husband and wife and their marital community, and Susan
17 Wyckoff Mullen are PSR shareholders. Charles S. Mullen has
18 served and continues to serve, as a director, officer, and (as a
19 partner/shareholder in the law firm of Graham & Dunn) as counsel
20 to PSR. Susan Wyckoff Mullen has served and continues to serve
21 as a director of PSR. Tom L. Wyckoff served as a director of PSR
22 until his resignation in 1988. Ted G. DePriest is president,
23 former Vice President, and a director of PSR. Karin DePriest is
24 the wife of Ted G. DePriest. Nothing in this Consent Decree
25 shall constitute an admission of liability or an admission of any

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1 facts or Conclusions of Law stated herein, by any Settling
2 Defendant for any purpose.

3 IV. DEFINITIONS

4 3. Unless otherwise expressly provided herein, terms used
5 in this Consent Decree which are defined in CERCLA or in the
6 National Oil and Hazardous Substances Pollution Contingency Plan,
7 also known as the National Contingency Plan ("NCP"), 40 C.F.R.
8 300 et seq., shall have the meaning assigned to them in CERCLA or
9 the NCP. Whenever terms listed below are used in this Consent
10 Decree or in attachments hereto and incorporated hereunder, the
11 following definitions shall apply:

12 A. "Consent Decree" or "Decree" shall mean this Consent
13 Decree and all attachments hereto.

14 B. "Day" shall mean a calendar day unless expressly
15 stated to be a working day. "Working day" shall mean a day other
16 than a Saturday, Sunday or federal holiday. When computing any
17 period of time under this Decree, if the last day would fall on a
18 Saturday, Sunday or federal holiday, the period shall run until
19 the end of the next working day.

20 C. "Environmental Trust" is the Pacific Sound Resources
21 Inc. Environmental Trust, a copy of which is attached hereto as
22 Attachment "C".

23 D. "Individual Settling Defendants" are Ted G.
24 DePriest and Karin DePriest and their marital community, Tom L.
25 Wyckoff and Margo G. Wyckoff and their marital community, and

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1 Susan Wyckoff Mullen and Charles S. Mullen and their marital
2 community.

3 E. "Liquidation Plan" shall mean the plan attached
4 hereto as Attachment "D".

5 F. "Natural Resource Damages" means damages, including
6 costs of damages assessment, recoverable under Section 107 of
7 CERCLA, 42 U.S.C. § 9607, for injury to, destruction of, or loss
8 of any and all Natural Resources at the Sites.

9 G. "Necessary Expenses" shall mean, and shall be
10 limited to, those expenses required to implement this Consent
11 Decree, including compliance with any other obligations imposed
12 by law in connection with these activities.

13 H. "Paragraph" shall mean a portion of this Consent
14 Decree identified by an arabic numeral.

15 I. "Parties" shall mean all Plaintiffs and all Settling
16 Defendants.

17 J. "Response Costs" shall mean all expenses, costs, and
18 disbursements, direct and indirect, incurred or to be incurred by
19 the United States for response activities, including
20 investigation, oversight, removal or remedial actions, and all
21 administrative and enforcement activities with respect to the
22 Sites including, without limitation: (1) past costs incurred
23 prior to entry of this Consent Decree; (2) all costs for
24 implementing, developing, performing, overseeing or verifying any
25 investigatory or response activities at the Sites, or any

1 requirements of this Consent Decree; and (3) any other or future
2 costs incurred in connection with the Sites after entry of this
3 Consent Decree, including costs in connection with: EPA periodic
4 reviews of the Sites; obtaining any access to the Sites; and any
5 response activities at the Sites which EPA may deem appropriate.

6 K. "Section" shall mean a portion of this Consent
7 Decree identified by a roman numeral and including one or more
8 paragraphs.

9 L. "Sites" shall mean the areal extent of contamination
10 at or from the Wyckoff/Eagle Harbor Superfund Site ("Eagle
11 Harbor"), and at or from the Wyckoff Company West Seattle wood
12 treating facility ("West Seattle"), and areas in very close
13 proximity thereto necessary for the implementation of response
14 activities.

15 V. DESCRIPTION AND HISTORY OF SITES

16 4. In 1991, the Wyckoff Company changed its name to PSR,
17 which is the Wyckoff Company's successor in every respect. PSR's
18 former wood treating facility at Eagle Harbor is located on
19 approximately fifty (50) acres of Bainbridge Island, Washington,
20 on the southeastern shoreline of Eagle Harbor. The former wood
21 treating facility is an operable unit of the Wyckoff/Eagle Harbor
22 Superfund Site which was placed on the National Priorities List
23 ("NPL") on July 22, 1987, at 52 Fed. Reg. 27620. The NPL was
24 established pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605.
25 The Wyckoff/Eagle Harbor Superfund Site consists of the areal

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1 extent of contamination in Eagle Harbor, including sediments and
2 intertidal zones thereof, and the areal extent of contamination
3 at and from PSR's former wood treating facility, and all areas in
4 very close proximity thereto necessary for the implementation of
5 response activities at this Superfund Site. To facilitate its
6 management of the Wyckoff/Eagle Harbor Superfund Site, EPA has
7 divided it into three (3) operable units: the Wyckoff facility
8 Operable Unit ("WOU"), consisting of PSR's former wood treating
9 property and any contiguous or related portions of the
10 Wyckoff/Eagle Harbor Superfund Site which EPA determines should
11 be addressed in conjunction with response actions at the
12 facility, a West Harbor Operable Unit ("WHOU") and an East Harbor
13 Operable Unit ("EHOU"). See map, Attachment "B1" to this Consent
14 Decree. EPA completed a Remedial Investigation/Feasibility Study
15 for the WHOU and the EHOU, and issued a Record of Decision
16 ("ROD") for the WHOU in September 1992. A ROD for the EHOU is
17 anticipated in 1993.

18 5. Wood treating operations at Eagle Harbor date back to the
19 beginning of the twentieth century, and continued until 1988,
20 under various owners. PSR, under the name, Wyckoff Company, has
21 solely owned, and been responsible for, operations at the
22 facility since December 1965. Activities at the facility since
23 1988 have been limited to log sorting and storage and work by PSR
24 to comply, or attempt to comply, with an Administrative Order on
25 Consent For Necessary Response Actions, No. 1088-02-17-106 ("1988

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1 Order"), issued on July 29, 1988; and an Administrative Order For
2 Necessary Interim Response Actions, No. 1091-06-03-106 ("1991
3 Order") issued on June 17, 1991, both of which were issued
4 pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606.

5 6. PSR's West Seattle wood treating facility (referred to as
6 "West Seattle" or one of the "Sites" in this Consent Decree) is
7 located at 2801 Southwest Florida Street, Seattle, Washington, on
8 the shore of Elliott Bay, near the Duwamish River, on
9 approximately twenty-two (22) acres of PSR property. See map,
10 Attachment "B2" to this Consent Decree. The Site was formally
11 proposed for listing on the NPL by EPA on May 10, 1993.

12 7. Wood treating operations at West Seattle also date back
13 to the beginning of the twentieth century, and are on-going.
14 However, as part of this Decree, the Parties have agreed that
15 wood treating operations at West Seattle shall permanently cease
16 upon entry of this Decree, and that there shall be no future wood
17 treating operations by any Settling Defendant, or any successor
18 thereof, at either of the Sites. PSR has solely owned and been
19 responsible for operations at West Seattle since December 1965.

20 8. Wood treating operations at the Sites have been similar.
21 The primary wood preservatives used were creosote and
22 pentachlorophenol ("PCP"). In addition, substantial quantities
23 of chemonite were used at West Seattle. Organic chemical
24 compounds known as polynuclear aromatic hydrocarbons ("PAHs")
25 comprise up to ninety percent of pure creosote. The following

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1 sixteen PAHs are listed as EPA priority pollutants: pyrene,
2 benzo (a) pyrene, benzo(a) anthracene, benzo (b) fluoranthene,
3 benzo (k) fluoranthene, acenaphthylene, fluorene, anthracene,
4 chrysene, phenanthrene, naphthalene, dibenzo (a,h) anthracene,
5 benzo (ghi) perylene, and indeno (1,2,3 - cd) pyrene. Creosote
6 and PCP are generally mixed with petroleum oil prior to use in
7 wood treating. Petroleum oil serves as a carrying mechanism.
8 Chemonite is a water soluble ammoniacal solution containing
9 copper, arsenic and zinc in a weight ratio of 50:25:25,
10 respectively. Chemonite is one to three percent arsenic when
11 diluted to the strength normally used at West Seattle.

12 9. Wood treating operations at the Sites have resulted in
13 soil, groundwater, surface water, and Puget Sound sediment
14 contamination with creosote, PCP and fuel oil at and/or from both
15 Sites, and with chemonite constituent metals contamination at
16 and/or from West Seattle. A significant source of contamination
17 was a "transfer table", used at each of the Sites for loading and
18 unloading retorts, which in each instance was located in a
19 shallow unlined earthen pit known as a "transfer table pit." In
20 addition, solid and hazardous waste from the Sites may have been
21 disposed of at solid waste landfills and hazardous waste
22 treatment, storage and disposal facilities.

23 10. Since 1984, EPA has issued several administrative
24 orders, some of which have been on consent, to the Wyckoff
25 Company pursuant to CERCLA, the Solid Waste Disposal Act, also

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1 known as the Resource Conservation and Recovery Act, as amended
2 ("RCRA"), 42 U.S.C. §§ 6901 - 6973, and/or the Federal Water
3 Pollution Control Act, also known as the Clean Water Act, 33
4 U.S.C. §§ 1251 - 1387 ("CWA"), and combinations thereof,
5 requiring environmental investigatory and response activities at
6 the Sites. In 1985, Wyckoff Company and certain Wyckoff
7 officials no longer associated with PSR pled guilty to violations
8 of environmental criminal statutes: Section 3008(d)(2)(A) of
9 RCRA, 42 U.S.C. 6928(d)(2)(A) (knowingly and willfully storing
10 hazardous waste at West Seattle without a RCRA permit) and
11 Sections 301(a) and 309(c) of CWA, 33 U.S.C. §§ 1311(a), 1319(c)
12 (willfully and negligently discharging pollutants from a point
13 source without a CWA permit, i.e., wood preserving residues from
14 West Seattle into the West Waterway of the Duwamish River).

15 11. The biocidal characteristics which make creosote,
16 chemonite, and commercial-grade PCP useful wood preservatives
17 also make these substances, and their associated toxic
18 impurities, inherently hazardous to human beings and most other
19 life forms. Pathways for exposure of human beings to these and
20 other hazardous substances, pollutants and contaminants
21 identified at the Sites include ingestion, inhalation and dermal
22 contact. Hazardous substances, pollutants and contaminants
23 identified at the Sites can cause a wide range of significant
24 human health effects and deleterious ecological effects.
25 Specific effects of some of these hazardous substances include:

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1 A. Benzo (a) pyrene is a mutagen, and is among the most
2 carcinogenic of the PAH group. Five of the other PAHs set
3 forth in paragraph 5 above, are suspected carcinogens. PAHs
4 generally are also associated with adverse liver and kidney
5 function, and have been reported to be mutagenic, as well as
6 immunosuppressive. Topical exposure to benzo (a) anthracene
7 has been shown to cause chronic dermatitis and other skin
8 disorders; oral exposure of both mice and rats to
9 acenaphthene may cause loss of body weight, changes in
10 peripheral blood, increased aminotransferase levels in blood
11 serum, and morphological damage to the liver and kidneys; and
12 dermal application of chrysene has produced skin tumors in
13 mice. In addition, field and laboratory studies have
14 demonstrated a variety of adverse toxic effects in aquatic
15 organisms exposed to seawater or marine sediments
16 contaminated with creosote, or one or more of its hazardous
17 constituents.

18 B. PCP toxicity in human beings is associated principally
19 with cardiovascular damage which may be lethal. Chronic PCP
20 exposure has been demonstrated to cause hepatic and renal
21 damage and/or dysfunction, chloracne, headaches, muscular
22 weakness and weight loss. PCP preparations may be
23 contaminated with polychlorinated dibenzodioxins ("PCDDs")
24 and polychlorinated dibenzofurans ("PCDFs") which are human
25 carcinogens. PCP is also acutely lethal to a variety of

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1 aquatic as well as terrestrial biota, and is associated with
2 many sublethal adverse effects in chronically exposed
3 organisms.

4 C. Exposure to arsenic, classified as a Group A carcinogen
5 by EPA, increases the incidence of skin, lung, liver and
6 lymphoid cancer. It has been observed to cause chromosomal
7 breakage, cytotoxic and mutagenic effects when tested in
8 vitro. Chronic and subchronic exposures have been shown to
9 cause carcinogenesis, cardiovascular disease, neurological
10 disorders, various dermatoses including hyperpigmentation,
11 disquamation and hair loss, hematopoietic depression,
12 anhydremia, liver damage, sensory disturbances, and distal
13 sensorimotor neuropathy with axonal degeneration. In
14 addition, studies have shown adverse toxic effects in aquatic
15 organisms exposed to seawater or marine sediments
16 contaminated with arsenic, zinc and copper.

17 VI. CONCLUSIONS OF LAW

18 12. A. Each of the Sites is a "facility," as defined in
19 Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

20 B. Each of the Settling Defendants is a "person" as
21 defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

22 C. PCP, PAHs, arsenic and other substances listed in
23 paragraphs 8 and 11 above, are "hazardous substances" as defined
24 in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14) of CERCLA.

25 D. These hazardous substances have been released at

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1 and/or from the Sites into soil, groundwater, and Puget Sound
2 sediments, as the term "release" is defined in Section 101(22) of
3 CERCLA, 42 U.S.C. § 9601(22). The potential for future migration
4 of hazardous substances from the Sites constitutes a threat of
5 release.

6 E. The release and threat of additional releases of one
7 or more hazardous substances at or from the Sites may present an
8 imminent and substantial endangerment to the public health or
9 welfare or the environment.

10 F. The contamination and endangerment at the Sites
11 constitutes an indivisible injury. The response actions to be
12 funded pursuant to this Consent Decree are necessary to protect
13 the public health, welfare, and the environment.

14 G. EPA, in accordance with its statutorily imposed
15 regulatory responsibilities, and acting in its regulatory
16 capacity, has determined that public health and welfare and the
17 environment shall be advanced by this Decree. EPA, its agents,
18 employees, and/or consultants are not, and shall not be, an
19 operator, within the meaning of CERCLA or RCRA, of either Site,
20 as a result of activities under this Consent Decree.

21 VII. EPA ORDERS/FUTURE OF PSR

22 13. Nothing in this Consent Decree shall prevent EPA from
23 issuing administrative orders to the Environmental Trust or to
24 PSR following the entry of this Decree, mandating cooperation
25 with EPA in its performance of response activities at the Sites,

1 or other injunctive relief with respect to the Sites. This
2 Consent Decree supersedes all outstanding administrative orders
3 previously issued by EPA with respect to the Sites. Any future
4 administrative orders issued by EPA to the Environmental Trust
5 with respect to the Sites shall not be reviewable under the
6 dispute resolution provisions of this Consent Decree, or by any
7 other means. Upon entry of this Decree, PSR will continue to
8 exist as a lawful corporation with Individual Settling Defendant
9 Ted G. DePriest as its sole officer and director. However, upon
10 entry of this Decree, Ted G. DePriest, as the sole PSR director,
11 shall recommend the dissolution of PSR to the Environmental
12 Trust, the sole shareholder of PSR. In accordance with
13 Attachment "C" hereto, the Environmental Trust shall approve the
14 proposal to dissolve PSR, and the dissolution of PSR shall be
15 effected in accordance with Chapter 23B.14 of the Revised Code of
16 Washington ("RCW") and this Consent Decree.

17 VIII. OBLIGATIONS OF INDIVIDUAL SETTLING DEFENDANTS

18 14. Individual Settling Defendants certify to the best of
19 their knowledge, information and belief that Attachment "E"
20 fairly presents the financial position and condition of PSR,
21 including PSR's liabilities, contingent or otherwise, except
22 environmental liabilities, and PSR's material assets. Included
23 in Attachment E are PSR financial statements for 1988 through
24 1992, which have previously been supplied to the United States,
25 and financial statements for the period ended June 30, 1993.

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1 Individual Settling Defendants also certify to the best of their
2 knowledge, information and belief that there are no facts or
3 circumstances which have not been disclosed to Plaintiffs which
4 may, alone or in the aggregate, reasonably be expected to have a
5 material adverse impact on the financial position or condition of
6 PSR. For purposes of this paragraph, "material adverse impact"
7 is defined as \$20,000.

8 15. Individual Settling Defendants Tom L. Wyckoff, Margo G.
9 Wyckoff and Susan Wyckoff Mullen agree to transfer all shares,
10 ownership rights and interests in PSR to the Environmental Trust
11 upon entry of this Decree. Individual Settling Defendants
12 Charles S. Mullen and Susan Wyckoff Mullen agree to resign as
13 directors of PSR, and Charles S. Mullen agrees to resign as
14 secretary of PSR. Individual Settling Defendant Ted G. DePriest
15 agrees to become an employee of the Environmental Trust, pursuant
16 to the Employment Agreement attached to this Decree as Exhibit
17 "F", for the purposes of assisting the Environmental Trust in
18 liquidating all PSR assets, and in complying with the reporting
19 requirements set forth in this Decree.

20 IX. OBLIGATIONS OF THE ENVIRONMENTAL TRUST

21 16. All assets and resources of PSR shall be liquidated and
22 the proceeds therefrom shall be disbursed by the Environmental
23 Trust pursuant to the Liquidation Plan. Such proceeds from this
24 liquidation which are exclusively for the benefit of Plaintiffs
25 shall be paid as follows: One half into the United States

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1 Hazardous Substance Superfund Trust ("Fund") in the manner set
2 forth below, and the other one-half into the registry of this
3 court, as set forth in the Liquidation Plan, and in accordance
4 with the Memorandum of Agreement ("MOA") among the Plaintiffs,
5 Attachment "A" hereto. The MOA was entered into by the
6 Plaintiffs to ensure that settlement proceeds would be applied
7 toward both environmental response and natural resource
8 restoration goals. Proceeds payable to the Fund shall be paid by
9 Electronic Funds Transfer ("EFT" or wire transfer) to the U.S.
10 Department of Justice ("DOJ") lockbox bank, referencing DOJ Case
11 Number 90-7-1-525, and the EPA Region and Site/Spill ID# 10xx.
12 Payments by EFT must be received at the DOJ lockbox bank by 4
13 p.m. (Eastern Time) to be credited on that day. The
14 Environmental Trust shall forward copies of the EFT to: 1)
15 Chief, Environmental Enforcement Section, Environment and Natural
16 Resources Division, U.S. Department of Justice, P.O. Box 7611,
17 Ben Franklin Station, Washington, D.C. 20044, Re: DJ # 90-7-1-
18 525; 2) EPA Project Coordinator, PSR Consent Decree, HW-113, and
19 3) EPA Region X Hearing Clerk, SO-155, 1200 Sixth Avenue,
20 Seattle, WA 98101.

21 17. Unless otherwise instructed by EPA, the Environmental
22 Trust and PSR shall use best efforts to:

23 A. Maximize the amount of funds paid into the Fund and
24 the registry of this court, consistent with this Consent Decree.

25 B. Pay all property taxes in a timely manner and

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1 maintain fire and casualty insurance in an amount equal to the
2 fair market value of each insured property specified below, and
3 Comprehensive General Liability insurance with policy limits of
4 at least One Million Dollars (\$1,000,000) per person, unless
5 otherwise directed by EPA, on:

6 i. all non-wood treating real property held by the
7 Environmental Trust until such property has been liquidated in
8 accordance with this Consent Decree; and

9 ii. the former wood treating facility at Eagle
10 Harbor.

11 C. Assist the Plaintiffs in accomplishing their
12 environmental cleanup and natural resource restoration goals and
13 plans for the Sites, including, but not limited to, promptly
14 complying with any requests for information and data which they
15 may deem necessary to implement this Consent Decree, and granting
16 the United States unlimited access to all PSR property at the
17 Wyckoff/Eagle Harbor Superfund Site at all times for the purpose
18 of taking such response actions as the United States may deem
19 appropriate. An Access Agreement executed by PSR and the
20 Environmental Trustee is attached to this Consent Decree as
21 Attachment "G".

22 18. Unless otherwise directed by EPA, Settling Defendant Ted
23 G. DePriest as employee of the Environmental Trust, or his
24 successor, shall prepare and submit complete and accurate reports
25 to EPA by the tenth (10th) day of each month following entry of

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1 this Decree documenting implementation of the Liquidation Plan.

2 19. Unless otherwise directed by EPA, Settling Defendant Ted
3 G. DePriest shall prepare and submit complete and accurate
4 financial reports to EPA within thirty (30) days following entry
5 of this Decree, covering the period from December 31, 1992 until
6 entry of this Decree. These reports shall include

7 (a) A detailed income statement;

8 (b) A balance sheet;

9 (c) A statement of cash flow;

10 (d) A report of compensation paid to employees,
11 officers and directors, by individual and job classification;

12 (e) A report detailing any transactions with Settling
13 Defendants; and

14 (f) A schedule of all accounts and notes receivable and
15 payable.

16 The schedules of accounts receivable and payable shall list the
17 name, date and amount of all accounts, and accounts payable shall
18 include a description of each transaction which created the
19 liability. All financial reports required by this Section IX of
20 this Consent Decree shall be prepared in accord with Generally
21 Accepted Accounting Principles ("GAAP"); and Settling Defendant
22 Ted G. DePriest shall sign the financial reports submitted to EPA
23 and shall certify that they are complete and accurate to the best
24 of his knowledge, information and belief. The financial reports
25 shall be reviewed by an independent certified public accounting

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1 firm acceptable to EPA, and shall state in its transmittal letter
2 with respect to the required annual reports and the final reports
3 whether it is aware of any material modifications that should be
4 made in the reports for them to be in conformity with GAAP. Upon
5 request, the United States or its representatives may review the
6 accountants' working papers or interview the accountants.

7 20. Unless otherwise directed by EPA, Settling Defendant Ted
8 G. DePriest as employee of the Environmental Trust, or his
9 successor, shall prepare and submit complete and accurate
10 financial reports to EPA by the tenth (10th) day of each month
11 following entry of this Decree. These reports shall include

12 (g) A detailed income statement;

13 (h) A balance sheet;

14 (i) A statement of cash flow;

15 (j) A report detailing compensation paid to the Trustee
16 or other Trust employees;

17 (k) A report detailing any transactions with Settling
18 Defendants;

19 (l) A schedule of all accounts and notes receivable and
20 payable; and

21 (m) A schedule of all cash receipts and disbursements.

22 The income statement shall be compiled on a monthly and year-to-
23 date basis. The schedules of accounts receivable and payable
24 shall list the name, date and amount of all accounts. All
25 financial reports shall be prepared in accord with GAAP.

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1 Settling Defendant DePriest as employee of the Environmental
2 Trust, or his successor, shall sign the financial reports
3 submitted to EPA and shall certify that they are complete and
4 accurate to the best of his knowledge, information and belief.

5 21. Settling Defendant Ted G. DePriest as employee of the
6 Environmental Trust, or his successor, shall maintain a complete
7 log of all inquiries, discussions and negotiations for sale of
8 any PSR asset, including the identity of the persons involved,
9 company affiliation, address, telephone number, date of the
10 communication, summary of the communication and the identity of
11 the asset.

12 22. Settling Defendant Ted G. DePriest as employee of the
13 Environmental Trust, or his successor, shall prepare and submit
14 to EPA within ten (10) days following liquidation of all PSR
15 property and completion of the Liquidation Plan a final report
16 documenting performance of the Liquidation Plan. This report
17 shall include:

18 (n) A detailed income statement;

19 (o) A balance sheet;

20 (p) A statement of cash flow;

21 (q) Documentation of all sales of real property and personal
22 property having a fair market value of over \$20,000, including
23 the date of the sale, the buyer and the consideration paid. The
24 final report shall be prepared in accord with GAAP. Settling
25 Defendant DePriest as employee of the Environmental Trust, or his

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1 successor, shall sign the final report and shall certify that it
2 is complete and accurate to the best of his knowledge,
3 information and belief.

4 23. Except as specifically set forth in the Liquidation Plan
5 attached to this Decree, PSR and the Environmental Trust are
6 prohibited from engaging in the following activities without
7 prior written approval from EPA:

8 A. Entering into new contracts or extensions of
9 existing contracts;

10 B. Obtaining additional loans;

11 C. Conducting any financial transactions with officers,
12 directors, Settling Defendants or affiliated persons;

13 D. Directly or indirectly agreeing to create, incur,
14 assume or permit or creating, incurring, assuming or permitting
15 any lien on, or with respect to, any property or other assets,
16 whether currently owned or hereafter acquired, or any income or
17 profits therefrom;

18 E. Paying dividends or making any other distribution to
19 any shareholders;

20 F. Loaning any funds or any asset, or guaranteeing in
21 any manner the debt of any other entity or individual;

22 G. Making expenditures or utilizing credit for
23 purchases totalling in excess of \$5,000 in any one week;

24 H. Purchase of assets in excess of \$5,000 in any one
25 week;

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1 I. Selling any assets or services other than in the
2 ordinary course of business; or

3 J. Accepting orders for woodtreating goods or services.

4 24. Promptly upon receipt thereof, the Environmental Trust
5 shall submit copies of all accountants' reports, including
6 without limitation any comment or management letters regarding
7 any accountants' annual review, to Plaintiffs.

8 25. Immediately upon service of process instituting any
9 action, suit, proceeding, governmental investigation or notice of
10 violation by any governmental agency other than EPA, or any
11 arbitration or other alternative dispute resolution procedure, by
12 or against PSR or the Environmental Trust, or any of its
13 properties or other assets, PSR or the Environmental Trust shall
14 submit notice thereof to Plaintiffs.

15 26. Plaintiffs shall have access to all Environmental Trust
16 personnel, books and records during normal business hours for
17 purposes of evaluating the Environmental Trust's financial status
18 or compliance with this Decree.

19 27. If, despite the best efforts of PSR, the Environmental
20 Trust and Settling Defendant Ted G. DePriest, any Settling
21 Defendant concludes PSR must file a petition in bankruptcy or
22 request a receiver, unless otherwise required by law, such
23 Settling Defendant(s) shall submit written notice of such
24 decision to EPA within five (5) days after such decision is made
25 and shall use best efforts to ensure such notice is given to EPA

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1 not less than sixty (60) days prior to any intended bankruptcy
2 filing or request for a receiver. Such Settling Defendant(s)
3 shall submit any and all documentation or other information which
4 supports the decision to seek protection of the bankruptcy court
5 or a receiver with the written notice to EPA for review. Any
6 such filing or request submitted or supported on behalf of PSR,
7 including any submission by a trustee in bankruptcy to the
8 bankruptcy court or other court shall seek to accomplish the
9 goals of this Consent Decree, and shall to the greatest extent
10 possible incorporate the terms of this Consent Decree. PSR and
11 the Environmental Trustee, or a trustee in bankruptcy shall agree
12 to any filing or request by any Plaintiff to such court which
13 incorporates or implements the terms of this Consent Decree, or
14 which seeks to accomplish the goals of this Consent Decree,
15 unless otherwise required by law.

16 28. Notwithstanding any provision of this Consent Decree,
17 Plaintiffs retain all of their access and information gathering
18 authorities and rights, including enforcement authorities related
19 thereto, under CERCLA, RCRA, and any other applicable laws or
20 regulations.

21 X. REAL PROPERTY SALES

22 29. The Liquidation Plan shall include a written Real
23 Property Marketing Plan ("RPMP") which shall set forth a proposal
24 for marketing all PSR real property, other than the Sites, for
25 sale at fair market value on terms acceptable to EPA.

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1 30. The Environmental Trust shall offer all real property
2 included in the RPMP for sale. Whenever an offer is made by a
3 prospective purchaser, the Environmental Trust shall immediately
4 notify EPA in writing. EPA shall determine, in its non-
5 reviewable discretion, whether the offer should be accepted or
6 rejected, or whether a counter proposal should be made, and the
7 terms thereof.

8 31. Any agents employed by the Environmental Trust to
9 implement the RPMP shall make the United States a third party
10 beneficiary of any contracts entered into on behalf of the
11 Environmental Trust, including contracts with any commercial
12 realtor.

13 XI. COVENANTS NOT TO SUE BY THE UNITED STATES

14 32. For purposes of this Section of this Consent Decree,
15 "Covered Matters" shall include any civil liability to Plaintiffs
16 arising out of the release or threatened release of hazardous
17 substances, pollutants or contaminants at or from the Sites which
18 occurred or existed prior to the entry of this Consent Decree
19 ("Existing Conditions").

20 33. Subject to Sections XII (Reservation Of Rights) and
21 XVIII (Termination) of this Consent Decree, Plaintiffs covenant
22 not to file a civil action or take administrative action against
23 Individual Settling Defendants Ted G. DePriest and Karin DePriest
24 and their marital community, Tom L. Wyckoff and Margo G. Wyckoff
25 and their marital community, and Susan Wyckoff Mullen and Charles

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1 S. Mullen and their marital community, or any of them, under
2 CERCLA or section 7003 of RCRA, 42 U.S.C. § 6973, for Covered
3 Matters, subject to the contingency set forth in Paragraph 34
4 below, and provided that said Individual Settling Defendants
5 perform their respective obligations under this Consent Decree;
6 and provided further that the covenant not to sue granted to
7 Settling Defendants DePriest shall not vest until Ted G. DePriest
8 has performed his duties as employee of the Environmental Trust,
9 as set forth in this Decree.

10 34. The covenants not to sue set forth in the preceding
11 Paragraph are contingent upon the truthfulness of information
12 provided to Plaintiffs by the Individual Settling Defendants
13 through affidavits. In the event Plaintiffs, or any of them,
14 believe an Individual Settling Defendant(s) made a material
15 misrepresentation in an affidavit, or failed to perform their
16 respective obligations under this Consent Decree, Plaintiffs, or
17 any of them, may seek to withdraw or modify the covenant(s) not
18 to sue by:

19 (a) giving written notice to such Individual Settling
20 Defendant(s) setting forth the basis of the claim that the
21 covenant(s) not to sue should be withdrawn or modified; and

22 (b) instituting proceedings in this court against such
23 Settling Defendant(s) for recovery of Response Costs and such
24 other claims against such Individual Settling Defendant(s) that
25 Plaintiffs, or any of them, may have. In such proceedings, the

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1 parties agree to jointly petition the court for an expedited
2 determination of the validity of such Individual Settling
3 Defendant(s)' covenant not to sue, including an expedited
4 evidentiary hearing or such other proceedings as this court deems
5 necessary to resolve all legal and factual issues material to
6 determining the validity of the covenant not to sue.

7 35. In any action by Plaintiffs, or any of them, against an
8 Individual Settling Defendant(s), if such Individual Settling
9 Defendant(s) asserts the covenant not to sue in this Section as
10 an affirmative defense, such Settling Defendant(s) shall have the
11 burden of proving that Settling Defendant(s) did not violate this
12 Consent Decree as alleged by Plaintiffs, or any of them, in the
13 pleading described in Paragraph 34 above, instituting action
14 against such Individual Settling Defendant(s).

15 36. If a covenant not to sue is withdrawn or modified by
16 this court with respect to an Individual Settling Defendant, such
17 Individual Settling Defendant may plead any defense he/she may
18 have, including laches, waiver, estoppel, or lack of
19 jurisdiction; provided however, that any statute of limitations
20 or other time limitation respecting claims by Plaintiffs against
21 such Individual Settling Defendant(s) are tolled in their
22 entirety until six (6) months after the covenant not to sue has
23 been withdrawn or modified. Each Individual Settling Defendant
24 waives any defense relating to statutes of limitations, laches or
25 timeliness based on the time between entry of this Decree and six

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1 (6) months after withdrawal or modification of his/her covenant
2 not to sue by this court.

3 37. Any dispute between Plaintiffs, or any of them, and any
4 Individual Settling Defendant(s) with respect to this Section
5 shall be within the exclusive jurisdiction of this court, and the
6 Section XVI (Dispute Resolution) of this Decree shall not apply.

7 XII. RESERVATION OF RIGHTS

8 38. Nothing in this Consent Decree is intended as a release
9 from or covenant not to sue for any claim or cause of action,
10 administrative or judicial, civil or criminal, past or future, in
11 law or in equity, which Plaintiffs, or any of them, may have
12 against any person, firm, corporation other than the Individual
13 Settling Defendants given covenants not to sue as set forth in
14 Section XI of this Consent Decree.

15 XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

16 39. Nothing in this Consent Decree shall be construed to
17 create any rights in, or grant any cause of action to, any person
18 not a party to this Consent Decree. The preceding sentence shall
19 not be construed to waive or nullify any rights that any person
20 not a signatory to this Consent Decree may have under applicable
21 law. All of the Parties expressly reserve any and all rights
22 (including, but not limited to, any right to contribution),
23 defenses, claims, demands, and causes of action which they may
24 have with respect to any matter, transaction, or occurrence
25 relating in any way to the Sites against any Persons not Parties

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1 to this Consent Decree.

2 40. With regard to claims for contribution against Settling
3 Defendants for matters addressed in this Consent Decree, the
4 Parties hereto agree that Settling Defendants are entitled to the
5 full extent of protection from contribution actions or claims
6 provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2).

7 41. Settling Defendants agree that, with respect to any suit
8 or claim for contribution brought by them for matters related to
9 this Consent Decree, they will notify Plaintiffs in writing no
10 later than sixty (60) days prior to the initiation of such suit
11 or claim.

12 42. Settling Defendants agree that, with respect to any suit
13 or claim for contribution, or on any other basis, brought against
14 them for matters related to this Consent Decree, they will notify
15 Plaintiffs in writing within ten (10) days after service of any
16 complaint on them. In addition, Settling Defendants shall notify
17 Plaintiffs within ten (10) days of service or receipt of any
18 Motion for Summary Judgment in such an action, and within ten
19 (10) days of receipt of any order from a court setting a case for
20 trial.

21 XIV. COVENANTS BY SETTLING DEFENDANTS

22 43. Settling Defendants hereby covenant not to sue and agree
23 not to assert any claims or causes of action against Plaintiffs,
24 or any of them, with respect to the Sites or this Consent Decree,
25 including, but not limited to, any direct or indirect claim for

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1 reimbursement from the Hazardous Substance Superfund (established
2 pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through
3 Sections 106(b)(2), 111, 112, 113 of CERCLA, 42 U.S.C. §§
4 9606(b)(2), 9611, 9612, 9613, or any other provision of law; any
5 claim against any department, agency or instrumentality of the
6 United States under Sections 107 or 113 of CERCLA, 42 U.S.C. §§
7 9607 or 9613, or any subdivision of either tribe, related to the
8 Sites; or any claims arising out of response activities at the
9 Sites. Nothing in this Consent Decree shall be deemed to
10 constitute preauthorization of a claim within the meaning of
11 Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R.
12 § 300.700(d).

13 XV. PUBLIC COMMENT

14 44. This Consent Decree shall be subject to a thirty (30)
15 day public comment period from the date of notice in the Federal
16 Register. Plaintiffs, or any of them, may withdraw consent to
17 this Consent Decree if comments received disclose facts or
18 considerations which indicate that this Consent Decree is
19 inappropriate, improper, or otherwise inadequate. Settling
20 Defendants consent to the entry of this Consent Decree without
21 further notice.

22 XVI. DISPUTE RESOLUTION

23 45. Unless otherwise expressly provided in this Consent
24 Decree, the dispute resolution procedures of this Section shall
25 be the exclusive mechanism to resolve disputes arising under or

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1 with respect to all provisions of this Consent Decree; however,
2 this Section shall not apply to actions by Plaintiffs, or any of
3 them, to enforce obligations by Settling Defendants which have
4 not been disputed in accordance with this Section.

5 46. Any such dispute shall in the first instance be the
6 subject of informal negotiations between the parties to the
7 dispute. The period for informal negotiations shall not exceed
8 twenty (20) days from the time the dispute arises, unless it is
9 extended by agreement of the parties to the dispute. The dispute
10 shall be considered to have arisen when one party notifies the
11 other parties in writing that there is a dispute.

12 47. If the parties to the dispute cannot resolve the dispute
13 by informal negotiations, the position advanced by Plaintiffs, or
14 any of them, shall be considered binding unless, within ten (10)
15 days after the conclusion of the informal negotiation period, one
16 or more of the Settling Defendants ("Disputing Defendant(s)")
17 invoke the formal dispute resolution procedures of this Section
18 by serving a written statement of position on the matter in
19 dispute upon EPA, including, but not limited to, any data,
20 analysis or opinion supporting that position and any
21 documentation relied upon by the Disputing Defendant(s). Formal
22 dispute resolution shall be conducted pursuant to the procedures
23 set forth in the remainder of this Paragraph.

24 A. An administrative record of the dispute shall be
25 maintained by EPA and shall include all statements of position,

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1 including all supporting documentation submitted pursuant to this
2 Section.

3 B. After receipt of the statement of position submitted
4 by the Disputing Defendant(s) pursuant to this Paragraph, EPA
5 will serve its statement of position on the Disputing
6 Defendant(s), including, but not limited to, any data, analysis,
7 or opinion supporting that position and all supporting
8 documentation relied upon by EPA, in response to the statement of
9 position of the Disputing Defendant(s). EPA may, in its non-
10 reviewable discretion, allow submission of supplemental
11 statements of position by the parties to the dispute.

12 C. The EPA Region 10 Hazardous Waste Division Director
13 ("Director"), will issue a final administrative decision
14 resolving the dispute which shall be based on the administrative
15 record described in subparagraph "A" above, of this Paragraph.
16 This decision shall be binding upon the Disputing Defendant(s).

17 D. Any judicial review of the final administrative
18 decision of the Director shall be limited to whether the
19 Director's decision was arbitrary and capricious, or otherwise
20 not in accordance with law.

21 XVII. RETENTION OF JURISDICTION

22 48. This Court retains jurisdiction over both the subject
23 matter of this Consent Decree and Settling Defendants for the
24 effective period of this Consent Decree for the purpose of
25 enabling any of the Parties to apply to the Court at any time for

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1 such further order, direction, and relief as may be necessary or
2 appropriate for the construction or modification of this Consent
3 Decree, or to effectuate or enforce compliance with this Consent
4 Decree, or to resolve disputes in accordance with this Consent
5 Decree.

6 XVIII. MODIFICATION

7 49. No material modification shall be made to this Consent
8 Decree without written notification to and written approval of
9 the Plaintiffs, Settling Defendants, and the Court. However, the
10 Environmental Trustee may modify Attachments "C" (Environmental
11 Trust) and "D" (Liquidation Plan) upon written approval by EPA.

12 50. Nothing in this Section shall be deemed to alter the
13 Court's power to supervise or modify this Consent Decree.

14 XIX. TERMINATION

15 51. This Consent Decree shall terminate upon certification
16 by Plaintiffs to this court that environmental response actions
17 and natural resource restoration at the Sites have been
18 completed, such that no further environmental cleanup or natural
19 resource restoration at or of either of the Sites is necessary.

20 52. If termination occurs following certification by
21 Plaintiffs, as set forth in the preceding Paragraph, Sections XI
22 (Covenants Not To Sue), XII (Reservation Of Rights), XIII (Effect
23 of Settlement/ Contribution Protection), and XIV (Covenants By
24 Settling Defendants) of this Decree shall survive such
25 termination. However, if this Decree is terminated for any

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1 reason without such certification, those Sections, or portions
2 thereof, of this Consent Decree which this court finds it shall
3 be just, equitable and proper to survive termination hereof,
4 shall so survive.

5 XX. NOTICE TO STATE

6 53. Notice of negotiations of this Consent Decree with
7 Settling Defendants was given to the State of Washington through
8 its Department of Ecology ("Ecology"). A copy of this Consent
9 Decree has been provided to Ecology.

10 XXI. SIGNATORIES

11 54. Each Individual Settling Defendant to this Consent
12 Decree shall sign this Consent Decree for him/herself. The
13 undersigned representatives of PSR, the Environmental Trust, the
14 Assistant Attorney General for Environment and Natural Resources
15 of the Department of Justice of the United States, and the
16 Suquamish and Muckleshoot tribal representatives, each certifies
17 that he/she is fully authorized to enter into this Consent Decree
18 and to execute and legally bind the party he/she represents to
19 this Consent Decree.

20 55. Each Settling Defendant hereby agrees not to oppose
21 entry of this Consent Decree by this Court or to challenge any
22 provision of this Consent Decree unless Plaintiffs, or any of
23 them, notifies Settling Defendants in writing that it no longer
24 supports entry of this Consent Decree.

25 56. Each Settling Defendant shall identify, on the attached

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

10 XXII. EFFECTIVE DATE

11 57. The effective date of this Consent Decree shall be the
12 date of entry by this Court. Public comment shall be had as set
13 forth in Section XV of this Consent Decree.

14
15 SO ORDERED THIS 29th DAY OF August, 1994.

16
17 Barbara J. Robinson
18 United States District Judge
19
20
21
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26

27 U.S. Department of Justice
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28 (206) 526-6604

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of United States v. Pacific Sound Resources, Inc. et al.

3 FOR THE UNITED STATES OF AMERICA
4

5
6 Date: 4/19/84

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

10
11 Date: _____

12 GERALD A. EMISON
13 Acting Regional Administrator,
14 Region 10
15 U.S. Environmental Protection Agency
16 1200 Sixth Avenue
Seattle, WA 98101

17 FOR NATIVE AMERICAN NATURAL RESOURCE TRUSTEES
18

19 Date: _____

20 The Suquamish Tribe

21
22 Date: _____

23 The Muckleshoot Indian Tribe
24
25
26

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of United States v. Pacific Sound Resources, Inc. et al.

3 FOR THE UNITED STATES OF AMERICA
4
5

6 Date: _____

7 LOIS J. SCHIFFER
8 Acting Assistant Attorney General
9 Environment and Natural Resources
10 Division
11 U.S. Department of Justice
12 Washington, D.C. 20530

11 Date: 9-30-83

12 GERALD A. EMISON
13 Acting Regional Administrator,
14 Region 10
15 U.S. Environmental Protection Agency
16 1200 Sixth Avenue
17 Seattle, WA 98101

17 FOR NATIVE AMERICAN NATURAL RESOURCE TRUSTEES
18
19

20 Date: _____

21 The Suquamish Tribe

22 Date: _____

23 The Muckleshoot Indian Tribe
24
25
26
27
28

1 FOR THE UNITED STATES OF AMERICA

2
3 Date: 7/28/99

4 Steven A. Herman
5 STEVEN A. HERMAN
6 Assistant Administrator for
7 Enforcement
8 U.S. Environmental Protection Agency
9 401 M Street, S.W. (mailcode 2211)
10 Washington, D.C. 20460
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28 CONSENT DECREE - 36A


1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of United States v. Pacific Sound Resources, Inc. et al.

3 FOR THE UNITED STATES OF AMERICA
4
5

6 Date: _____

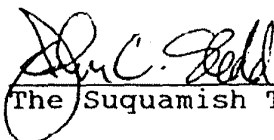
7 LOIS J. SCHIFFER
8 Acting Assistant Attorney General
9 Environment and Natural Resources
10 Division
11 U.S. Department of Justice
12 Washington, D.C. 20530

13 Date: 9-30-13

14 
15 GERALD A. EMISON
16 Acting Regional Administrator,
17 Region 10
18 U.S. Environmental Protection Agency
19 1200 Sixth Avenue
20 Seattle, WA 98101

21 FOR NATIVE AMERICAN NATURAL RESOURCE TRUSTEES
22

23 Date: 4/13/94

24  TRIBAL ATTORNEY
25 The Suquamish Tribe

26 Date: _____

27 The Muckleshoot Indian Tribe
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of United States v. Pacific Sound Resources, Inc. et al.

3 FOR THE UNITED STATES OF AMERICA
4
5

6 Date: _____

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

11 Date: _____

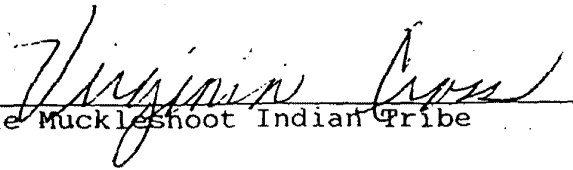
GERALD A. EMISON
Acting Regional Administrator,
Region 10
U.S. Environmental Protection Agency
1200 Sixth Avenue
Seattle, WA 98101

17 FOR NATIVE AMERICAN NATURAL RESOURCE TRUSTEES
18
19

20 Date: _____

The Suquamish Tribe

22 Date: 4-14-94


The Muckleshoot Indian Tribe

FOR PACIFIC SOUND RESOURCES, INC.:

Date: September 29, 1993

Ted G. DePriest

TED G. DePRIEST, President and CEO
Pacific Sound Resources, Inc.
2801 S.W. Florida Street
Seattle, WA 98126

FOR PACIFIC SOUND RESOURCES ENVIRONMENTAL TRUST:

Date: 9/30/93

Al Lowe

AL LOWE, Trustee ~~NOMINEE~~
Pacific Sound Resources
Environmental Trust

INDIVIDUAL SETTLING DEFENDANTS:

Date: September 25, 1993

Susan Wyckoff Mullen
SUSAN WYCKOFF MULLEN

Date: September 29, 1993

Charles S. Mullen
CHARLES S. MULLEN

Date: September 29, 1993

Dr. Tom L. Wyckoff
DR. TOM L. WYCKOFF

Date: September 29, 1993

Margo G. Wyckoff
MARGO G. WYCKOFF

Date: September 29, 1993

Ted G. DePriest
TED G. DePRIEST

Date: September 29, 1993

Karin DePriest
KARIN DePRIEST

CONSENT DECREE - 37

1 Agent Authorized to Accept Service on Behalf of All Settling
2 Defendants:

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4 Heller, Ehrmann, White & MacAuliffe
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7 Seattle, WA 98104
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