

1 of the Fish and Wildlife Service of the United States Department of the Interior ("FWS") and the
2 National Oceanic and Atmospheric Administration of the United States Department of
3 Commerce ("NOAA"), the Washington Department of Ecology on behalf of the State of
4 Washington, and the Tulalip Tribes of Washington, as their respective interests appear in the
5 complaint, including as trustees for natural resources (collectively referred to as "Plaintiffs") and
6 defendant Waste Management of Washington, Inc., f/k/a Washington Waste Hauling and
7 Recycling, Inc. (hereinafter "Settling Defendant").

8 **I. INTRODUCTION**

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

18 2. The Plaintiffs allege that in 1964, The Tulalip Tribes, a Section 17 Corporation
19 federal corporation chartered pursuant to Section 17 of the Indian Reorganization Act, as
20 amended, 25 U.S.C. § 477, leased the Site to Seattle Disposal Company for a period of 10 years.
21 The lease was renewed in 1972. From 1964 to 1979, Seattle Disposal Company, its general
22 partners J. Razore, J. Banchemo, and other partners, and Marine Disposal Company, operated the
23 Site, then known as the "Big Flats Landfill," as a disposal site for commercial and industrial
24 waste. The Plaintiffs allege that waste material collected in King County, Snohomish County,
25 and communities in and around the Puget Sound region, including waste materials containing

1 hazardous substances generated or transported by the Settling Defendant, was delivered to the
2 Site by a variety of methods. In 1979, the landfill was closed and capped pursuant to the Rivers
3 and Harbors Act of 1899, 33 U.S.C. §§ 403 and 407, and the Federal Water Pollution Control
4 Act, 33 U.S.C. §§ 1311, 1319, 1342, and 1344, pursuant to a consent decree entered in the
5 United States District Court for the Western District of Washington on October 19, 1977, No.
6 C77-721M. Additional capping materials, including construction debris and earthen materials,
7 were placed on the source area by other parties after the 1979 consent decree closure, pursuant to
8 the NPDES permit.

9 3. The Plaintiffs allege that hazardous substances within the definition of Section
10 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act
11 ("CERCLA"), 42 U.S.C. § 9601(14), MTCA, RCW 70.105D.020(7), have been released into the
12 environment from the Site. Hazardous substances have been found in soils in and around the
13 Site, in sediments around the Site, in leachate emanating from the Site, and in ground water at the
14 Site. Hazardous substances of concern found in soils and sediments include benzo(a)anthracene,
15 benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, bis(2-ethylhexyl)phthalate,
16 chrysene, 1,4-dichlorobenzene, fluoranthene, fluorine, naphthalene, N-nitroso-di-n-propylamine,
17 polychlorinated biphenyls (PCBs), and pyrene. Metals were also found at the Site, including
18 arsenic, lead, and chromium. Samples of leachate flowing from the Site have shown levels of
19 arsenic, barium, cadmium, iron, zinc, manganese, toluene, ethylbenzene, PCBs, and
20 acenaphthene.

21 4. The Plaintiffs allege that, as a result of these alleged releases of hazardous
22 substances, injuries to, destruction or losses of natural resources have occurred at the Site, and
23 that such injuries, destruction or losses are compensable under Section 107(a)(4)(C) of
24 CERCLA, 42 U.S.C. § 9607(a)(4)(C), and the Model Toxics Control Act ("MTCA"), Ch.
25 70.105D RCW.

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

6 6. The Settling Defendant denies the allegations in the complaint in this action,
7 including any and all allegations of liability and disputes the waste volumes attributed to it in
8 EPA's volumetric report.

9 7. The purposes of this Consent Decree are to resolve the liability of the Settling
10 Defendant for claims for Natural Resource Damages resulting from releases of hazardous
11 substances at or from the Tulalip Landfill and to protect the Settling Defendant against claims for
12 contribution regarding Covered Matters.

13 8. The United States, the Tulalip Tribes of Washington, and Settling Defendant have
14 stipulated to the amendment of the Tulalip Landfill Superfund Site Consent Decree with
15 Washington Waste Hauling & Recycling, Inc., the Tulalip Section 17 Corporation, and the
16 Tulalip Tribes of Washington, entered by this Court on March 19, 1998 (cause no. C97-1642Z),
17 including changing Paragraph 22, line 17, to read: "for two (2) years and such additional time
18 until transfer is complete." and deleting the remainder of that line and lines 18-20.

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

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28 Consent Decree for
Natural Resource Damages

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

3 **II. PARTIES**

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

7 11. The "Tulalip Tribes of Washington" is a federally recognized Indian tribe
8 organized under Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C. §
9 476, and is the successor in interest to the Snohomish, Snoqualmie, Skykomish and other tribes
10 and bands party to the Treaty of Point Elliot.

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

14 13. "The State of Washington" or "the State" means the State of Washington,
15 including inter alia all departments, administrations, natural resource trustees and agencies
16 thereof.

17 14. "Settling Defendant" means defendant and signatory to this Consent Decree Waste
18 Management of Washington, Inc., f/k/a Washington Waste Hauling and Recycling, Inc.

19 **III. JURISDICTION**

20 15. This Court has jurisdiction over this Consent Decree under Sections 107(a) and
21 113(b) of CERCLA, 42 U.S.C. §§ 9607(a) & 9613(b), 28 U.S.C. §§ 1331 & 1345, and
22 supplemental jurisdiction over state law claims as set forth in 28 U.S.C. Sec. 1367.

23 **IV. DEFINITIONS**

24 16. Whenever the following capitalized terms are used in this Consent Decree, they
25 shall have the following meaning:

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27
28 Consent Decree for
Natural Resource Damages

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

5 b. "Natural Resource Damages" means compensatory and remedial relief
6 recoverable by the Federal, State and Tribal Trustees of Natural Resources on behalf of the
7 public or tribal members for injury to, destruction of, or loss of use of any and all Natural
8 Resources resulting from the release of hazardous substances, including (1) costs of damage
9 assessment; (2) compensation for loss, injury, impairment, damage or destruction of Natural
10 Resources, whether temporary or permanent, or for loss of use value, non-use value, passive
11 value, option value, amenity value, bequest value, existence value, consumer surplus, economic
12 rent, or any similar value of Natural Resources; (3) any diminution in value of Natural Resources
13 pending restoration; and (4) costs of restoring, rehabilitating, replacing, or acquiring the
14 equivalent of the Natural Resources.

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

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1 **V. PAYMENT AND OTHER PROVISIONS**

2 17. Within 30 days of receiving notice of the entry of this Consent Decree, Settling
3 Defendant shall deliver to:

4 Registry of the U.S. District Court
5 c/o Clerk, United States District Court
6 Western District of Washington
1010 Fifth Avenue, Room 215
Seattle, WA 98104

7 a certified check payable to the Clerk of the United States District Court for the Western District
8 of Washington in the amount of ONE HUNDRED NINETY-THOUSAND DOLLARS
9 (\$190,000.00). The certified check submitted by Settling Defendant shall reference the "Tulalip
10 Landfill NRD Settlement."

11 18. Within 5 business days of making the payment specified in Paragraph 17, Settling
12 Defendant shall provide written notification of the aforesaid delivery to the persons designated in
13 Paragraph 28.

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

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

1 **VI. COVENANTS NOT TO SUE**

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

10 22. In consideration of the Plaintiffs' covenants not to sue in this Section VI of this
11 Consent Decree, Settling Defendant agrees not to assert any claim or cause of action against any
12 of the Plaintiffs arising out of injuries to Natural Resources resulting from releases of hazardous
13 substances at or from the Site, or to seek any costs, damages or attorneys' fees from any Plaintiff
14 in connection with injuries to natural resources resulting from releases of hazardous substances at
15 or from the Site.

16 **VII. CONTRIBUTION PROTECTION**

17 23. Subject to the Reservation of Rights in Section VIII of this Consent Decree,
18 Plaintiffs agree that by entering into this Consent Decree, Settling Defendant will have resolved
19 its liability for Covered Matters, as described in Paragraphs 15(c) and 20 of this Consent Decree,
20 pursuant to Sections 122(g)(5) and 113(f)(2) of CERCLA, 42 U.S.C. § 9622(g)(5) and
21 9613(f)(2), MTCA, RCW Chapter 70.105D.040(1),(2) and RCW 90.48.142, and shall be
22 protected against claims for contribution regarding Covered Matters as provided in Sections
23 122(g)(5) and 113(f)(2) of CERCLA, 42 U.S.C. §§ 9622(g)(5) and 9613(f)(2), RCW
24 70.105D.040(d). Contribution protection shall extend to, and inure to the benefit of, the Settling
25 Defendant and its past, present and future directors, officers, employees, to the extent they were

26
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28 Consent Decree for
Natural Resource Damages

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1 acting in those capacities, and successors and assigns.

2 **VIII. RESERVATION OF RIGHTS**

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

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

9 b. Any liability arising from the past, present, or future disposal, release, or
10 threat of release of any hazardous substance, hazardous waste, or solid waste other than releases
11 or threats of releases at or from the Site; or

12 c. Any criminal liability.

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

23 **IX. DISCLAIMER OF LIABILITY**

24 26. Neither entry of this Consent Decree nor any action in accordance with this
25 Consent Decree shall constitute an admission of liability under any federal, state, tribal or local

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27
28 Consent Decree for
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1 statute, regulation, ordinance, general maritime law or common law by Settling Defendant, its
2 present or former officers, members, directors, trustees, shareholders, insurers, agents,
3 representatives, employees, subsidiaries, successors, assigns or affiliates, for any fine, penalty,
4 response costs, damages, or claims or any issues of fact or law for releases of hazardous
5 substances at the Site.

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

10 X. NOTICES AND SUBMISSIONS

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

16 As to the United States:

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

24 As to the State of Washington:

25 Craig Thompson
26 Toxics Cleanup Program
27 State of Washington
28 P.O. Box 47600
Olympia, Washington 98504-7600

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

1 As to the Tulalip Tribes of Washington:

2 Tom McKinsey
3 Tulalip Tribes of Washington
4 6326 33rd Ave., N.E.
5 Marysville, Washington 98271

6 As to Waste Management of Washington, Inc:

7 Mr. Steven T. Joyce
8 Director
9 Closed Site Management Group
10 Waste Management, Inc.
11 4 Liberty Lane
12 Hampton, MA 04862

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

14 29. This Consent Decree shall be lodged with the Court for a period of not less than
15 thirty (30) days and shall be made available for public notice and comment in accordance with
16 Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), 28 C.F.R. § 50.7, and RCW
17 70.105D.040(4)(a). The United States, the State of Washington and the Tulalip Tribes of
18 Washington intend to defend the settlement embodied in this Consent Decree, unless comments
19 regarding the Consent Decree disclose facts or considerations that indicate that the Consent
20 Decree is not fair, reasonable or in the public interest, in which case the United States and the
21 Tulalip Tribes of Washington reserve the right to withdraw or withhold their consent to the
22 Consent Decree. The State of Washington reserves the right to withdraw or withhold its consent
23 if the comments regarding the Consent Decree disclose facts or considerations that demonstrate
24 that the proposed settlement would not lead to a more expeditious restoration of natural
25 resources. Settling Defendant consents to the entry of this Consent Decree without further
26 notice.

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

Consent Decree for
Natural Resource Damages

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

5 32. This Court retains jurisdiction over both the subject matter of this Consent Decree
6 and the Parties hereto for the duration of the performance of the terms and conditions of this
7 Consent Decree solely for the purpose of enforcing those terms and conditions.

8 **XII. MISCELLANEOUS**

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

17 34. Settling Defendant shall not reference or rely upon its payment under this Consent
18 Decree in any application for dredged or fill material under Section 404 of the Federal Water
19 Pollution Control Act, or in any proceeding arising out of the Settling Defendant's application, or
20 failure to apply, for such a permit.

21 35. This Consent Decree shall not affect any party's rights against any person or entity
22 not a party to this Consent Decree, except for the contribution protection provisions of Section
23 VII. No person or entity other than the parties hereto shall have the authority to seek to enforce
24 the terms of this Consent Decree.

25 36. This Consent Decree constitutes the entire agreement among the parties with

1 regard to the subject matter hereof and can be modified or amended only with the express written
2 consent of all the parties to this Consent Decree.

3 37. Each undersigned representative of Waste Management, the State of Washington
4 and the Tulalip Tribes, and the Assistant Attorney General for the Environment and Natural
5 Resources Division of the Department of Justice certifies that he or she is fully authorized to
6 enter into the terms and conditions of this Consent Decree and to execute and legally bind the
7 party whom he or she represents to this Consent Decree.

8 38. The Tulalip Tribes of Washington's joinder to this Decree is solely in its capacity
9 as a trustee for natural resources and constitutes a limited waiver of the Tulalip Tribes of
10 Washington's sovereign immunity for the sole and limited purpose of enforcing the terms of this
11 Consent Decree; provided that, this Consent Decree shall not act as a general waiver of sovereign
12 immunity nor shall it in any way impair treaty-reserved hunting and fishing rights.

13 39. This Consent Decree may be executed in several counterparts and by facsimile
14 and, as executed, shall constitute one agreement, binding on all parties hereto, even though all
15 parties do not sign the original or the same counterpart.

16 40. Except as otherwise provided herein each party to this Consent Decree shall bear
17 his, her or its own costs, attorneys fees and disbursements.

18 41. Settling Defendant shall identify, on the attached signature page, the name,
19 address and telephone number of an agent who is authorized to accept service of process by mail
20 on its behalf with respect to all matters arising under or relating to this Consent Decree. Settling
21 Defendant hereby agrees to accept service in that manner and to waive the formal service
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28 Consent Decree for
Natural Resource Damages

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1 requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local
2 rules of this Court, including, but not limited to, service of a summons.

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SO ORDERED THIS ___ DAY OF _____, ____.

UNITED STATES DISTRICT JUDGE

Consent Decree for
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We hereby consent to the entry of the foregoing Consent Decree:

FOR THE UNITED STATES OF AMERICA:

4/26/04
Date

Acting

Kelly A Johnson
~~THOMAS L. SANSONETTI~~
Assistant Attorney General
Environment and Natural Resources
Division
United States Department of Justice
Washington, D.C.

4/28/04
Date

Sean Carman
SEAN CARMAN
Trial Attorney
Environmental Enforcement Section
United States Department of Justice
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Consent Decree for
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Seattle, WA 98115
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1 FOR THE STATE OF WASHINGTON:
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5 3-12-04
6 Date



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

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12 5/12/04
13 Date



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

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28 Consent Decree for
Natural Resource Damages

THE TULALIP TRIBES OF WASHINGTON

Oct 9, 03
Date:

Stanley G. Jones Sr.
Stanley G. Jones, Sr.
Vice Chairman
Board of Directors

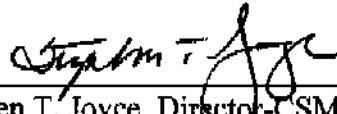
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(206) 526-6617

By the signature on this page, Waste Management of Washington, Inc., f/k/a Washington Waste Hauling and Recycling, Inc. hereby agrees to be bound by the terms of this Consent Decree

10/10/03
Date


Stephen T. Joyce, Director-~~CSMG~~

Agent for Service of Process:

General Counsel
Waste Management, Inc.
1001 Fannin, Suite 4000
Houston, Texas 77002

U.S. Dept. of Justice

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