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EXHIBIT A. Site Diagram
EXHIBIT B. List of Financial Information
EXHIBIT C. Annual Notice of Financial Status Form
EXHIBIT D. Declaration of Richard Boyce

1 **I. INTRODUCTION**

2 A. The mutual objective of the State of Washington, Department of Ecology
3 (Ecology) and Richard Boyce (Defendant) under this Decree is to avoid difficult and prolonged
4 litigation by allowing Defendant to make a cash payment to address his alleged civil liability
5 for the Site. This payment will assist in paying for remedial action at a facility where there has
6 been a release or threatened release of hazardous substances. In recognition of Defendant's
7 limited ability to pay for remedial action costs, this Decree requires Defendant to pay a sum of
8 money commensurate with his ability to pay.

9 Ecology has determined that these actions are necessary to protect human health and
10 the environment.

11 B. The Complaint in this action was filed on March 2, 2006. Defendant has not
12 filed an Answer to this Complaint. Additionally, while there have been multiple motions filed
13 in this action thus far, none of the motions have specifically adjudicated Mr. Boyce's potential
14 liability for the Site. However, the Parties now wish to resolve the issues raised by Ecology's
15 Complaint. In addition, the Parties agree that settlement of these matters without litigation is
16 reasonable and in the public interest, and that entry of this Decree is the most appropriate
17 means of resolving these matters.

18 C. By signing this Decree, Ecology and Defendant agree to its entry and agree to
19 be bound by its terms.

20 D. By entering into this Decree, Ecology and Defendant do not intend to discharge
21 non-settling parties from any liability they may have with respect to matters alleged in the
22 Complaint. Ecology and Defendant retain the right to seek reimbursement, in whole or in part,
23 from any liable persons for sums expended under this Decree.

24 E. This Decree shall not be construed as proof of liability or responsibility for any
25 releases of hazardous substances or cost for remedial action nor an admission of any facts;
26

1 provided, however, that Defendant shall not challenge the authority of the Attorney General
2 and Ecology to enforce this Decree.

3 F. Ecology and Defendant recognize that this agreement has been negotiated in
4 good faith.

5 G. The Court is fully advised of the reasons for entry of this Decree, and good
6 cause having been shown:

7 Now, therefore, it is HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

8 **II. JURISDICTION**

9 A. This Court has jurisdiction over the subject matter and over the Parties pursuant
10 to the Model Toxics Control Act (MTCA), Chapter 70.105D RCW.

11 B. Authority is conferred upon the Washington State Attorney General by
12 RCW 70.105D.040(4)(a) to agree to a settlement with any potentially liable person (PLP) if,
13 after public notice and any required hearing, Ecology finds the proposed settlement would lead
14 to a more expeditious cleanup of hazardous substances. RCW 70.105D.040(4)(b) requires that
15 such a settlement be entered as a consent decree issued by a court of competent jurisdiction.

16 C. Ecology has determined that a release or threatened release of hazardous
17 substances has occurred at the Site that is the subject of this Decree.

18 D. Ecology has given notice to Defendant of Ecology's determination that
19 Defendant is a PLP for the Site, as required by RCW 70.105D.020(21) and WAC 173-340-500.

20 E. The actions to be taken pursuant to this Decree are necessary to protect public
21 health and the environment.

22 F. This Decree has been subject to public notice and comment.

23 G. Ecology finds that this Decree will lead to a more expeditious cleanup of
24 hazardous substances at the Site in compliance with the cleanup standards established under
25 RCW 70.105D.030(2)(e) and Chapter 173-340 WAC.
26

1 H. Defendant has agreed to undertake the actions specified in this Decree and
2 consents to the entry of this Decree under MTCA.

3 **III. PARTIES BOUND**

4 This Decree shall apply to and be binding upon the Parties to this Decree, and their
5 successors and assigns. The undersigned representative of each party hereby certifies that he
6 or she is fully authorized to enter into this Decree and to execute and legally bind such party to
7 comply with this Decree. Defendant agrees to undertake all actions required by the terms and
8 conditions of this Decree. No change in ownership or corporate status shall alter Defendant's
9 responsibility under this Decree.

10 **IV. DEFINITIONS**

11 Unless otherwise specified herein, all definitions in RCW 70.105D.020 and
12 WAC 173-340-200 shall control the meanings of the terms in this Decree.

13 A. Site: The Site is referred to as the City Parcel Site and is generally located at
14 the intersection of North Cook Street and East Springfield Avenue in Spokane, Washington. The
15 Site is more particularly described in the Site Diagram (Exhibit A). The Site constitutes a
16 Facility under RCW 70.105D.020(5).

17 B. Parties: Refers to the State of Washington, Department of Ecology and Richard
18 Boyce.

19 C. PLPs: Refers to Richard Boyce, Paul Gisselberg, and Jerry Overton

20 D. Defendant: Refers to Richard Boyce.

21 E. Consent Decree or Decree: Refers to this Consent Decree and each of the
22 exhibits to this Decree. All exhibits are integral and enforceable parts of this Consent Decree.
23 The terms "Consent Decree" or "Decree" shall include all exhibits to this Consent Decree.

24 F. Financial Information: Refers to those financial documents identified in
25 Exhibit B.

1 **V. FINDINGS OF FACTS**

2 Ecology makes the following findings of fact without any express or implied
3 admissions of such facts by Defendant.

4 A. The City Parcel Site is located in the SE 1/4 Sec. 16, T.25, N., R. 42 E. in Spokane
5 County, Washington, at the intersection of North Cook Street and East Springfield Avenue, as
6 further depicted in Exhibit A (Site Diagram).

7 B. The Site was occupied by Spokane Transformer, Inc., a transformer repair and
8 recycling operation, for approximately 25 years. The Site was sold in 1980 to City Parcel
9 Delivery, Inc. City Parcel is a parcel delivery service that was owned by Paul Gisselberg and,
10 upon information and belief, Gisselberg has sold the City Parcel business. Gisselberg continues to
11 own the underlying property. The former Spokane Transformer, Inc.'s address was 2500 East
12 Springfield Avenue, Spokane, Washington 99202. City Parcel's address is 708 North Cook
13 Street, Spokane, Washington 99202.

14 C. The Site was owned by Defendant during Spokane Transformer, Inc.'s
15 transformer repair and recycling operations. Defendant operated Spokane Transformer, Inc. until
16 1974.

17 D. Jerry Overton leased the property from Defendant. Overton owned and operated
18 the Spokane Transformer, Inc. business from 1974 to 1980.

19 E. The Environmental Protection Agency (EPA) first investigated the Site in 1976.
20 Two soil samples were collected from outside of the operations building. Analytical results
21 indicated soils contained polychlorinated biphenyls (PCBs) above relevant MTCA residential and
22 industrial soil cleanup levels.

23 F. In 1980, EPA and Ecology inspected the Site. The inspectors noted areas of
24 visibly oil-stained soil.

25 G. PCBs and petroleum products are hazardous substances under MTCA,
26 RCW 70.105D.020(10).

1 H. In 1986, EPA collected four samples from the vicinity of the building. Two of
2 these soil samples were collected from storm drain catch basins in the vicinity of the Site.
3 Laboratory results showed a maximum concentration of PCBs well in excess of applicable
4 cleanup standards.

5 I. In 1987, Ecology and Environment, Inc., as a contractor to EPA, conducted a
6 sampling program to further characterize the extent of PCB contamination in work areas, floor
7 drains, on-site soil, and the off-site storm drains. PCBs were detected in on-site soil samples at
8 concentrations above applicable cleanup levels. Four surface scrape samples collected to examine
9 work space contamination showed results of PCB concentrations above applicable cleanup levels.
10 Sediment samples from floor drains inside the building also contained PCBs at concentrations
11 well above applicable cleanup levels. Sediment samples from storm drains in the vicinity of the
12 Site had concentrations above cleanup levels. Three samples that were analyzed for PCBs were
13 also tested for chlorinated hydrocarbons. Chlorinated hydrocarbons were detected in all three
14 samples.

15 J. In March and April 1997, George Maddox & Associates, Inc., working for
16 Gisselberg, collected soil samples from inside and outside the building from dry wells and from
17 an alley on the east side of the building. The on-site soils contained PCBs at concentrations above
18 applicable cleanup levels. The soil from a dry well contained exceedances of PCBs. PCB
19 concentrations from soil samples taken from the alleyway next to the property also exceeded
20 applicable cleanup levels for PCBs.

21 K. In November 1997, George Maddox & Associates, Inc. installed a monitoring well
22 adjacent to a dry well near the southeast portion of City Parcel's property. Soil samples were
23 taken at each 5 feet of drill penetration. The highest PCB concentration was measured at the
24 10-12 feet depth, above cleanup levels. A ground water sample taken from this monitoring well
25 contained PCBs above cleanup levels for groundwater. A second groundwater sample was
26 collected in January 1998. This sample did not detect PCBs.

1 L. In 1994, City Parcel's then-owner, Gisselberg, filed a lawsuit against Richard
2 Boyce, his wife Mary K. Boyce, Jerry Overton, and his wife Jane Doe Overton. *See City Parcel*
3 *v. Overton*, Spokane County Superior Court Cause No. 94-2-06779-1 (1999). The lawsuit was a
4 private right of action for contribution under MTCA under RCW 70.105D.080.

5 M. The lawsuit filed by City Parcel and the Gisselbergs against the Boyces and the
6 Overtons was tried in Spokane County Superior Court July 19 through 22, 1999. On
7 September 28, 1999, Judge Linda Thompkins issued Findings of Fact and Conclusions of Law
8 finding all parties liable under MTCA for the Site, and allocating liability of 37.5 percent to
9 Boyce, 37.5 percent to Overton, and 25 percent to Gisselberg as their contribution for remedial
10 action costs under MTCA.

11 N. In September 1997, Ecology conducted an initial investigation of the Site and a
12 letter was sent to Gisselberg on September 9, 1997, indicating further remedial action was needed.

13 O. In August 1998, the Spokane Regional Health District completed the site hazard
14 assessment of the City Parcel property, as required under MTCA. This Site, pursuant to the
15 requirements contained in WAC 173-340-320 and the "Washington Ranking Method Scoring
16 Manual," was given a rank of 2. A score of 1 represents the highest level of risk and 5 the lowest.

17 P. In certified correspondence dated March 21, 2001, Ecology notified each of the
18 PLPs of Ecology's preliminary finding of their potential liability under MTCA and requested
19 comment on those findings.

20 Q. On April 12, 2001, after notice and opportunity for comment, Ecology notified the
21 PLPs of Ecology's determination of their status as PLPs under RCW 70.105D.040, for the release
22 of hazardous substances at the Site.

23 R. Ecology's PLP determination for Defendant was based on a finding of credible
24 evidence that he owned and operated the Site at the time of a release or threatened release of
25 hazardous substances.

1 S. On July 18, 2001, Ecology initiated negotiations with the PLPs for an Agreed
2 Order that would require completion of a Remedial Investigation/Feasibility Study (RI/FS) for the
3 Site.

4 T. On September 13, 2001, Ecology ended negotiations with the PLPs in accordance
5 with WAC 173-340-530(6), based on PLPs lack of reasonable progress toward successful
6 negotiations of the Agreed Order.

7 U. Ecology thereafter conducted a RI/FS for the Site, using State funds. RI field
8 activities at the Site were conducted in 2002 by Ecology's contractor, Science Applications
9 International Corporation (SAIC). Results of the 2002 studies are presented and discussed in the
10 November 27, 2002, "Final Remedial Investigation Report for the City Parcel Site" prepared by
11 SAIC. The RI report was made available for public comment from January 16 through
12 February 18, 2003. Only one written comment was received, from Boyce, questioning the
13 necessity of the RI investigations. Ecology determined the comment did not warrant any changes
14 to the RI Report.

15 V. Results of the RI confirmed extensive contamination of PCBs in soils in the
16 parking lot and in the alleyway. In April 2002, PCBs above cleanup levels were again detected in
17 the monitoring well that was installed in 1997. PCBs were also detected at very low
18 concentrations in two other newly-installed wells. Groundwater sampling conducted in July
19 2002, February 2003, and May 2003 did not indicate measurable PCBs in the monitoring wells.
20 The RI also revealed the presence of an underground storage tank beneath the concrete floor, near
21 the southeast corner of the building. At the time of the investigation, the tank contained about two
22 inches of an unknown liquid.

23 W. EPA has determined that exposure to PCBs is associated with significant adverse
24 effects to human health and the environment. PCBs have been shown to cause cancer in animals
25 and are a probable human carcinogen. Additionally, EPA has found that exposure to PCBs in
26 animals causes significant non-cancer toxic effects on the immune system, the reproductive

1 system, the nervous system and the endocrine system, and studies in humans support the
2 correlation to toxicity in humans as well. Based on available data regarding PCBs including EPA
3 findings, Ecology has found that PCBs present a threat to human health and the environment.

4 X. In August 2003, Ecology formally requested that the City of Spokane install a
5 temporary cover over the contaminated soils in the alleyway which is a City right-of-way. The
6 City complied, covering the alleyway with gravel.

7 Y. Based on the RI results and other existing Site data, Ecology drafted a Feasibility
8 Study (FS) Report in 2004. The report evaluated cleanup alternatives for the Site. The FS Report
9 was made available for public review and comment from February 26 through March 26, 2004.
10 No comments were received during this comment period.

11 Z. After finishing the FS, Ecology prepared a Draft Cleanup Action Plan (DCAP)
12 that identified the selected remedial action for the Site. The DCAP was made available for public
13 review and comment from July 21 through August 19, 2004, and was sent to all three PLPs. No
14 comments were received during the public comment period. The Final Cleanup Action Plan
15 (FCAP) was issued in August 2004. The FCAP requires, among other details, removal of a
16 building, excavation of soils, removal of all drain lines and dry wells, and removal of an
17 underground storage tank.

18 AA. On November 22, 2004, Ecology sent letters to the PLPs calling for a meeting to
19 discuss the FCAP and its implementation. Gisselberg was given a second opportunity to provide
20 comments on the Cleanup Action Plan for an additional 30 day period, extending from
21 December 1 to December 31, 2004.

22 BB. On December 28, 2004, Gisselberg provided comments on the remedial action
23 chosen in the FCAP and proposed alternative actions that included allowing the building to
24 remain on the Site. The proposed modifications did not meet the minimum requirements of
25 MTCA, and therefore the FCAP was not revised.

1 CC. On May 24, 2005, Ecology met with the PLPs to discuss implementation of the
2 FCAP. At the meeting, Ecology outlined an alternative remedial action that would meet the
3 requirements of MTCA and allow the building to remain intact. Ecology set out the nature and
4 magnitude of modifications to the remedial action identified in the FCAP that would be necessary
5 if the building were to remain.

6 DD. On May 27, 2005, the Attorney General's Office, on behalf of Ecology, sent letters
7 to the PLPs inquiring about their intention to negotiate an Agreed Order or Consent Decree with
8 Ecology to implement the FCAP (as written or with some specific modifications as discussed
9 during the May 24, 2005, meeting). Ecology requested that the PLPs respond to Ecology's letter
10 by July 27, 2005. Boyce responded that he would not be able to contribute financially to any
11 portion of the cleanup costs. Gisselberg also responded, indicating he elected not to negotiate an
12 Agreed Order or Consent Decree with Ecology for implementation of either the FCAP, or the
13 FCAP with specific modifications that would allow the building on the Site to remain. Overton
14 did not send a response.

15 EE. On August 16, 2005, pursuant to its authority under RCW 70.105D.030(1) and
16 .050(1) and WAC 173-340-540, Ecology issued Enforcement Order No. 2691 (the Order). The
17 Order requires, among other details, that Defendants implement either the FCAP, or the FCAP
18 with specific modifications that would allow the building on the Site to remain.

19 FF. The Order required the PLPs, within fifteen (15) days of the effective date of the
20 Order, to submit to Ecology a letter of intent clearly defining the PLPs' intent to abide by the
21 Order in good faith. The effective date of the Order was October 4, 2005. None of the PLPs
22 submitted this required letter of intent by October 19, 2005 (15 days after October 4, 2005). Since
23 Ecology issued the Order, none of the PLPs have taken any steps to comply with the FCAP as
24 required by the Order.

25 GG. On March 2, 2006, Ecology then filed the above-entitled action, asking, among
26 other things, this Court to enforce the Order.

1 **VII. INTEREST**

2 If Defendant fails to make any payment in full by the required due date in accordance
3 with Section VI (Payment), interest shall accrue on the unpaid balance in the amount of twelve
4 (12) percent (annual percentage rate, compounded monthly).

5 **VIII. DESIGNATED PROJECT COORDINATORS**

6 The project coordinator for Ecology is:

7 Teresita Bala
8 Washington State Department of Ecology
9 Eastern Regional Office
10 North 4601 Monroe
11 Spokane, WA 99205-1295
12 Phone: (509) 329-3543
13 Email: tbal461@ecy.wa.gov

14 The project coordinator for Defendant is:

15 Todd Reuter
16 K&L Gates
17 618 W. Riverside, Suite 300
18 Spokane, WA 99203
19 Ph: 509-241-1561

20 Each project coordinator shall be responsible for overseeing the implementation of this
21 Decree. Ecology’s project coordinator will be Ecology’s designated representative for the Site.
22 Any party may change its respective project coordinator. Written notification shall be given to
23 the other party at least ten (10) calendar days prior to the change.

24 **IX. REASONABLE ASSISTANCE**

25 In light of the nature of this settlement, it is important that Ecology obtains full
26 cooperation from Defendant in any future efforts Ecology may make to remediate the Site
and/or to recover costs from other potentially liable persons. Therefore, Defendant shall make
all reasonable efforts to assist Ecology in the Department’s enforcement and/or cost recovery
efforts against any other potentially liable persons for the Site. This includes, but is not limited
to, timely provision of documents, witness testimony, and other evidence upon Ecology’s
request.

1 actions against Defendant regarding the release or threatened release of hazardous substances
2 covered by this Decree.

3 This Decree covers only the Site specifically identified in the Site Diagram (Exhibit A)
4 and those hazardous substances that Ecology knows are located at the Site as of the date of
5 entry of this Decree. This Decree does not cover any other hazardous substance or area.
6 Ecology retains all of its authority relative to any substance or area not covered by this Decree.

7 This Covenant Not to Sue shall have no applicability whatsoever to:

- 8 1. Criminal liability;
- 9 2. Liability for damages to natural resources; and
- 10 3. Any Ecology action, including cost recovery, against PLPs not a party to
11 this Decree.

12 If factors not known at the time of entry of the settlement agreement are discovered and
13 present a previously unknown threat to human health or the environment, the Court shall
14 amend this Covenant Not to Sue. In that event, however, Ecology requests that the Court take
15 into consideration, as appropriate, that the basis of this settlement is limited financial ability to
16 pay.

17 B. Reopeners: Ecology specifically reserves the right to institute legal or
18 administrative action against Defendant to require it to perform additional remedial actions at
19 the Site and to pursue appropriate cost recovery, pursuant to RCW 70.105D.050 under the
20 following circumstances:

- 21 1. Upon Defendant's failure to meet the requirements of this Decree,
22 including, but not limited to, fulfillment of Sections VI (Payment); VII (Interest); IX
23 (Reasonable Assistance); and X (Notice of Financial Status);
- 24 2. Upon Ecology's determination that remedial action by Defendant
25 beyond the terms of this Decree is necessary to abate an imminent and substantial
26 endangerment to human health or the environment;

1 **XIV. CLAIMS AGAINST THE STATE**

2 Defendant hereby agrees that it will not seek to recover any costs paid under this
3 Decree, including but not limited to, payments made pursuant to Sections IV (Payment) and
4 VII (Interest) from the State of Washington or any of its agencies; and further, that Defendant
5 will make no claim against the State Toxics Control Account or any local Toxics Control
6 Account for any costs incurred in implementing its obligations under this Decree.

7 **XV. PUBLIC PARTICIPATION**

8 A Public Participation Plan is required for this Site. Ecology shall update, maintain and
9 implement the Public Participation Plan, as appropriate. This includes information
10 repositories, the preparation of all press releases and fact sheets, meetings, and other outreach
11 with the interested public, local governments, and news organizations. Ecology shall notify
12 Defendant prior to the issuance of all press releases and fact sheets, and before major meetings
13 with the interested public and local governments, on issues related to this Consent Decree.

14 Defendant shall not be associated with public participation efforts. Defendant shall
15 refer any and all Site inquiries directly to Ecology’s project coordinator. However, upon
16 Ecology’s request, Defendant shall cooperate with Ecology on any and all public participation
17 efforts.

18 **XVI. DURATION OF DECREE**

19 The Decree shall be maintained and continued until Defendant has received written
20 notification from Ecology that the requirements of this Decree have been satisfactorily
21 completed, or until the event of Defendant’s death, as described below. Ecology shall not issue
22 such a notification of satisfactory completion to Defendant until Defendant has completed all
23 the requirements of this Decree, including but not limited to the requirements of Sections VI
24 (Payment), VII (Interest), and the first six years of reporting under Section X (Notice of
25 Financial Status). This Decree shall remain in effect until dismissed by the Court. When
26 dismissed, Section IX (Reasonable Assistance), Section X (Notice of Financial Status), Section

1 XII (Covenant Not to Sue), Section XIII (Contribution Protection), and Section XIV (Claims
2 Against the State) shall survive until Defendant's death. Once both (1) Defendant has died and
3 (2) the Consent Decree has been dismissed, only Section XII (Covenant Not to Sue), Section
4 XIII (Contribution Protection), and Section XIV (Claims Against the State) shall survive.

5 Should Defendant die before the terms of this Decree have been satisfactorily
6 completed, Ecology and/or Defendant's estate may petition the Court to dismiss this Decree
7 once Ecology has received payment of all sums owing under Section VI (Payment) and Section
8 VII (Interest).

9 **XVII. CERTIFICATION**

10 In the attached Exhibit D (Declaration of Richard Boyce), Defendant certifies the
11 following under penalty of perjury under the laws of the State of Washington: That, to the best
12 of his knowledge and belief, after thorough inquiry, he has fully complied with any and all of
13 Ecology's requests for documents or information regarding the Site and Defendant's financial
14 circumstances; Further, that Defendant has submitted to Ecology Financial Information that
15 fairly, accurately, and materially sets forth its financial circumstances, and that those financial
16 circumstances have not materially increased between the time the Financial Information was
17 submitted to Ecology and the time the Defendant executes this Decree; Finally, Defendant has
18 certified that he has fully disclosed the existence of any insurance policies that may cover
19 claims relating to the cleanup of the Site.

20 **XVIII. EFFECTIVE DATE**

21 This Decree is effective upon the date it is entered by the Court.

22 **XIX. WITHDRAWAL OF CONSENT**

23 If the Court withholds or withdraws its consent to this Decree, it shall be null and void
24 at the option of any party and the accompanying Complaint shall be dismissed without costs
25 and without prejudice. In such an event, no party shall be bound by the requirements of this
26 Decree.

1 STATE OF WASHINGTON
2 DEPARTMENT OF ECOLOGY

ROBERT M. MCKENNA
Attorney General

3
4 JAMES PENDOWSKI
5 Program Manager
6 Toxics Cleanup Program
7 (360) 407-7177

ELLIOTT FURST, WSBA # 12026
Senior Counsel

8 Date: _____

MELISSA ROURKE, WSBA # 34549
Assistant Attorney General
(360) 586-6770

9 RICHARD BOYCE

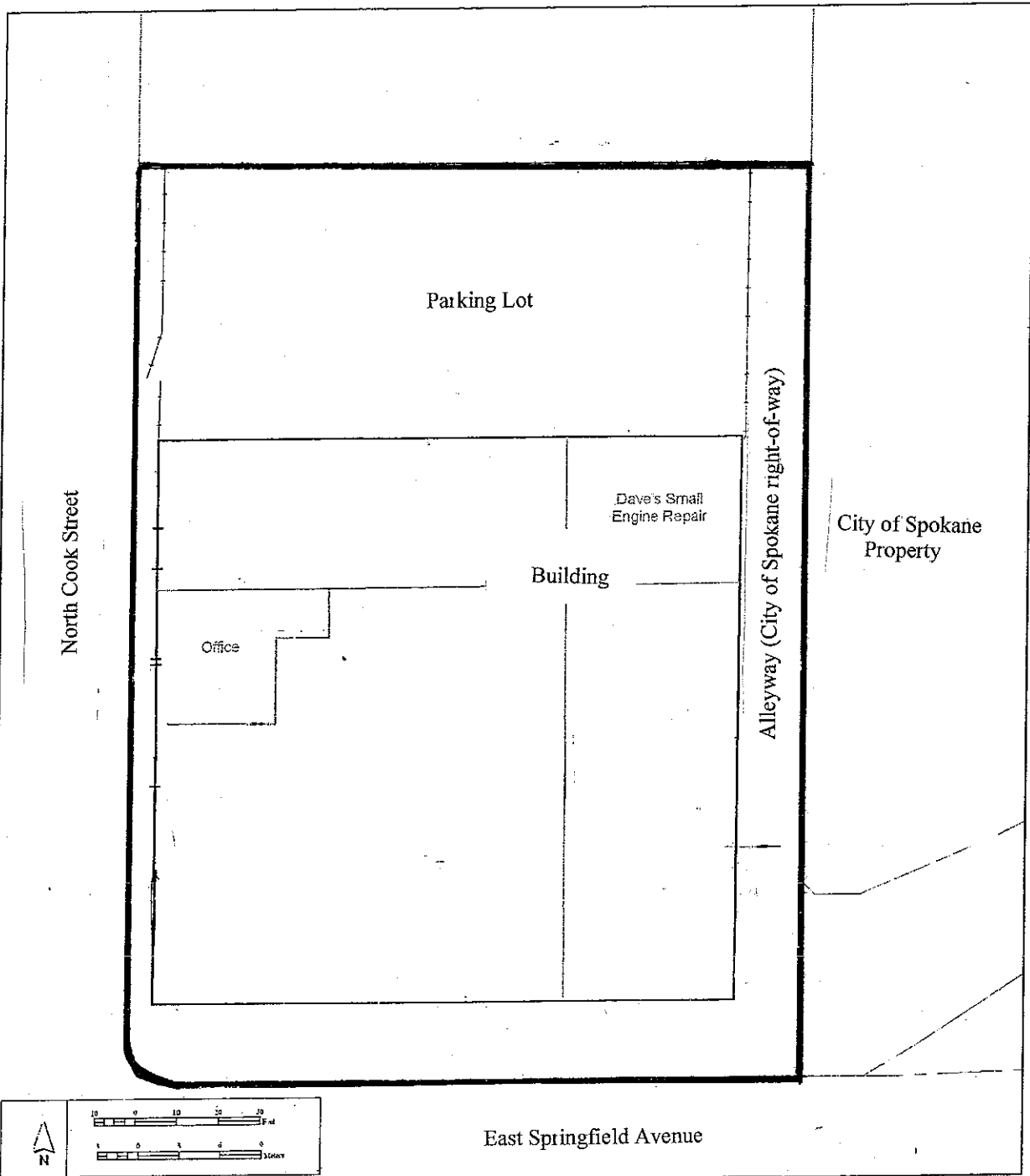
Date: _____

10 RICHARD BOYCE
11 (360)-683-4626

12
13 Date: _____

14
15 ENTERED this _____ day of _____ 20____.

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18 JUDGE ANNE HIRSCH
19 Thurston County Superior Court



— Site Boundary

City Parcel Site Diagram

EXHIBIT B

List of Financial Information

LIST OF FINANCIAL INFORMATION

Ecology reviewed the following documents submitted by Mr. Boyce in making the financial hardship determination for Mr. Boyce:

- Sworn, signed, and acknowledged affidavit from Mr. Boyce dated February 7, 2007, explaining Mr. Boyce's sources of income and limited future earning potential, his age and medical condition, and his expenses.
- Mr. Boyce's personal income tax returns for the years 2000 through 2005.
- Letter dated February 22, 2007, from AXA Equitable to Mr. Boyce and Ms. Melendy confirming the amount of Mr. Boyce's annuity.
- Sworn declaration under penalty of perjury (Exhibit D to this Decree)

EXHIBIT C

Annual Notice Form

ANNUAL NOTICE FORM

I, Richard Boyce, declare that my combined personal assets and income have not increased by more than twenty percent (20%) from the time of entry of the Consent Decree in Thurston County Superior Court, matter number 06-2-00427-0, *Ecology v. Boyce et. al.*

Attached to this form is a true and correct copy of my most recent personal federal income tax return, including all schedules and attachments thereto.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct to the best of my knowledge.

Dated this ____ day of _____ (Month) _____ (Year) in _____ (City), Washington.

Richard Boyce

STATE OF _____
COUNTY OF _____

On this ____ day of _____, 20__, I certify that _____ personally appeared before me, and acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.

Notary Public in and for the State of
Washington, residing at _____.
My appointment expires _____.

EXHIBIT D

Declaration of Richard Boyce

1 I declare under penalty of perjury of the laws of the state of Washington that the
2 foregoing is true and correct to the best of my knowledge.

3 Dated this _____ day of _____(Month), _____(Year), in _____,
4 (City) _____ (State).

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6 _____
7 RICHARD BOYCE
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