

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

BELLE TIRE DISTRIBUTORS, INC., *et al.*,

Defendants.

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) No.: 1:06cv0816
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CONSENT DECREE

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9607, seeking recovery of costs incurred and to be incurred in responding to the release or threat of release of hazardous substances at or in connection with the Carl's Tire Retreading Site in Grawn, Michigan (the "Site").

B. As a result of the release or threatened release of hazardous substances, EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604. In performing these response actions, EPA has incurred and will continue to incur response costs at or in connection with the Site. At the request of the Michigan Department of Environmental Quality, EPA conducted a removal action at the Site in 2003. EPA disposed of approximately 4,500 gallons of oil and water, 22,910 gallons of treated water, and 10,479 tons of excavated soil. In addition, EPA treated on site a total of 765 cubic yards of contaminated soil and 467,050 gallons of contaminated water.

C. EPA has determined the following:

1. prompt settlement with each Settling Defendant is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1);

2. the payment to be made by each Settling Defendant under this Consent Decree involves only a minor portion of the response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1), based upon EPA's estimate that the total response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund and by other persons is \$3,500,000; and

3. the amount of hazardous substances contributed to the Site by each Settling Defendant and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Settling Defendant are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A). This is because the total volume of hazardous substances contributed to the Site by each Settling Defendant does not exceed 2% of the hazardous substances at the Site, and the hazardous substances contributed by each Settling Defendant to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.

D. The Settling Defendants do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the First Amended Complaint.

E. The United States and Settling Defendants agree that settlement without further litigation and without the admission or adjudication of any issue of fact or law is the most appropriate means of resolving this action with respect to Settling Defendants.

THEREFORE, with the consent of the Parties to this Consent Decree, it is ORDERED, ADJUDGED, and DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 9613(b), and also has personal jurisdiction over Settling Defendants. Settling Defendants consent to and shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status of a Settling Defendant, including but not limited to, any transfer of assets or real or personal property shall in no way alter such Settling Defendant's responsibilities under this Consent Decree.

IV. STATEMENT OF PURPOSE

3. By entering into this Consent Decree, the mutual objectives of the Parties are:
- a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Settling Defendants to make a cash payment to resolve their alleged civil liability under Section 107 of CERCLA, 42 U.S.C. § 9607, for Past Response Costs, thereby reducing litigation relating to the Site;
 - b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties from further involvement at the Site; and
 - c. to obtain settlement with Settling Defendants for their fair share of Past Response Costs and to provide for full and complete contribution protection for Settling Defendants with regard to Past Response Costs pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

V. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Consent Decree, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

b. "Consent Decree" or "Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities.

e. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

f. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

g. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

h. "Parties" shall mean the United States and the Settling Defendants.

i. "Past Response Costs" shall mean all response costs, as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25), including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has paid or will pay: (1) at or in connection with the Site through December 31, 2007, plus accrued Interest on all such costs; and (2) to recover any response costs related to EPA's removal action in 2003 or any prior response activity at the Site, including all costs to litigate the civil action in which this Consent Decree is entered, regardless of when those costs are incurred; provided that a Settling Defendant that fails to timely comply with Paragraph 5 shall be

liable for all costs incurred by the United States in enforcing the terms of this Consent Decree as to such Party;

j. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

k. "Settling Defendants" shall mean those persons, corporations or other entities listed in Appendix A.

l. "Site" shall mean the Carl's Tire Retreading Site, encompassing approximately 4.5 acres, located at 5175 Sawyer Woods Drive in Grawn, Grand Traverse County, Michigan and generally shown on the map attached as Appendix B.

m. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

VI. PAYMENT

5. Within 90 days after entry of this Consent Decree, each Settling Defendant shall pay to the EPA Hazardous Substance Superfund the amount set forth in Appendix A to this Consent Decree.

6. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with EFT instructions provided to Settling Defendants by the Financial Litigation Unit of the U.S. Attorney's Office in the Western District of Michigan following lodging of the Consent Decree. Alternatively, if the Settlement Amount is less than \$25,000, payment may be made by certified check or checks or cashier's check or checks made payable to "U.S. Department of Justice," referencing the name and address of the party making the payment, the EPA Region and Site Spill ID Number A514, DOJ Case Number 90-11-3-09026, and Civil Action No. 06cv0816, and shall be sent to:

Financial Litigation Unit
U.S. Attorney's Office
for the Western District of Michigan
P.O. Box 208
Grand Rapids, MI 49501-0208

The total amount to be paid by Settling Defendants pursuant to Paragraph 5 shall be deposited by EPA in the EPA Hazardous Substance Superfund.

7. At the time of payment, each Settling Defendant shall send notice that such payment has been made to:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
DJ No. 90-11-3-09026
P.O. Box 7611
Washington, D.C. 20044-7611

Steven P. Kaiser
Associate Regional Counsel
Office of Regional Counsel
U.S. EPA, Region 5
77 West Jackson Boulevard
Chicago, IL 60604
(312) 353-3804

and

Brian Kelly
On Scene Coordinator
9311 Groh Road, SE-GI
Grosse Isle, MI 48138
(734) 692-7684

VII. FAILURE TO MAKE PAYMENT

8. If any Settling Defendant fails to make full payment within the time required by Paragraph 5, that Settling Defendant shall pay Interest on the unpaid balance. In addition, if any Settling Defendant fails to make full payment as required by Paragraph 5, the United States may, in addition to any other available remedies or sanctions, bring an action against that Settling Defendant seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(l) of CERCLA, 42 U.S.C. 9622(l), for failure to make timely payment.

VIII. CERTIFICATION OF SETTLING DEFENDANTS

9. By signing this Consent Decree, each Settling Defendant certifies, individually, that, to the best of its knowledge and belief, it:

a. has conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation, or control of the Site, or to the

ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

b. has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after notification by the United States of potential liability or the filing of a suit against it regarding the Site; and

c. has and will comply fully with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

IX. COVENANT NOT TO SUE BY UNITED STATES

10. In consideration of the payments that will be made by Settling Defendants under the terms of this Consent Decree, and except as specifically provided in Section X (Reservations of Rights by United States), the United States covenants not to sue or take administrative action against any of the Settling Defendants pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, to recover Past Response Costs. With respect to present and future liability, this covenant not to sue shall take effect for each Settling Defendant upon receipt of that Settling Defendant's payment as required by Section VI of this Consent Decree. With respect to each Settling Defendant, individually, this covenant not to sue is conditioned upon: a) the satisfactory performance by Settling Defendant of all obligations under this Consent Decree; and b) the veracity of the information provided to EPA by Settling Defendant relating to Settling Defendant's involvement with the Site. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

X. RESERVATIONS OF RIGHTS BY UNITED STATES

11. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within the Covenant Not to Sue by United States in Paragraph 10. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants with respect to:

- a. liability for failure to meet a requirement of this Consent Decree;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. criminal liability;

- d. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; or
- e. liability based upon the ownership or operation of the Site, or upon the transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Settling Defendants.

12. Notwithstanding any other provision in this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings against any individual Settling Defendant in this action or in a new action or to issue an administrative order to any individual Settling Defendant seeking to compel that Settling Defendant to perform response actions relating to the Site, and/or to reimburse the United States for additional costs of response, if:

- a. information is discovered which indicates that such Settling Defendant contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Settling Defendant no longer qualifies as a *de minimis* party at the Site because Settling Defendant contributed greater than 2% of the hazardous substances at the Site, or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site; or
- b. the United States incurs additional response costs related to response activities at the Site after December 31, 2007.

XI. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

13. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Consent Decree, including, but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution of the State of Michigan, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 15 (Waiver of Claims) and Paragraph 17 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 11 (d) or (e) or Paragraph 12, but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

14. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

15. Settling Defendants agree not to assert any claims or causes of action (including claims for contribution under CERCLA) that they may have for all matters relating to the Site against each other or any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person if such person asserts or has asserted a claim or cause of action relating to the Site against such Settling Defendant.

XII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

16. Except as provided in Paragraph 15 (Waiver of Claims), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Paragraph 15 (Waiver of Claims), the United States and Settling Defendants each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

17. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue included in Paragraph 10.

18. The Parties agree, and by entering this Consent Decree this Court finds, that each Settling Defendant is entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA,

42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are Past Response Costs.

XIII. RETENTION OF JURISDICTION

19. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIV. INTEGRATION/APPENDICES

20. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached and incorporated into this Consent Decree:

“Appendix A” is the list of Settling Defendants and the settlement amount of each Settling Defendant.

“Appendix B” is the map of the Site.

XV. PUBLIC COMMENT

21. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States shall file with the Court any written comments received and the United States’ response thereto. The United States reserves the right to withdraw or withhold its consent if comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper or inadequate. Settling Defendants consent to entry of this Consent Decree without further notice, and the United States reserves the right to oppose an attempt by any person to intervene in this civil action.

XVI. EFFECTIVE DATE

22. The effective date of this Consent Decree shall be the date of entry by this Court, following public comment pursuant to Paragraph 21.

XVII. SIGNATORIES/SERVICE

23. Each undersigned representative of a Settling Defendant to this Consent Decree and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice, or his delegatee, certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such party to this document.

24. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

25. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service including, but not limited to, service of a summons, in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. The Parties agree that Settling Defendants need not file an answer to the First Amended Complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

SO ORDERED THIS ____ DAY OF _____, 20__.

United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site.

FOR PLAINTIFF THE UNITED STATES OF AMERICA

RONALD J. TENPAS
Acting Assistant Attorney General
Environmental and Natural Resources Division

Date: 10/22/07

BRUCE GELBER
Chief
Environmental Enforcement Section
Environment and Natural Resources Division

Date: 10/22/07

MICHAEL J. ZOELLER
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Ben Franklin Station, PO Box 7611
Washington, DC 20044-7611
Tel: (202) 305-1478
Fax: (202) 514-8395

CHARLES R. GROSS
Interim United States Attorney

Date: 10/30/07

RYAN COBB
Assistant United States Attorney
330 Ionia Avenue, NW, Suite 501
Grand Rapids, MI 49503
Tel: (616) 456-2404
Fax: (616) 456-2408

Date: 10/24/07

RICHARD KARL
Director, Superfund Division
U.S. Environmental Protection Agency - Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3507

Date: 10-24-07

STEVEN P. KAISER
Associate Regional Counsel
U.S. Environmental Protection Agency - Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3507

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site.

FOR DEFENDANT DIVISION TIRE
& BATTERY CO., INC.

Date: 9-13-07

Steven Green
President, Division Tire & Battery Co., Inc.
313 East Division Street
Dowagiac, Michigan 49047

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Roosevelt Thomas, Esq.
Westrate & Thomas
Counsel for Division Tire & Battery, Inc.
204 Commercial Street
P.O. Box 359
Dowagiac, Michigan 49047-0359

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site.

FOR DEFENDANT FINE LINE TIRE, INC.

Date: 9/15/07

CLARK KORPELA
President, Fine Line Tire, Inc.
634 Hancock Street
Hancock, Michigan 49930

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Clark Korpela
Registered Agent
634 Hancock Street
Hancock, Michigan 49930

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site.

FOR DEFENDANT GINMAN TIRE CO., INC.

Date: 9-13-07

William H. Ginman
President, Ginman Tire Co., Inc.
665 West Clay
Muskegon, MI 49440

Agent Authorized to Accept Service on Behalf of Above-signed Party:

David L. Bossenbroek, Esq.
Britton & Bossenbroek PLC
Counsel for Ginman Tire Co., Inc.
900 Third Street
P.O. Box 957
Muskegon, MI 49443-0957

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site.

FOR DEFENDANT HAMLET ENTERPRISES
d/b/a Bill's Amoco

Date: 9-11-2007

William D. Hamlet
Hamlet Enterprises, Inc.
405 S. Cedar
P.O. Box 937
Kalkaska, MI 49646

Agent Authorized to Accept Service on Behalf of Above-signed Party:

William D. Hamlet
President, Hamlet Enterprises, Inc.
405 S. Cedar
P.O. Box 937
Kalkaska, MI 49646

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site.

FOR DEFENDANT JUNIOR'S DISCOUNT
TIRE AND WHEEL CENTER, INC.

Date: _____

Ronald W. Turek
President
Junior's Discount Tire, Inc.
602 East Eighth Street
Traverse City, MI 49686

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Ronald W. Turek
Junior's Discount Tire, Inc.
602 East Eighth Street
Traverse City, MI 49686

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site.

FOR DEFENDANT KEUSCH SUPER SERVICE, INC.

Date: 10/2/07

Richard Keusch
118 Grand River Avenue
Portland, MI 48875

Agent Authorized to Accept Service on Behalf of Above-signed Party:

John A. Yeager, Esq.
Attorney for Keusch Super Service, Inc.
Willingham & Coré, P.C.
333 Albert Ave, Ste 500
East Lansing, MI 48823

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site.

FOR DEFENDANT RTS TRANSPORTATION
SYSTEMS, INC.

Date: Sept. 29, 2007

Scott J. Steiner, Esq.
Counsel for Defendant RTS Transportation Systems, Inc.
Rhoades McKee, P.C.
161 Ottawa Avenue, NW, Suite 600
Grand Rapids, MI 49503-2793

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Scott J. Steiner, Esq.
Counsel for Defendant RTS Transportation Systems, Inc.
Rhoades McKee, P.C.
161 Ottawa Avenue, NW, Suite 600
Grand Rapids, MI 49503-2793

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v Belle Tire Distr, Inc, et al.*, Civil Action No 06-cv-0816 (W D Mich.), relating to the Carl's Tire Retreading Site

FOR DEFENDANT SEARS, ROEBUCK & CO.

Date: 10/2/07

Laura Derouin, Esq.
Senior Counsel, Law Department
Sears Holdings Management Corp.
3333 Beverly Road, B6-348B
Hoffman Estates, IL 60179

Agent Authorized to Accept Service on Behalf of Above-signed Party:

ANNE C. AUTEN, Esq.
~~Laura Derouin, Esq.~~
Senior Counsel, Law Department
Sears Holdings Management Corp.
3333 Beverly Road, B6-348B
Hoffman Estates, IL 60179

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site.

FOR DEFENDANT WASTE REDUCTION SYSTEMS

Date: Sept. 28, 2007

Scott J. Steiner, Esq.
Counsel for Defendant Waste Reduction Systems
Rhoades McKee, P.C.
161 Ottawa Avenue, NW, Suite 600
Grand Rapids, MI 49503-2793

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Scott J. Steiner, Esq.
Counsel for Defendant Waste Reduction Systems
Rhoades McKee, P.C.
161 Ottawa Avenue, NW, Suite 600
Grand Rapids, MI 49503-2793

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site.

FOR DEFENDANT WONDERLAND TIRE CO.

Date: 9/27/07

Henry Kamps
President
Wonderland Tire Company, Inc.
294 84th Street
Byron Center, MI 49315-1581

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Douglas A. Donnell, Esq.
Mika Meyers Beckett & Jones PLC
Counsel for Defendant Wonderland Tire Co.
900 Monroe Avenue, NW
Grand Rapids, MI 49503

APPENDIX A

Appendix A to the Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site

List of Settling Defendants, Estimated Relative Contribution to Site, and Settlement Amounts

Settling Defendant	Estimated Contribution	Settlement Amount
Wonderland Tire Co.	1.75%	\$41,096.16
RTS Transportation Systems, Inc.	1.54%	\$36,261.31
Ginman Tire Co., Inc.	1.44%	\$33,843.89
Fine Line Tire, Inc.	1.03%	\$24,174.21
Sears, Roebuck & Co.	1.03%	\$24,174.21
Waste Reduction Systems	1.03%	\$24,174.21
Junior's Tires	0.62%	\$14,504.53
Keusch Super Service	0.62%	\$14,504.53
Division Tire & Battery	0.21%	\$5,000.00
Hamlet Enterprises (d/b/a Bill's Amoco)	0.07%	\$1,692.19

APPENDIX B

Appendix B to the Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*,
Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site

Map of Carl's Tire Retreading Site 5175 Sawyer Woods Drive in Grawn, Grand Traverse County, Michigan

