

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

SEATTLE TIMES COMPANY,

Plaintiff,

v.

LEATHERCARE, INC.; STEVEN RITT, an
individual, and the marital community composed
of STEVEN RITT and LAURIE ROSEN-RITT

Defendants and Third Party Plaintiffs

v.

TOUCHSTONE SLU LLC, a Washington limited
liability company; TB TS/RELP LLC, a
Washington limited liability company;
AMERICAN LINEN SUPPLY CO., a
Washington corporation; Does 1-20

Third Party Defendants.

NO. 2:15-cv-01901-TSZ

**STIPULATION AND ORDER ON
LIABILITY UNDER CERCLA AND
MTCA BETWEEN
LEATHERCARE, INC. AND TB
TS/RELP LLC**

STIPULATION AND ORDER

LeatherCare, Inc. ("LeatherCare") and TB TS/RELP LLC, by and through their
undersigned attorneys, hereby stipulate to and request the Court to enter the following Order

STIPULATION AND ORDER ON LIABILITY UNDER CERCLA
AND MTCA BETWEEN LEATHERCARE INC. AND TB TS/RELP
LLC- 1
Case No. 2:15-cv-01901-TSZ

FOSTER PEPPER PLLC
1111 THIRD AVENUE, SUITE 3000
SEATTLE, WASHINGTON 98101-3296
PHONE (206) 447-4400 FAX (206) 447-9700

1 regarding liability in this action under the Comprehensive Environmental Response,
2 Compensation, and Liability Act (“CERCLA”) and the Model Toxics Control Act (“MTCA”).

3 Based on the mutual stipulation of LeatherCare, Touchstone SLU LLC and TB TS/RELP
4 LLC, the Court hereby ORDERS that:

5 1. LeatherCare and TB TS/RELP LLC enter into this stipulation for the limited
6 purpose of establishing certain elements of claims under CERCLA and MTCA that would
7 otherwise have to be proved in this case.

8 2. Regarding the real property referred to as the Troy Block at interest in this matter,
9 there has been a “release” or threatened release of “hazardous substances” from a “facility” as
10 those terms are defined under CERCLA, 42 U.S.C. §9601(9), (14), (22) and MTCA, RCW
11 70.105D.020(8), (13), (32).

12 3. LeatherCare is a “former operator” as defined under CERCLA, 42 U.S.C.
13 §9607(a)(2), and MTCA, RCW 70.105D.040(1)(b).

14 4. Touchstone SLU LLC is a prior owner and operator of the facility. Touchstone
15 SLU LLC entered into Agreed Order No. DE 8996 with the Washington State Department of
16 Ecology on May 12, 2012 (“Agreed Order”). Pursuant to the Agreed Order, Touchstone SLU
17 LLC is a Potentially Liable Person under the Model Toxics Control Act, Chapter 70.105D RCW,
18 in connection with the Troy Laundry Site. Touchstone entered into a First Amendment to the
19 Agreed Order on or about August 28, 2013.

20 5. On March 28, 2013 Touchstone SLU LLC conveyed the Troy Block property to
21 TB TS/RELP LLC via Special Warranty Deed.

22 6. Touchstone SLU LLC is a member of TB TS/RELP LLC.

23 7. TB TS/RELP LLC is the current “owner or operator” as defined under CERCLA,
24 42 U.S.C. §9607(a)(1), and MTCA, RCW 70.105D.040(1)(a).

25 8. Touchstone SLU LLC and TB TS/RELP LLC have incurred “necessary costs of
26 response” under CERCLA, 42 U.S.C. §9607(a)(4)(B), and “remedial action costs” under MTCA,

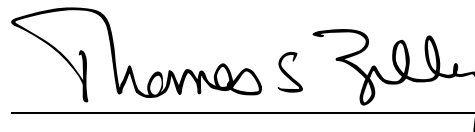
1 RCW 70.105D.080. Any response costs or remedial action costs incurred by Touchstone SLU
2 LLC are now considered response costs or remedial action costs incurred by TB TS/RELP LLC.

3 9. The elements of liability under both CERCLA and MTCA as described in
4 paragraphs 2 through 8, *infra*, are hereby established for purposes of LeatherCare's claims
5 against TB TS/RELP LLC, and for purposes of TB TS/RELP LLC's claims against LeatherCare.

6 10. LeatherCare and TB TS/RELP LLC acknowledge that the amount (if any) that
7 each party is liable for any "response costs" or "remedial action costs," and/or whether a claimed
8 cost meets the definition of a "response cost" or "remedial action cost" under CERCLA or
9 MTCA, are issues to be tried in this case. By entering into this mutual stipulation of liability, the
10 parties do not intend to waive any defenses they may have other than the elements set forth in
11 this stipulation. The parties do not waive any rights they may have to seek contribution from
12 each other or from any other liable parties, under CERCLA, 42 U.S.C. §9607(a) or §9613(f), or
13 MTCA, RCW 70.105D.080.

14 Pursuant to the parties' stipulation, IT IS SO ORDERED.

15 DATED this 25th day of May, 2017.

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19 Thomas S. Zilly
20 United States District Judge
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Presented by:

RYAN SWANSON & CLEVELAND, PLLC

s/ Jo Flannery

Jo Flannery

1201 Third Avenue, Suite 3400

Seattle, Washington 98101

Phone: 206-447-4400

Fax: : 206-447-9700

Email: flannery@ryanlaw.com

Attorneys for Defendants and Third Party Plaintiffs LeatherCare, Inc., Steven Ritt and Laurie Rosen-Ritt

FOSTER PEPPER PLLC

/s/Ken Lederman

/s/Jeremy R. Larson

/s/Alexandra Gilliland

Ken Lederman, WSBA #26515

Jeremy R. Larson, WSBA #22125

Alexandra Gilliland, WSBA #44163

FOSTER PEPPER PLLC

1111 Third Avenue, Suite 3000

Seattle, Washington 98101-3292

Telephone: (206) 447-4400

Facsimile: (206) 447-9700

Email: ken.lederman@foster.com

jake.larson@foster.com

alexandra.gilliland@foster.com

Attorneys for Defendants TOUCHSTONE SLU LLC, a Washington limited liability company, and TB TS/RELP LLC, a Washington limited liability company,