Exhibit A

March 10 and 11, 2008 Email exchange between Sugarek and Hutchens regarding site access and information request

"John"
<john@artmodular.com>
03/11/2008 02:04 PM

To Richard Sugarek/R9/USEPA/US@EPA

cc John Lyons/R9/USEPA/US@EPA, "Sara J. Russell" <sara.russell@doj.ca.gov>, Keith Takata/R9/USEPA/US@EPA, Kathleen

bcc

Subject RE: Visit to IMM

History: This message has been forwarded.

Rick,

The purpose of our visit is subject to privacy rights and strict confidentiality agreements between the parties that do not concern you.

We are not planning any sampling on this visit, nor will our activities interfere in any way with IMO, but we question by what authority you presume to dictate a prohibition on any sampling or "field data acquisition".

In the interest of governmental transparency, accountability, and corroboration of the EPA's assertions of success and achievement in regards to your efforts at Iron Mountain Mines, one would suppose that the EPA would be more deferential to a property owner wishing to verify that pollution is being mitigated rather than exacerbated on their property. Efforts to prevent such verification could be construed as an attempt to conceal some failure on the part of the EPA to abide by the terms of the RODs and the Consent Judgment or the provisions of the RODs for compliance with various environmental or health and safety laws.

Since you seem to be asserting such authority, please then provide certified tests of the sludge, it's leach-ability, water discharge, and any other representative data to demonstrate compliance with the five RODs and provisions of the California Health and Safety Code and Water Code, the Toxic Pits Act, RCRA, and any other laws and compliance testing as are mandated according to the terms of the RODs, the NCP, and CERCLA.

I believe this will satisfy our current expectations and concerns regarding sampling or "field data acquisition", and obviate the need for such a work plan as you propose, or the exigency of referring these concerns to the Hazardous Waste Hotline.

Please inform us of your willingness and ability to comply with this accommodation and the expediency with which you will perform.

We are also still waiting for you to provide the previously requested appendices E through N of the Consent Decree of Dec. 8th, 2000, An accounting of the funds dispersed since the consent decree, and an accounting of the Trust I and Trust II funds.

We also ask you to provide the enforcement analysis of ROD 1 #ENF section 5.

Thank you for your cooperation
John Hutchens

-----Original Message-----

From: Sugarek.Richard@EPA.GOV [mailto:Sugarek.Richard@EPA.GOV]
Sent: Monday, March 10, 2008 4:35 PM
To: John
Cc: Lyons.John@epamail.epa.gov; rcarver@starband.net
Subject: Re: Visit to IMM

Your email does not provide sufficient detail for me to understand the full purpose of your site visit. You can proceed with the site visit if the purpose of the visit is simply to view the site with your technical team. No sampling or other field data acquisition efforts should be conducted. Please take care that you do not impact any of the ongoing IMO operations, maintenance activities, or facilities constructed by EPA to implement the IMM remedial action (ex. sludge disposal cell in Brick Flat Pit, sludge drying beds, etc).

For future work you must submit a Work Plan to EPA for review prior to performing any sampling or other field efforts that may be involved to support your proposed joint venture with Mr. Arman.

Please coordinate your planned site visit with Mr. Rudy Carver, Project Manager for the Site Operator, Iron Mountain Operations, to assure that you will comply with site safety procedures and to assure that you will not otherwise interfere with their ongoing operation and maintenance efforts. If there will only be one CB radio, then all of the vehicles and personnel must travel together in a "caravan" as you indicate.

The operations offices, including the conference room, are facilities that were provided to IMO for the purposes of conducting the SOW required to be performed under the CD. You should check with Mr. Carver regarding whether they would make the IMO conference room available for the use of your private company's business. It is their call.

"John" <john@artmodular.com>

03/07/2008 07:38 AM

To: Richard Sugarek/R9/USEPA/US@EPA

cc:

Subject:

Rick,
Next Wednesday we will be bringing our team of scientists and technicians up to the mine for a tour and meeting.
We anticipate arriving by 9 or 10 am and being there most of the day.
We will be in several vehicles without CB radios.
We should like to travel as a caravan with one radio (Ted) for all of us.
We would also like to use the conference room if necessary for a

meeting.
Thank You for your cooperation.
John Hutchens

Exhibit B

February 22, 2008 Email, Hutchens to Lyons, with attached “cross-complaint”

"John"
<john@artmodular.com>
02/22/2008 12:01 AM

To John Lyons/R9/USEPA/US@EPA
cc
bcc
Subject Just Compensation for T.W. Arman

History: This message has been replied to and forwarded.

Dear Mr. Lyons,
We were very disappointed by your unwillingness to speak with us during the meeting on Tuesday.
I assume that Mr. Arman's correspondence yesterday apprised you of that fact.
Attached please find a partial preliminary draft of a cross-complaint that Mr. Arman assumes he will have to turn over to our attorneys for action if we do not hear from you promptly to begin substantive negotiations of the rent and remediation of the TOXIC PIT.
I do expect the courtesy of an acknowledgment this time.
Mr. Arman has further requested me to compose a forthcoming website at www.ironmountainmines.org to display the truth of the events that have transpired over these many years.
While we would prefer to have more cooperation and less acrimony in these matters I trust that you see that the one thing we do not have much of is patience.
John Hutchens

925-878-9167 cross complaint.pdf

T.W. Arman

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, Plaintiffs, v. IRON MOUNTAIN MINES, INC. and T.W. ARMAN, et al Defendants.	Civil No. S-91-0768 DFL/JFM (Consolidated for all purposes with Civil No. S-91-1167 DFL/JFM) CROSS-COMPLAINT FOR: Malice, Fraud, Deceit, Takings; Just Compensation; Removal Action; Stigmatic Injury;

MEMORANDUM

1. This matter is before the Court on Defendant's claim for Just Compensation under the Fifth Amendment for the physical taking of real property, The taking arises from the federal government's deposit of large quantities of hazardous waste into Defendant's open pit mine (the "removal action") pursuant to action under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601-9675 (2002).

2. The United States has liability for the physical taking of the subject property.

3. (See BASSETT, NEW MEXICO LLC, v. UNITED STATES Takings; Just Compensation;)

4. The DEFENDANTS request the Court for an evaluation of just compensation in the present case.

5. The Court's evaluation should focus on ascertaining Defendant's damages award. As a function of determining the just compensation owed to Plaintiff, and to consider whether the remedial or removal action constituted a special benefit to Defendant that should be deducted from any damages award, and whether the Court may award compensation for damages proximately caused by the physical taking at issue, including damages such as stigmatic injury and potential CERCLA liability, and damages for FRAUD, MALICE, or DECEIT.

FACTS

6. Defendant's T.W. Arman and Iron Mountain Mines, Inc. have been subjected to an ongoing EPA Superfund remedial action on the "Iron Mountain Mines" property for over 20 years, with no final plan yet to be offered, and causing enormous financial hardship and virtually destroying the business opportunity acquired when Defendant purchased the property in 1976.

7. Defendant's continue to be harmed by the EPA and State agencies in many ways, but especially because of liens imposed upon Defendant's property by the EPA and the California Water Resources Board that were never removed after the litigation was concluded, in negligent violation and contrary to the terms of the Consent Judgment, to which the EPA and the State agencies were settling parties.

8. Defendant's believe that the reason Defendant's have had to endure this unlawful oppression of Defendant's property is due to the malice, fraud, and deceit of individuals within the EPA and other State and Federal government agencies, who have resolved to defy the terms of the Consent Judgment to which they are a party in order to avoid the prospect of having to pay for the liability to Defendant's T.W. Arman and Iron Mountain Mines Inc. for the Taking of Property for the Public Benefit Without Just Compensation, in Violation of the 5th Amendment to the Constitution of the United States of America, and because agents of the State and Federal Government have harbored personal resentment and bias against Defendant's for defending rights and protesting the implementation of remedial actions without a final plan.

9. As some evidence of these allegations Defendant's refer to the 1st ROD, (Record of Decision) of 10/03/1986, which states (page 4):

10. **"OVERVIEW OF THE PROBLEM**

MINERALIZED ZONES THAT HAVE EXTENSIVE UNDERGROUND WORKINGS FROM PAST MINING ACTIVITIES ARE THE PRIMARY SOURCE OF CONTAMINATION."

11. And a few pages later (page 7),

12. "THE IRON MOUNTAIN PROPERTY WAS PURCHASED FROM MOUNTAIN COPPER COMPANY BY STAUFFER CHEMICAL COMPANY IN 1967. THE PROPERTY WAS SUBSEQUENTLY SOLD TO IRON MOUNTAIN MINES, INC., IN 1976.

THERE HAS BEEN SOME CORE SAMPLING, BUT THERE IS NO EVIDENCE THAT MINING HAS OCCURRED UNDER THE CURRENT OWNERSHIP."

13. These critical facts relating to actual responsibility for the Acid Mine Drainage at Iron Mountain Mines are mysteriously and suspiciously absent from the 4 subsequent RODs. and other documents such as the "MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF THE JOINT MOTION OF THE UNITED STATES OF AMERICA, THE STATE OF CALIFORNIA, AND AVENTIS CROPSCIENCE USA, INC. FOR ENTRY OF CONSENT DECREE" submitted by the Department of Justice, the Attorney General, the EPA, the California Attorney General, and the Law firms of Aventis, the responsible party in this case.

14. After 14 years of litigation the Court entered a Consent Judgment on 12-08-2000.

15. That same day the Court issued an Order:

16. "ORDER by Honorable David F. Levi motion to dismiss crs-clms with prejudice by dft Aventis CropScience [1174-1] GRANTED, [289-1]; ACCORDINGLY final judgment will be entered in accordance with FRCP 54(b); dismissing w/prejudice the crs-clms of Iron Mtn Mines Inc and TW Arman against Aventis CropScience USA Inc; and dismissing w/prejudice the crs-clms of Aventis CropScience USA Inc against Iron Mtn Mines Inc and TW Arm (cc: all counsel) (ljr)"

17. The significance of this Order is that it acknowledges final judgment in accord with FRCP 54(b):

18. Judgment on Multiple Claims or Involving Multiple Parties.When an action presents more than one claim for relief — whether as a claim, counterclaim, cross-claim, or third-party claim — or when multiple parties are involved, the court may direct entry of a final judgment as to one or more, but fewer than all, claims or parties only if the court expressly determines that there is no just reason for delay. Otherwise, any order or other decision, however designated, that adjudicates fewer than all the claims or the rights and liabilities of fewer than all the parties does not end the action as to any of the claims or parties and may be revised at any time before the entry of a judgment adjudicating all the claims and all the parties' rights and liabilities.

19. Therefore, the language of paragraph 86 of the Consent Judgment is unequivocal and un-ambiguous in that it obtains the "Complete Relief" as defined in 42 U.S.C. 9613(f)(2):

20. "The "matters addressed" in this settlement are all response actions taken or to be taken, all response costs incurred or to be incurred, and all Natural Resource Damages incurred or to be incurred, by the United States, the State agencies, or any other person with respect to the Site, and specifically include without limitation the Work to be performed by the Site Operator, all claims, counterclaims, and cross-claims filed by and against the parties in the above captioned cases, and those matters governed by the covenants contained in Sections XXI and XXII of this Consent Decree."

21. The EPA expressed its support for the Consent Decree in the "MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF THE JOINT MOTION OF THE UNITED STATES OF AMERICA, THE STATE OF CALIFORNIA, AND AVENTIS CROPSCIENCE USA, INC. FOR ENTRY OF CONSENT DECREE".

22. On Page 13 of this Memorandum, The government acknowledges that this Consent Judgment addresses all future CERCLA liability, pursuant to 42 U.S.C. 9622(f)(6)(B), which states; (B) In extraordinary circumstances, the President may determine, after assessment of relevant factors such as those referred to in paragraph (4) and volume, toxicity, mobility, strength of

evidence, ability to pay, litigative risks, public interest considerations, precedential value, and inequities and aggravating factors, not to include the exception referred to in subparagraph (A) if other terms, conditions, or requirements of the agreement containing the covenant not to sue are sufficient to provide all reasonable assurances that public health and the environment will be protected from any future releases at or from the facility.

23. Footnote 31 on page 13 states:
"The conditions for a CERCLA 122(f)(6)(B) covenant are met in this case. First, EPA determined that the case presents "extraordinary circumstances" including, on the one hand, the very long-term nature of the Site remedy, the complexity of the litigation in the absence of settlement, the existence of only one truly financially viable defendant in the case and, on the other hand, the proven effectiveness and viability of the remedy and EPA's thorough understanding of the risks and costs associated with the Site, obtained from over 15 years of extensive site investigations.

24. Second, the terms and conditions of the Consent Decree provide "reasonable assurances that public health and the environment will be protected from any future releases at or from the [Site]," as required by Section 122 (f)(6)(B). As noted above, the current remedial actions control 95 percent of metal releases from the Site, and the settlement will secure that effective remedy over the long term. The settlement contains several levels of protection that ensure a highly reliable remedy, including the strong financial assurances created by the Policy (issued by a AAA insurer), the $100 million in cost overrun coverage, other insurance and financial assurance requirements contained in the SOW and Consent Decree. In addition, the settlement provides additional payments of $8.0 million following entry of the Decree and $514 million in 2030, which will be available to fund future response actions."

25. Furthermore, in the DISCUSSION section, (page 14), the government acknowledges that the Judgment is "reasonable, fair, and consistent with the purposes that CERCLA intended to serve." And on page 16, line 23, "the settlement set forth in the proposed Consent Decree is by every measure, procedurally fair."

26. It is therefore evident that the counsel for the government agencies knew that the provisions of the Consent Judgment were final and that no further recourse would be available against the parties.

27. Nevertheless, since the Consent Judgment was issued, the EPA and other agencies have treated it as thought it was a partial judgment, and continued to prosecute and persecute Defendant's as though the case had not been settled and concluded.

28. More examples of the malice, fraud, and deceit to which Defendant's have been subjected, are the statements on page 18, lines 4 and on, which express the bitterness and prejudicial bias that the government counsel have towards T.W. Arman and IMMI, and how much contempt they hold, by asserting that "If the governments were to continue litigation against Arman and IMMI, we are confident that those defendants would be unable to support a defense to liability under Section 107(b) of the statute."

29. Further corroboration of these sentiments are the additional statements made within this document's footnotes 33 and 34:

30. 33 "While Aventis is liable as an indirect successor corporation, Arman and IMMI are liable as owner and operator of the site for the past 25 years. In addition, leaving aside any question of Aventis's successor liability, a straight allocation of the Site liability based upon period of ownership (roughly 75 years for Aventis's predecessors versus 25 years for Arman and IMMI) yields approximately a 75/25 percent apportionment, which is consistent with the proposed settlement with Aventis.."

31. 34 "The only defense that might be available in the third-party/innocent landowner defense provided for by Sections 101(35) and 107(b)(3) of CERCLA, 42 U.S.C. 9601(35), 9608(b)(3), That defense, however, requires, amongst other things, the exercise of "due care" with respect to hazardous substances at the Site. Given that the United States was forced to obtain an injunc-

tion from this Court against interferences by IMMI and Arman with EPA's response activities at the Site, United States v. Iron Mountain Mines, Inc. and T.W. Arman, 28 Env't Rep. Cas. (BNA) 1454, 1454-55 (E.D. Cal. 1987) They are, therefore, effectively without a defense to liability under the statute. The government also believes that Arman and IMMI fail to meet the other requirements of the third-party/innocent landowner defense.

32. This absurd calculation in 33 of the supposed "apportionment" of liability by the EPA, beyond a "nonbinding preliminary allocation of responsibility", is entirely arbitrary and irrelevant in joint and several liability cases such as CERCLA cases, and apportionment was not addressed within the Consent Judgment. Nevertheless, since the Consent Judgment, EPA and its counsel have made claims that this EPA apportionment scheme is the basis for maintaining a 51 million dollar lien against Defendant's properties, and persist in oppressing Defendant's and Defendant's property with a lien that should have been removed immediately with the Consent Judgment. Such inaccurate and inappropriate representations by EPA counsel are indicative of the prejudicial treatment and the bias and contempt from which Defendant's have suffered in Defendant's dealings with the EPA.

33. Section 34 offers an even more flawed and prejudicial analysis of the liability and completely ignores the Courts prerogative and discretion to determine any apportionment or contribution for liability and the Courts objective to achieve a just and equitable conclusion to the litigation.

34. Apportionment in a CERCLA case can only be addressed by the PRPs through counterclaims and cross-claims for contribution, matters that were settled concurrently with the Consent Judgment, and for which the Court in its wisdom observed there was no longer any just reason for delay of a final judgment. (Mr. Arman had only owned the property for 7 years when the EPA placed the property on the NPL and commenced remedial investigations, or less than 6% of the time the mine had been in existence, and T.W. Arman had never actively mined the site, as stated in the first ROD. (During depositions by Federal Investigators it was also revealed that a principal of Stauffer Chemical, (the seller of the property to T.W. Arman) with-

held information concerning environmental issues on the property during sale negotiations. It is therefore plausible to deduce by inference that the sellers were intent on vacating the premises in order to escape the liability they presumably anticipated, and abandoned the property to the unsuspecting victim of their subterfuge, (Mr. T.W. Arman), facts that were no doubt conducive to obtaining the remarkable record settlement from Defendant Aventis that the Court did achieve.)

35. Plaintiff United States, and the EPA subjected the Property to a "remedial action" and a "removal action" pursuant to CERCLA. Under CERCLA, 42 U.S.C. § 9601 (2002).

36. The cleanup of the Area included the processing and treatment of the AMD by lime precipitation, followed by excavation and transportation of contaminated "high density sludge" (HDS) from the lime treatment plant to the "Brick Flat" open pit mine for disposal.

37. The EPA subjected the property to a "remedial action", performed initially by the PRPs, with the lime precipitation of metals from the AMD water. The EPA thereafter subjected the Property to a "remedial action" pursuant to CERCLA. Under CERCLA, a removal action includes the cleanup of waste releasing or threatening to release hazardous contaminants. 42 U.S.C. § 9601 (2002). The Brick Flat open pit mine was taken by the EPA to be used as a "disposal cell", and a massive dam was built to contain the sludge. Estimates of the amount of sludge already accumulated in the first 20 years of treatment range to over 700,000 tons of toxic and hazardous waste generated and stored in this OPEN AIR TOXIC PIT. With future planned expansion, the OPEN AIR TOXIC PIT disposal cell will be completely full in another 70 years, and contain approximately 4,000,000 tons of toxic and hazardous waste.

38. The EPA's published information about the AMD at Iron Mountain Mines indicates an accepted scientific estimate of the longevity of the AMD of over 3,500 years, by which time the EPA's lime treatment process will have probably generated a billion tons of toxic waste.

ARGUMENT

39. Mr. Arman was deceived and defrauded into the purchase of Iron Mountain Mines in an ultimately unsuccessful attempt by the previous owners to escape environmental liability.

40. Mr. Arman has not conducted any of the mining activities found to be responsible for the naturally occurring flow of AMD waters from the mine.

41. The Consent Judgment terminated Mr. Arman and Iron Mountain Mines rights to recovery of joint and several costs against the other PRPs, pursuant to FRCP 54(b).

42. The authority to enter the Consent Decree was predicated on rule 54(b), which states in relevant part: "When more than one claim for relief is presented in an action . . . the court may direct the entry of a final judgment as to one or more but fewer than all of the claims . . . only upon an express determination that there is no just reason for delay and upon an express direction for the entry of judgment. In the absence of such determination and direction, any order or other form of decision, however designated, which adjudicates fewer than all the claims . . . shall not terminate the action as to any of the claims . . . , and the order or other form of decision is subject to revision at any time before the entry of judgment adjudicating all the claims.."

43. The Consent Decree states in paragraph 86. " The "matters addressed" in this settlement are all response actions taken or to be taken, all response costs incurred or to be incurred, and all Natural Resource Damages incurred or to be incurred, by the United States, the State agencies, or any other person with respect to the Site, and specifically include without limitation the Work to be performed by the Site Operator, all claims, counterclaims, and cross-claims filed by

and against the parties in the above-captioned cases, and those matters governed by the covenants contained in Sections XXI and XXII of this Consent Decree."

44. Nevertheless, and despite the Courts unmistakable intent that the Consent Decree was a full and final judgment and not a partial judgment, (*all claims, counterclaims, and cross-claims*) , and that the aforementioned Joint Motion stated that the Consent Decree should be understood as a 54(b) Judgment, the State of California Water Resources Control Board and the Department of Toxic Substance, (now CalEPA), and the EPA, (all signatories to the Consent Decree), along with the Department of Justice have levied claims against Mr. Arman and Iron Mountain Mines Inc. of some $51 million in past costs that are now reported to be over 100 million dollars with interest, and maintained a lien against the property, effectively clouding title to the property and preventing Mr. Arman from obtaining credit or conducting business.

45. Therefore, the Defendant's request the Court to provide an evaluation of the just compensation for Takings in the present case, to evaluate the conduct of State and Federal Agencies and government personnel for MALICE, FRAUD, and DECEIT, and the difference between the Property's post-taking and pre-taking overall fair market values, plus interest, attorney's fees, and costs.

Exhibit C

February 20, 2008 Email, Hutchens to Takata, requesting referral to Office of Investigations

"John"
<john@artmodular.com>
02/20/2008 04:58 PM

To Keith Takata/R9/USEPA/US@EPA
cc <dboyd@boydkimball.com>, "Fran Kaminer" <fkaminer@wfkplaw.com>, "Jeffrey Heaton" <jeffheaton@comcast.net>, <jhall@bhsmck.com>, John
bcc
Subject

Dear Mr. Takata,
Please bring this matter to the attention of the Office of Investigations and such other agencies as may be appropriate.
Thank You,

John Hutchens Office of Investigations.pdf

IMMI Developments

Iron Mountain Mines, Inc.
P.O. Box 992867, Redding, CA 96099
Tel (530) 275-4550 Fax (530) 275-4559

Office of Investigations, U.S. EPA

Re: Iron Mountain Mines Superfund Site.

To Whom It May Concern:

I, T.W. Arman, have been subjected to an ongoing EPA Superfund remedial action on my "Iron Mountain Mines" property for over 20 years now, with no final plan yet to be offered, and causing me enormous financial hardship and virtually destroying the business opportunity I had thought I acquired when I purchased this property in 1976.

I continue to be harmed by the EPA and State agencies in many ways, but especially because of liens imposed upon my property by the EPA and the California Water Resources Board that were never removed after the litigation was concluded, in negligent violation and contrary to the terms of the Consent Judgment, to which the EPA and the State agencies were settling parties.

I believe that the reason I have had to endure this unlawful oppression of me and my property is due to the malice, fraud, and deceit of individuals within the EPA and other State and Federal government agencies, who have resolved to defy the terms of the Consent Judgment to which they are a party in order to avoid the prospect of having to pay for their liability to T.W. Arman and Iron Mountain Mines Inc. for the Taking of Property for the Public Benefit Without Just Compensation, in Violation of the 5th Amendment to the Constitution of the United States of America, and because they have harbored personal resentment and bias against me for many years now for defending my rights and protesting the implementation of remedial actions without a final plan.

As some evidence of these allegations I refer to the 1st ROD, (Record of Decision) of 10/03/1986, which states:

Iron Mountain Mines, Inc.

"OVERVIEW OF THE PROBLEM

MINERALIZED ZONES THAT HAVE EXTENSIVE UNDERGROUND WORKINGS FROM PAST MINING ACTIVITIES ARE THE PRIMARY SOURCE OF CONTAMINATION."

And a few pages later,

"THE IRON MOUNTAIN PROPERTY WAS PURCHASED FROM MOUNTAIN COPPER COMPANY BY STAUFFER CHEMICAL COMPANY IN 1967. THE PROPERTY WAS SUBSEQUENTLY SOLD TO IRON MOUNTAIN MINES, INC., IN 1976.

THERE HAS BEEN SOME CORE SAMPLING, BUT THERE IS NO EVIDENCE THAT MINING HAS OCCURRED UNDER THE CURRENT OWNERSHIP."

These critical facts relating to actual responsibility for the Acid Mine Drainage at Iron Mountain Mines are mysteriously and suspiciously absent from the 4 subsequent RODs. and other documents such as the "MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF THE JOINT MOTION OF THE UNITED STATES OF AMERICA, THE STATE OF CALIFORNIA, AND AVENTIS CROPSCIENCE USA, INC. FOR ENTRY OF CONSENT DECREE" submitted by the Department of Justice, the Attorney General, the EPA, the California Attorney General, and the Law firms of Aventis, the responsible party in my case.

After 14 years of litigation the Court entered a Consent Judgment on 12-08-2000.

That same day the Court issued an Order:

"ORDER by Honorable David F. Levi motion to dismiss crs-clms with prejudice by dft Aventis CropScience [1174-1] GRANTED, [289-1]; ACCORDINGLY final judgment will be entered in accordance with FRCP 54(b); dismissing w/prejudice the crs-clms of Iron Mtn Mines Inc and TW Arman against Aventis CropScience USA Inc; and dismissing w/prejudice the crs-clms of Aventis CropScience USA Inc against Iron Mtn Mines Inc and TW Arm (cc: all counsel) (ljr)"

The significance of this Order is that it acknowledges final judgment in accord with FRCP 54(b):

Judgment on Multiple Claims or Involving Multiple Parties.

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Therefore, the language of paragraph 86 of the Consent Judgment is unequivocal and unambiguous in that it obtains the "Complete Relief" referred to in 42 U.S.C. 9613(f)(2):

"The "matters addressed" in this settlement are all response actions taken or to be taken, all response costs incurred or to be incurred, and all Natural Resource Damages incurred or to be incurred, by the United States, the State agencies, or any other person with respect to the Site, and specifically include without limitation the Work to be performed by the Site Operator, all claims, counterclaims, and cross-claims filed by and against the parties in the above captioned cases, and those matters governed by the covenants contained in Sections XXI and XXII of this Consent Decree."

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On Page 13 of this Memorandum, The government acknowledges that this Consent Judgment addresses all future CERCLA liability, pursuant to 42 U.S.C. 9622(f)(6)(B), which states;

(B) In extraordinary circumstances, the President may determine, after assessment of relevant factors such as those referred to in paragraph (4) and volume, toxicity, mobility, strength of evidence, ability to pay, litigative risks, public interest considerations, precedential value, and inequities and aggravating

factors, not to include the exception referred to in subparagraph (A) if other terms, conditions, or requirements of the agreement containing the covenant not to sue are sufficient to provide all reasonable assurances that public health and the environment will be protected from any future releases at or from the facility.

Footnote 31 on page 13 states:
"The conditions for a CERCLA 122(f)(6)(B) covenant are met in this case. First, EPA determined that the case presents "extraordinary circumstances" including, on the one hand, the very long-term nature of the Site remedy, the complexity of the litigation in the absence of settlement, the existence of only one truly financially viable defendant in the case and, on the other hand, the proven effectiveness and viability of the remedy and EPA's thorough understanding of the risks and costs associated with the Site, obtained from over 15 years of extensive site investigations.

Second, the terms and conditions of the Consent Decree provide "reasonable assurances that public health and the environment will be protected from any future releases at or from the [Site]," as required by Section 122 (f)(6)(B). As noted above, the current remedial actions control 95 percent of metal releases from the Site, and the settlement will secure that effective remedy over the long term. The settlement contains several levels of protection that ensure a highly reliable remedy, including the strong financial assurances created by the Policy (issued by a AAA insurer), the $100 million in cost overrun coverage, other insurance and financial assurance requirements contained in the SOW and Consent Decree. In addition, the settlement provides additional payments of $8.0 million following entry of the Decree and $514 million in 2030, which will be available to fund future response actions."

Furthermore, in the DISCUSSION section, (page 14), the government acknowledges that the Judgment is "reasonable, fair, and consistent with the purposes that CERCLA intended to serve." And on page 16, line 23, "the settlement set forth in the proposed Consent Decree is by every measure, procedurally fair."

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Further corroboration of these sentiments are the additional statements made within this document's footnotes 33 and 34:

33 "While Aventis is liable as an indirect successor corporation, Arman and IMMI are liable as owner and operator of the site for the past 25 years. In addition, leaving aside any question of Aventis's successor liability, a straight allocation of the Site liability based upon period of ownership (roughly 75 years for Aventis's predecessors versus 25 years for Arman and IMMI) yields approximately a 75/25 percent apportionment, which is consistent with the proposed settlement with Aventis.."

34 "The only defense that might be available in the third-party/innocent landowner defense provided for by Sections 101(35) and 107(b)(3) of CERCLA, 42 U.S.C. 9601(35), 9608(b)(3), That defense, however, requires, amongst other things, the exercise of "due care" with respect to hazardous substances at the Site. Given that the United States was forced to obtain an injunction from this Court against interferences by IMMI and Arman with EPA's response activities at the Site, United States v. Iron Mountain Mines, Inc. and T.W. Arman, 28 Env't Rep. Cas. (BNA) 1454, 1454-55 (E.D. Cal. 1987) They are, therefore, effectively without a defense to liability under the statute. The government also believes that Arman and IMMI fail to meet the other requirements of the third-party/innocent landowner defense.

This absurd calculation in 33 of the supposed "apportionment" of liability by the EPA, beyond a "nonbinding preliminary allocation of responsibility", is entirely arbitrary and irrelevant in joint and several liability cases such as CERCLA cases, and apportionment was not addressed within the Consent

Judgment. Nevertheless, since the Consent Judgment, EPA and its counsel have made claims that this EPA apportionment scheme continues to have some validity or basis in fact, and persist in oppressing me and my property with a lien that should have been removed immediately with the Consent Judgment. Such inaccurate and inappropriate representations by EPA counsel are indicative of the prejudicial treatment and the bias and contempt from which I have suffered in my dealings with the EPA.

Section 34 offers an even more flawed analysis of liability and completely ignores the Courts prerogative to determine any apportionment or contribution for liability and the Courts objective to achieve a just and equitable conclusion to the litigation.

Apportionment in a CERCLA case can only be addressed by the PRPs through counter-claims and cross-claims for contribution, matters that were settled concurrently with the Consent Judgment, and for which the Court in its wisdom observed there was no longer any just reason for delay of a final judgment. (Mr. Arman had only owned the property for 8 years when the EPA placed the property on the NPL and commenced remedial investigations, or less than 7% of the time the mine had been in existence, and T.W. Arman had never actively mined the site, as stated in the first ROD. (During depositions by Federal Investigators it was also revealed that a principal of Stauffer Chemical, (the seller of the property to T.W. Arman) withheld information concerning environmental issues on the property during sale negotiations. It is therefore plausible by inference that the sellers were intent on vacating the premises in order to try to escape the liability they presumably anticipated, and abandoned the property to the unsuspecting victim of their subterfuge, (Mr. T.W. Arman), facts that were no doubt conducive to obtaining the remarkable record settlement from Aventis that the Court did achieve.)

This past year I, T.W. Arman, have been subjected to false accusations of criminal conduct by EPA employees and the EPA contractor, subjected to rude and humiliating interruptions by the site contractors employees while trying to attend to my own guests, suffered the indignity of having witchcraft performed upon my property by employees of the site operator, been deprived of access to my property by the site contractor on numerous occasions, been deprived of possession of the gate keys since March 19th, 2007, threatened with legal action by counsel for the site contractor verging on extortion, and compelled to utilize a CB radio to communicate my whereabouts to the EPA site contractor at all times, an unprecedented requirement in industry or government, even when there is not a single other vehicle on my

8 miles of roads, and without any lawful authority of the EPA or its agents to require me to do so. The requirement for using a CB radio continuously on my narrow and winding mountain roads is in fact very dangerous, and this ridiculous and unwarranted policy should be discontinued for the safety of any drivers and passengers and vehicles on my property.

Almost 8 years after the Consent Decree, I continue to be deprived of my livelihood, my liberty, and my property, because of the conduct of the EPA.

I believe that this harassment is escalating because I have started a new business venture to pursue a business enterprise for the purpose of resource conservation and recovery of the sludge disposed upon my property, and to provide for the personnel and technologies to achieve a Final Plan for the remedial actions at Iron Mountain Mine. I also believe that I am being harassed because I have questioned the accounting of the Trust Funds for the remedial actions and because I have discovered significant failures and discrepancies in the EPA's and the contractor's work on Iron Mountain Mine and because I am seeking the assistance of the President of the United States and the Governor of the State of California in establishing whether and to what extent proper testing by the EPA and the contractor of the water and sludge has taken place, and whether the requirements of compliance with the laws of the United States and State of California concerning toxic waste pits and hazardous waste storage, treated waste water quality, resource conservation and recovery, and other environmental laws as specified in the 5 RODs are being met, and whether the supposed contamination on my property is being cleaned up, or being made worse.

I am prepared to provide substantially more documentation of the facts concerning the abuses I have suffered during the EPA's occupation of my property, and I believe and allege that personnel employed by the EPA, its contractors, and other government agencies, have conspired by fraud, malice, and deceit to deprive me of my civil rights.

T.W. Arman

President, Iron Mountain Mines, Inc.

Managing Member, Iron Mountain Mines, LLC

Date: February 20, 2008

Exhibit D

February 16, 2008 Email, Hutchens to Lyons with attached February 7, 2008 letter from Arman to President Bush

From: Lyons.John@epamail.epa.gov
Sent: Thursday, February 28, 2008 5:31 PM
To: Corcoran, Larry (ENRD)
Subject: Fw: Iron Mountain Mines

Attachments: The Honorable George W Bush 6901 signed by Ted.pdf


The Honorable George W Bush 69..

----- Forwarded by John Lyons/R9/USEPA/US on 02/28/2008 02:30 PM -----

"John" <john@artmodular.com>		To
02/07/2008 03:40 PM	Richard Sugarek/R9/USEPA/US@EPA	cc
	"Brian Stone" <bjsloansuccess@msn.com>, "David Sadoff" <david.sadoff@aig.com>, <jhall@bhsmck.com>, "Ken Pisciotto" <ken.pisciotto@aig.com>, "Wayne Kaufman" <wayne.kaufman@aig.com>, "Jeffrey Heaton" <jeffheaton@comcast.net>, <ken@goldenhillsinc.com>, John Lyons/R9/USEPA/US@EPA	
		Subject
	Re: Iron Mountain Mines	

Dear Mr. Sugarek,
Attached please find the most recent correspondence by T.W. Arman to the Honorable President of the United States George W. Bush.
Should you have any questions feel free to contact me by telephone, my number is 925-878-9167
Regards,
John Hutchens(See attached file: The Honorable George W Bush 6901 signed by Ted.pdf)

IMMI Developments

Iron Mountain Mines, Inc.

P.O. Box 992867, Redding, CA 96099
Tel (530) 275-4550 Fax (530) 275-4559

The Honorable George W. Bush, President of the United States of America

Dear Mr. President,

I am corresponding to you again concerning my property known as Iron Mountain Mines, located in Shasta County, California.

As you know the EPA has been conducting remedial actions to treat the Acid Mine Discharge (AMD) water on my property for about 20 years.

In conjunction with that treatment they have utilizing a lime treatment process that puts the minerals that I used to collect into high density sludge (HDS) that they then dispose within the former open pit mine located upon my property.

As this treatment process has resulted so far in the accumulation of some 400,000 tons of potentially toxic and hazardous sludge upon my property, and since the EPA apparently plans to continue making this sludge for another 3000 years, (by which time my entire property will be covered by sludge several hundred feet thick, which would be enough material to make about 45 Great Pyramids of Egypt), I am asking for your assistance pursuant to 42 U.S.C. 6901 et seq (a)(4), (b)(1 thru 8), and (c)(1 thru 3), and 6902 et seq (a)(1 thru 11) and (b), and 9622 (a), (b)(1 thru 4) to help me to correct this problem.

I have entered into a joint venture agreement with Mr. John F. Hutchens to form a new company with a plan to install a new ion exchange facility to intercept the AMD before it enters the existing treatment plant in order to remove and sell most of the metals from the water and substantially all of the toxic metals. We also plan to build a fertilizer manufacturing facility to recover and sell the sulphur and other minerals from the water, and the calcium carbonate, gypsum, and metals and minerals from the sludge. These processes should ideally result in water cleaner than the water now being released into the Sacramento River by the EPA and its contractor from the treatment facility. We intend to maintain the existing equipment both as a fail safe measure to ensure compliance with the existing laws and by further refinements and improvements to the existing equipment provide water sufficiently pure to be acceptable for the potable water supply.

In conjunction with these enterprises we are designing and planning facilities for solar, wind, and coal gasification co-generation facilities, and a research facility to be known as the T.W. Arman Institute, for the study of mines, mining, mine water treatment, ecology and the environment, and such other fields of study and research as the academic and government institutions utilizing these facilities may deem appropriate.

We are therefore asking for your assistance by way of a commission for a Resource Conservation and Recovery Panel to assist us in the planning of these facilities, and financing assistance for the design, engineering, and construction of these facilities as provided for in the aforementioned sections of the United States Code.

Thank You for your prompt consideration of these matters, Very Best Regards,

T.W. (Ted) Arman
President, Iron Mountain Mines, Inc.

Date: February 7, 2008

Exhibit E

February 12, 2008 Email, Hutchens to Lyons with attached Durable Power of Attorney from Arman

"John"
<john@artmodular.com>
02/12/2008 10:58 AM

To John Lyons/R9/USEPA/US@EPA
cc
bcc
Subject

History: This message has been forwarded.

Dear Mr. Lyons,
Attached please find T.W. Arman's durable power of attorney.
John Hutchens

925-878-9167 Ted Arman Durable Power of Attorney.pdf

CALIFORNIA GENERAL DURABLE POWER OF ATTORNEY

THE POWERS YOU GRANT BELOW ARE EFFECTIVE EVEN IF YOU BECOME DISABLED OR INCOMPETENT

CAUTION: A DURABLE POWER OF ATTORNEY IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING THE DURABLE POWER OF ATTORNEY, YOU ARE AUTHORIZING ANOTHER PERSON TO ACT FOR YOU, THE PRINCIPAL. BEFORE YOU SIGN THIS DURABLE POWER OF ATTORNEY, YOU SHOULD KNOW THESE IMPORTANT FACTS: YOUR AGENT (ATTORNEY-IN-FACT) HAS NO DUTY TO ACT UNLESS YOU AND YOUR AGENT AGREE OTHERWISE IN WRITING. THIS DOCUMENT GIVES YOUR AGENT THE POWERS TO MANAGE YOUR REAL PROPERTY. THIS DOCUMENT DOES NOT GIVE YOUR AGENT THE POWER TO ACCEPT OR RECEIVE ANY OF YOUR PROPERTY, IN TRUST OR OTHERWISE, AS A GIFT, UNLESS YOU SPECIFICALLY AUTHORIZE THE AGENT TO ACCEPT OR RECEIVE A GIFT. YOUR AGENT WILL HAVE THE RIGHT TO RECEIVE REASONABLE PAYMENT FOR SERVICES PROVIDED UNDER THIS DURABLE POWER OF ATTORNEY UNLESS YOU PROVIDE OTHERWISE IN THIS POWER OF ATTORNEY. THE POWERS YOU GIVE YOUR AGENT WILL CONTINUE TO EXIST FOR SO LONG AS THE PROJECT EXISTS, UNLESS YOU STATE THAT THE DURABLE POWER OF ATTORNEY WILL LAST FOR A SHORTER PERIOD OF TIME OR UNLESS YOU OTHERWISE TERMINATE THE DURABLE POWER OF ATTORNEY.

THE POWERS YOU GIVE YOUR AGENT IN THIS DURABLE POWER OF ATTORNEY WILL CONTINUE TO EXIST EVEN IF YOU CAN NO LONGER MAKE YOUR OWN DECISIONS RESPECTING THE MANAGEMENT OF YOUR PROPERTY. YOU CAN AMEND OR CHANGE THIS DURABLE POWER OF ATTORNEY ONLY BY EXECUTING A NEW DURABLE POWER OF ATTORNEY OR BY EXECUTING AN AMENDMENT THROUGH THE SAME FORMALITIES AS AN ORIGINAL. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME, SO LONG AS YOU ARE COMPETENT, OR BY ORDER OF YOUR ATTORNEY.

THIS DURABLE POWER OF ATTORNEY MUST BE DATED AND MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC OR SIGNED BY TWO WITNESSES. IF IT IS SIGNED BY TWO WITNESSES, THEY MUST WITNESS EITHER (1) THE SIGNING OF THE POWER OF ATTORNEY OR (2) THE PRINCIPAL'S SIGNING OR ACKNOWLEDGMENT OF HIS OR HER SIGNATURE. A DURABLE POWER OF ATTORNEY THAT MAY AFFECT REAL PROPERTY RELATED TO THE SPECIFIED PROJECTS AND SHOULD BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC SO THAT IT MAY EASILY BE RECORDED.

YOU SHOULD READ THIS DURABLE POWER OF ATTORNEY CAREFULLY. WHEN EFFECTIVE, THIS DURABLE POWER OF ATTORNEY WILL GIVE YOUR AGENT THE RIGHT TO DEAL WITH THE SPECIFIED PROPERTY THAT YOU NOW HAVE OR MIGHT ACQUIRE IN THE FUTURE. THE DURABLE POWER OF ATTORNEY IS IMPORTANT TO YOU. IF YOU DO NOT UNDERSTAND THE DURABLE POWER OF ATTORNEY, OR ANY PROVISION OF IT, THEN YOU SHOULD OBTAIN THE ASSISTANCE OF AN ATTORNEY OR OTHER QUALIFIED PERSON.

NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS ATTORNEY-IN-FACT BY ACTING OR AGREEING TO ACT AS THE AGENT (ATTORNEY-IN-FACT) UNDER THIS

POWER OF ATTORNEY YOU ASSUME THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT. THESE RESPONSIBILITIES INCLUDE

1. THE LEGAL DUTY TO ACT SOLELY IN THE INTEREST OF THE PRINCIPAL AND TO AVOID CONFLICTS OF INTEREST.

2. THE LEGAL DUTY TO KEEP THE PRINCIPAL'S PROPERTY SEPARATE AND DISTINCT FROM ANY OTHER PROPERTY OWNED OR CONTROLLED BY YOU. YOU MAY NOT TRANSFER THE PRINCIPAL'S PROPERTY TO YOURSELF WITHOUT FULL AND ADEQUATE CONSIDERATION OR ACCEPT A GIFT OF THE PRINCIPAL'S PROPERTY UNLESS THIS POWER OF ATTORNEY SPECIFICALLY AUTHORIZES YOU TO TRANSFER PROPERTY TO YOURSELF OR ACCEPT A GIFT OF THE PRINCIPAL'S PROPERTY. IF YOU TRANSFER THE PRINCIPAL'S PROPERTY TO YOURSELF WITHOUT SPECIFIC AUTHORIZATION IN THE POWER OF ATTORNEY, YOU MAY BE PROSECUTED FOR FRAUD AND/OR EMBEZZLEMENT. IF THE PRINCIPAL IS 65 YEARS OF AGE OR OLDER AT THE TIME THAT THE PROPERTY IS TRANSFERRED TO YOU WITHOUT AUTHORITY, YOU MAY ALSO BE PROSECUTED FOR ELDER ABUSE UNDER PENAL CODE SECTION 368. IN ADDITION TO CRIMINAL PROSECUTION, YOU MAY ALSO BE SUED IN CIVIL COURT. I HAVE READ THE FOREGOING NOTICE AND I UNDERSTAND THE LEGAL AND FIDUCIARY DUTIES THAT I ASSUME BY ACTING OR AGREEING TO ACT AS THE AGENT (ATTORNEY-IN-FACT) UNDER THE TERMS OF THIS POWER OF ATTORNEY.

DATE: February 11th, 2009

(SIGNATURE OF AGENT)

John Francis Hutchens
(PRINT NAME OF AGENT)

CALIFORNIA GENERAL DURABLE POWER OF ATTORNEY

THE POWERS YOU GRANT BELOW ARE EFFECTIVE EVEN IF YOU BECOME DISABLED OR INCOMPETENT

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE TO BE EFFECTIVE EVEN IF YOU BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

I, T.W. Arman, appoint John F. Hutchens, P.O.Box 182, Canyon, Ca. 94516 as my Agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

(A) Real property transactions. To lease and/or rent, and to agree, bargain, and contract for the lease and/or and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve manage, insure, move, rent, lease, including specifically, but without limitation, real property lying and being situated in the State of California, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to T.W. Arman, T.W. Arman Revocable Trust, and or Iron Mountain Mines, Inc.Corp. and secured by the other parties mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.

(B) Claims and litigation. To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

This Power of Attorney is solely for the purpose of obtaining resolution to matters concerning Iron Mountain Mines Inc. and T.W. Arman in regards to the EPA and its Contractors and Iron Mountain Mines designation as an EPA Superfund site, the resolution of any liens, the collection of any just compensation, and the conduct of business for the mutual benefit of Ted Arman, Iron Mountain Mines Inc, Iron Mountain Mines LLC, and John Hutchens and his firm(s) in a joint venture operating agreement. This Power of Attorney is conditional and limited to matters concerning the Brick Flat Open Pit Mine/ Disposal Cell and the Lime Treatment/ High Density Sludge Processing Facility. This Power of Attorney shall be reviewed annually by T.W. Arman and the T.W. Arman Revocable Trust Board and will be considered for renewal based upon the performance of operations, the progress of approved work plans, consideration of technical and business matters. All Funding, Investments, Banking, Major Expenditures and Final Decisions shall require Two Signatures of the Parties Involved, T.W. Arman and John Hutchens.

THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.THIS POWER OF ATTORNEY SHALL BE CONSTRUED AS A GENERAL DURABLE POWER OF ATTORNEY AND SHALL CONTINUE TO BE EFFECTIVE EVEN IF I BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

(YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER PERSONS AS NECESSARY TO ENABLE THE AGENT TO PROPERLY EXERCISE THE POWERS GRANTED IN THIS FORM, BUT YOUR AGENT WILL HAVE TO MAKE ALL DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION-MAKING POWERS TO OTHERS, YOU SHOULD KEEP THE NEXT SENTENCE, OTHERWISE IT SHOULD BE STRICKEN.)

Authority to Delegate. My Agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my Agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

Successor Agent. If any Agent named by me shall die, become incompetent, resign or refuse to accept the

office of Agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such Agent:

Jerry Hall, esq., Stockton, CA

Choice of Law. THIS POWER OF ATTORNEY WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. IT WAS EXECUTED IN THE STATE OF CALIFORNIA AND IS INTENDED TO BE VALID IN ALL JURISDICTIONS OF THE UNITED STATES OF AMERICA AND ALL FOREIGN NATIONS.

I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.
I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this 11th day of February, 2008

[Your Signature] [Your Social Security Number]

(Signature of Notarial Officer)

Notary Public for the State of California My commission expires: 1/7/12.

D. STEFANI
COMM. # 1785304
NOTARY PUBLIC - CALIFORNIA
SHASTA COUNTY
COMM. EXPIRES JAN. 7, 2012

ACKNOWLEDGMENT OF AGENT

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

John Francis Hutchens
[Typed Name of Agent]

[Signature of Agent]

PREPARATION STATEMENT

This document was prepared by the following individual:

John F. Hutchens

[Signature]

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)
)ss.
County of Shasta)

On Feb. 11 2008 before me, D. Stefani, Notary Public, personally appeared Ted W. Amman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

D. STEFANI
COMM. # 1785304
NOTARY PUBLIC - CALIFORNIA
SHASTA COUNTY
COMM. EXPIRES JAN. 7, 2012

General Durable POA
Dated Feb. 11, 2007

2008ack.doc

Exhibit F

February 7, 2008 Email, Hutchens to Sugarek presenting six single-space pages of legal argument and attaching a January 29, 2008 Letter from Arman to President Bush

"John"
<john@artmodular.com>
02/07/2008 09:03 AM

To Richard Sugarek/R9/USEPA/US@EPA, Keith Takata/R9/USEPA/US@EPA
cc "Brian Stone" <bjsloansuccess@msn.com>, "David Sadoff" <david.sadoff@aig.com>, <jhall@bhsmck.com>, "Ken Pisciotto" <ken.pisciotto@aig.com>, "Wayne Kaufman"
bcc
Subject RE: Iron Mountain Mines

History: This message has been forwarded.

Dear Mr. Sugarek,
Thank you for transmitting to me a copy of the partial Summary Judgment of October, 2002.
Attached please find the recent correspondence from Ted concerning the EPA which is addressed to the President of the United States.
Please review paragraph 86 of the Consent Decree of December 2000.
I provide the text here for your convenience.

"86. The "matters addressed" in this settlement are all response actions or to be taken, all response costs incurred or to be incurred, and all Natural Resource Damages incurred or to be incurred, by the United States, the State agencies, or any other person with respect to the Site, and specifically include without limitation the Work to be performed by the Site Operator, all claims, counterclaims, and cross-claims filed by and against the parties in the above-captioned cases, and those matters governed by the covenants contained in Sections XXI and XXII of this Consent Decree."

Therefore the "question" of Ted Arman's and IMMI's status as a PRP is irrelevant, as the matter of a final judgment concerning financial liability had already been settled as to all the parties, as a matter of law.

Since any opportunity to challenge the Consent Decree has long since lapsed, any further attempts by the EPA or State agencies since the Consent Decree to make claims against IMMI or Ted Arman is in violation of the Consent Decree and inflicts damages by clouding title to the land as well as impairing any potential business opportunities. Furthermore the egregious and unwarranted violations of Ted Arman's Civil Rights concerning access and use of his property has caused immense harm, particularly against those rights as are embodied in the 5th amendment to the Constitution of the United States, (here again provided for your convenience): "No Person shall.....be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation."

Additionally, Ted Arman and IMMI are clearly entitled to commence proceedings pursuant to the California Constitution and to TITLE 42 U.S.C. §§ 1983, Civil action for deprivation of rights: Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress,.....

We therefore direct you to cease and desist in obstructing access by Ted Arman to his property, including any pretense of authority to require the use of a CB radio to communicate his whereabouts upon his property to you or your agents, subordinates, or subcontractors.

We further direct you to undertake an accounting of all property of Ted Arman and Iron Mountain Mines, Inc. which has been used by the EPA and its subcontractors since the Consent Decree for the benefit of the public and the EPA's remedial actions, and to determine a just compensation to Ted Arman and Iron Mountain Mines, Inc.

For you and your legal representatives additional convenience I have also included relevant portions of a decision regarding recent litigation concerning CERCLA Consent Decrees and rules concerning reopening of liability issues by the parties.

See Kalamazoo River Study Group v. Rockwell International Corporation and Eaton Corporation
http://www.ca6.uscourts.gov/opinions.pdf/04a0018p-06.pdf

1. Standard of Review
Generally, we review the denial of a Rule 60(b) motion for abuse of discretion. See Blue Diamond Coal Co. v. Trustees of the UMWA Combined Benefit Fund, 249 F.3d 519, 524 (6th Cir. 2001). However, we must "treat the district court's interpretation and application of the Federal Rules of Civil Procedure as a question of law and, as with all legal questions, review [the district court's] analysis de novo." Jalapeno Prop. Mgmt., LLC v. Dukas, 265 F.3d 506, 510 (6th Cir. 2001) (citing Indiana Lumbermens Mut. Ins. Co. v. Timberland Pallet & Lumber Co., 195 F.3d 368, 374 (8th Cir. 1999)). The district court's decision to construe KRSG's motion to reopen as one falling under the umbrella of Rule 60(b), and more specifically Rule 60(b)(2), is clearly an interpretation and application of the Rules of Civil Procedure, and thus we review de novo this portion of the court's analysis.
2. The Reopening of Allocation Orders under CERCLA
KRSG bases its objection to the district court's pigeonholing of its motion to reopen as a Rule 60(b) motion on the notion that the inherently equitable nature of the CERCLA allocation mechanism permits the reopening of allocation judgments independent of Rule 60(b). KRSG argues that CERCLA allocation orders are subject to revision whenever the equities underlying the decision shift. Finding no aspect of CERCLA that confirms KRSG's assertion, we disagree.
KRSG is certainly correct that principles of equity guide CERCLA's contribution provision, but nothing in CERCLA compels the conclusion that the equitable underpinnings of an allocation decision exempt it from the requirement that motions to alter judgments be brought under Rule 60(b). CERCLA permits courts to "allocate response costs among liable parties using such equitable factors as the court determines are appropriate." 42 U.S.C. § 9613(f)(1). There is nothing in § 9613(f) that suggests that Rule 60(b) is not the proper vehicle for altering a judgment, and quite the opposite, 42 U.S.C. § 9613(f)(1) clearly states that all claims "shall be brought in accordance with . . . the Federal Rules of Civil Procedure." Presumably, this illustrates Congress's intention to make CERCLA allocation decisions no less subject to the Federal Rules of Civil Procedure than any other contribution decision.
The crux of KRSG's argument is that because a district court relies upon equitable factors to make an allocation

decision, such a decision is forever subject to revision should there be any alteration in the equities underlying the allocation order. KRSG's position cannot prevail. The equitable basis of CERCLA allocation decisions does not deprive all allocation orders of their finality. Other equitable decisions, such as an order mandating specific performance in a contract dispute, are not automatically subject to future revision. KRSG does not point us to any part of CERCLA in which Congress has expressed a desire that all allocation decisions should be considered ongoing or nonfinal such that there is another method by which relief from judgment may be sought other than Rule 60(b). KRSG directs our attention to two cases as support for its
view that CERCLA contains an internal mechanism for reopening allocation decisions, but neither opinion persuasively proves KRSG's contention. In Acushnet Co. v. Coaters, Inc., 972 F. Supp. 41(D. Mass. 1997), a federal district court fashioned an ongoing and provisional CERCLA allocation order, stating, "Either party may file with the court, when good cause to do so has developed factually, a motion supported by a showing of a material change in circumstances that justifies a change in the allocation of shares among the parties." Id. at 63. Uncertainty about the completeness of the remedial-cost evidence before the court prompted it to permit explicity a "reasonable opportunity for any interested party to initiate later proceedings to modify the provisional allocation of equitable shares of legal responsibility . . . ." Id. at 69. The district court believed that aspects of CERCLA militated against finality, and it accepted "the consequences of delay and greater expense of final adjudication in order to come closer . . . [to] equitable allocation of legal responsibilities." Id. at 62. The court issued a provisional judgment because ofthe insufficiency of the evidence before it, which prevented it from assessing "equitable shares of legal responsibility with the degree of confidence implicit in findings made on a preponderance of the evidence." Id. at 71.
KRSG also cites the Seventh Circuit's opinion in PMC, Inc. v. Sherwin-Williams Co., 151 F.3d 610 (7th Cir. 1998), for the proposition that district courts may always reopen an allocation judgment even in the absence of a Rule 60(b) motion. In PMC, the district court had made Sherwin Williams liable for one-hundred percent of the costs of cleaning up a hazardous waste site. Sherwin Williams sought contribution because PMC had dumped waste at the site after it acquired the property from Sherwin Williams. The court recognized that PMC might be responsible for future clean-up costs should it be ordered to clean up any waste; other than waste at issue in Sherwin Williams's contribution order, that PMC contributed to the site after it purchased the property. Id. at 617. However, the Seventh Circuit held that the district judge did not abuse his discretion in ruling that PMC did not owe Sherwin Williams contribution for already incurred costs because PMC's dumped waste "may have been too inconsequential to affect [Sherwin Williams'] cost of cleaning up significantly." Id. at 616. KRSG directs our attention to the Seventh Circuit's consideration of whether the allocation of cleanup costs was premature given that it concerned costs "that PMC has not yet incurred." Hypothesizing, the court confirmed that the allocation was proper because "[i]t economizes on judicial time . . . and it also lets the parties know at the earliest opportunity where they stand." Id. The

court continued, "cooperativeness in doing the actual clean-up is a relevant equitable factor that cannot be evaluated until the clean up is complete . . . [b]ut this concern can be accommodated . . . by allowing the district court to make an all-at-once determination subject to the court's revisiting the issue should a failure of cooperation or some other unforeseen circumstance make adherence to the original determination inequitable." Id. (citations omitted). What these cases show is not that allocation decisions in CERCLA cases are inherently subject to change, but rather that courts have the power to fashion relief that is subject to future change. Neither case stands for the proposition that CERCLA provides an alternative route for reopening decisions in lieu of Rule 60(b), but rather they affirm the broad equitable powers of the district court. The court in Acushnet saturated nearly thirty written pages with an explanation for why a provisional ruling was necessary. While the Acushnet court did discuss an ideal of flexibility within CERCLA, it did not (nor could it) establish a broad rule that allocation orders were provisional and exempt from Rule 60(b). It instead created a provisional order in the face of insufficient evidence when there was a concern that the evidentiary moorings of any fixed allocation would disintegrate in the future.

Similarly, KRSG's focus on PMC is misplaced. The Seventh Circuit's PMC decision only hypothesized about what a district court could do in the face of a premature claim if there were uncertainty about one of the equitable factors, i.e., cooperation. The Seventh Circuit's statements in dicta did not establish a ground rule that all allocation decisions based on equitable determinations will always be subject to revisions. Moreover, hurting rather than helping KRSG's argument is the fact that the Seventh Circuit affirmed the district court's decision not to alter the allocation despite new evidence of contamination when the district court concluded that any contribution PMC may have made to the contamination at the site was negligible.

In allocating no costs of the future remediation to Rockwell, the district judge mentioned nothing about a provisional order or potential alterations in the future. Nor does the language of the district court's order leave room for us to infer that the allocation decision was provisional or susceptible to change based upon future events. Unlike the lower courts in Acushnet and PMC, the district court did notdescribe how the circumstances of this case or the insufficiency of the evidence left open the possibility for future alteration of the allocation. Rather, the district court here simply stated that under the "Gore" equitable factors, "Rockwell should not be required to contribute to the remediation of the . . . Superfund site. The PCB releases by Plaintiff's members are more than sufficient to justify imposing on Plaintiff the entire cost of response activities relating to the NPL site." J.A. I at 926 (Dist. Ct. Op. 6/3/00). This allocation order does not intimate that the evidence before the district court on any of the equitable factors considered was incomplete such that the order would be subject to revision without a Rule 60(b) motion. Nothing in our opinion, however, should be construed as ruling that district courts cannot fashion provisional allocation orders or that district courts must explicitly label an allocation order "provisional" for a reviewing court to evaluate it as such. As

demonstrated by Achushnet and PMC, provisional allocation orders can be valuable equitable tools in the event of incomplete evidence.

This was not such an order. There is no reading of the district court's opinion that suggests its zero-allocation order was ongoing or subject to change in the future. Furthermore, we have been presented with no support for the notion that CERCLA provides a mechanism independent of Rule 60(b) for revisiting allocation orders.

3. The District Court's Choice Between Application of Rule 60(b)(2) or Rule 60(b)(5)

KRSG alternatively contends that if its motion to reopen is viewed as a Rule 60(b) motion, then the more generous time limits of Rule 60(b)(5) should apply. The district court analyzed KRSG's motion as if it were a Rule 60(b)(2) motion and accordingly denied it as time-barred, because KRSG filed its motion more than one year after the entry of the allocation order.5 We review de novo the district court's decision and hold that there was no error, because the district court's initial allocation order was not "prospective" within the meaning of Rule 60(b)(5) and accordingly the time strictures of Rule 60(b)(2) control.

Rule 60(b)(5) states in pertinent part that "the court may relieve a party . . . from a[n] . . . order . . . [when] it is no longer equitable that the judgment should have prospective application." Unlike Rule 60(b)(1)-(3) motions, which cannotbe brought more than a year after an entry of judgment, Rule 60(b)(5) motions can "be made within a reasonable time" after the entry of the order. Fed. R. Civ. P. 60(b)(5). The application of Rule 60(b)(5) here turns on the meaning of "prospective." The mere possibility that a judgment has some future effect does not mean that it is "prospective" because "[v]irtually every court order causes at least some reverberations into the future, and has . . . some prospective effect." Twelve John Does v. District of Columbia, 841 F.2d 1133, 1138 (D.C. Cir. 1988). The essential inquiry into the prospective nature of a judgment revolves around "whether it is 'executory' or involves the 'supervision of changing conduct or conditions.'" Id. at 1139 (quotation omitted). Injunctions (permanent or temporary), some declaratory judgments, and particularly consent decrees are prospective judgments susceptible to a Rule 60(b)(5) challenge. See 12 James Wm. Moore, Moore's Federal Practice §§ 60.47[1]-[2]. Money judgments, however, do not generally have prospective application because they are final in the sense of involving a set monetary outlay. Id. at § 60.47[1][b].

Most cases consider Rule 60(b)(5)'s "prospective application" clause in the context of consent decrees, which are prospective by nature. The Supreme Court in Rufo v. Inmates of Suffolk County Jail, 502 U.S. 367 (1992), held that a plaintiff in institutional-reform litigation could get relief under Rule 60(b)(5) where "a significant change either in factual conditions or in law" altered the equitable basis for an ongoing consent decree. Id. at 384. The Court made clear in Rufo that this rule should not be limited to institutionalreform litigation, but while the Court may have intended its analysis to apply to consent decrees involving private parties, the Court did not expand the scope of the term "prospective" so as to encompass more varieties of equitable judgments. We are not aware of any case in which Rufo has been applied to judgments other than consent decrees, declaratory

judgments, and injunctions, which often require ongoing court supervision and future judicial involvement. See LorainNAACP v. Lorain Bd. of Educ., 979 F.2d 1141, 1148 (6th Cir. 1992) (citing the Rufo modification standard in the school desegregation context); see also United States v. W. Elec. Co., 46 F.3d 1198, 1203 (D.C. Cir. 1995) (applying Rufo's "less stringent [] standard" to antitrust consent decree outside of the institutional-reform context, but noting that Rufo only applies to certain types of injunctive relief) (alteration in original); United States v. Kayser-Roth Corp., 272 F.3d 89, 95-96 (1st Cir. 2001) (engaging in a Rule 60(b)(5) analysis when a declaratory judgment for future response costs would have prospective effect and there existed changed circumstances).
We also must heed the requirement that parties cannot disguise Rule 60(b)(1)-(3) motions as 60(b)(4)-(6) motions. What in reality is a 60(b)(2) motion cannot be labeled as a 60(b)(5) motion to gain the benefits of a more generous limitations period. McDowell v. Dynamics Corp. of Am., 931 F.2d 380, 383-84 (6th Cir. 1991). KRSG complains that the new evidence of PCB dumping at the Allegan facility alters the equitable calculus employed by the district court, but its claim sounds very much like a claim regarding newly discovered evidence, which is controlled by Rule 60(b)(2). See CMC Heartland Partners v. Union Pac. R.R. (In re Chicago, Milwaukee, St. Paul & Pac. RR Co.), 78 F.3d 285, 293-94 (7th Cir. 1996) (considering under Rule 60(b)(2) claim that party was entitled to relief when there was new evidence regarding cleanup of site in an action concerning a noncontribution provision of CERCLA).
KRSG is incorrect in its assertion that the district court's allocation order was "prospective" in the Rule 60(b)(5) sense of the word. The district court's allocation order was not a consent decree, an injunction, or even a declaratory judgment. Rather, the allocation decision stated that Rockwell was not responsible for any measurable PCB contamination to the NPL site; this was a one-time judgment that Rockwell was not required to contribute and it did not provide for any future supervision or alteration by the district court. Merely becauseKRSG requested contribution for future costs, which the district court denied, and merely because KRSG's prospective remediation expenses would be higher in a relative sense as a result of the district judge's order, does not mean that the order was "prospective" under Rule 60(b)(5).
Thus, we agree with the district court's decision to apply Rule 60(b)(2), which permits motions for relief from orders based upon "newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b)." Fed. R. Civ. P. 60(b)(2). Rule 60(b)(2) motions must be brought within one year after entry, which permits a party an extra 355 days more than the usual ten-day period to file a motion for a new trial. KRSG's motion must fail because it was filed more than fifteen months after the entry of the judgment.

Thank You for your prompt attention to these matters,
John Hutchens

The Honorable George W signed by Ted.pdf

IMMI Developments

Iron Mountain Mines, Inc.

P.O. Box 992867, Redding, CA 96099
Tel (530) 275-4550 Fax (530) 275-4559

The Honorable George W. Bush, President of the United States of America

Dear Mr. President,

As you may know, I am the owner of the property known as Iron Mountain Mines, located in Shasta County, California. I purchased this property in 1976. At the time the mining operations had been shut down for about 13 years.

In 1982 the EPA designated my property on the National Priority List because of Acid Mine Drainage (AMD) resulting from the mining operations which had taken place during the previous 100 years or so.

After much litigation the previous owners acknowledged their responsibility and agreed to pay for the clean-up in a settlement with the EPA of some 862 million dollars.

I quote paragraph 86 of the Consent Decree: "The "matters addressed" in this settlement are all response actions taken or to be taken, all response costs incurred or to be incurred, and all Natural Resource Damages incurred or to be incurred, by the United States, the State agencies, or any other person with respect to the Site, and specifically include without limitation the Work to be performed by the Site Operator, all claims, counterclaims, and cross-claims filed by and against the parties in the above captioned cases, and those matters governed by the covenants contained in Sections XXI and XXII of this Consent Decree."

Although I was the named defendant and a potentially responsible party in the litigation I am not a settling party to the Consent Decree, which was the final judgment of the Court.

I understood at that time that the judgment vindicated me of responsibility for the AMD, and that I would again be able to enjoy my property and engage in my businesses thereon, however, the lien which the EPA placed upon my property was never removed, and so therefore I have been unable to conduct business as I had expected to do.

I am therefore requesting that you render an administrative order (De Minimis) under section 122(g) of CERCLA for a final settlement.

I believe that you should provide this administrative order because: (A) I am not a contributor to the hazardous substances at my facility or the toxic affects of the hazardous substances found at my facility, (B) I am the owner of the real property on which the facility is located and I did not conduct or permit the generation, transportation, storage, treatment, or disposal of any hazardous substance at the facility; and I did not contribute to the release or threat of release of a hazardous substance at the facility through any action or omission. (C) I am one of the parties to the cases, and the Consent Decree states that it is a settlement of "all claims, counterclaims, and cross-claims filed by and against the parties."

I further request that you instruct the Attorney General and the Administrator of the EPA to expedite these proceedings and to remove the lien against my property.

Thank You for your prompt consideration of this matter, Very Best Regards,

T.W. (Ted) Arman
President, Iron Mountain Mines, Inc.

Date: January 29th, 2008

Exhibit G

February 28, 2008 Letter, Corcoran to Arman

U.S. Department of Justice

Environment and Natural Resources Division

90-11-3-196

Environmental Enforcement Section
P.O. Box 7611
Washington, DC 20044-7611

Telephone: (202) 305-0370
Facsimile: (202) 514-2583
Email larry.corcoran@usdoj.gov

February 28, 2008

T.W. Arman
President
Iron Mountain Mines, Inc.
P.O. Box 992867
Redding, CA 96099

Re: *United States v. Iron Mountain Mines, Inc. et al.*

Ref: Letter dated February 27, 2008, Arman to Russell & Glazer.

Dear Mr. Arman:

I have received a copy of your letter dated February 27, 2008, addressed to California Supervising Deputy Attorney General Sara J. Russell and to Senior Attorney David B. Glazer of my office. Mr. Glazer has left the Environmental Enforcement Section, and I have been assigned this matter.

As you may know, attorneys are not allowed to communicate with parties to a lawsuit except through the party's attorney. For that reason, I may not directly respond to your letter. Would you please be kind enough to give me the name(s) and contact information for your current attorney or attorneys?

Thank you for your help.

Sincerely,

Larry Martin Corcoran

cc: Jerry D. Hall, Esq.
William A. Logan, Esq.
Sara J. Russell, Esq.

Exhibit H

March 5, 2008 Letter, Corcoran to Hall and Logan

U.S. Department of Justice

Environment and Natural Resources Division

90-11-3-196

Environmental Enforcement Section
P.O. Box 7611
Washington, DC 20044-7611

Telephone: (202) 305-0370
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March 5, 2008

Jerry D. Hall
Brown, Hall, Shore & McKinley, LLP
3031 West March Lane, Suite 230 West
Stockton, CA 95219-6568

William A. Logan, Jr.
Logan & Giles, LLP
Mount Diablo Plaza
2175 North California Boulevard, Suite 900
Walnut Creek, CA 94596

Re: *United States v. Iron Mountain Mines, Inc., et al.*

Ref: Email dated March 5, 2008, Hutchens to Corcoran;
Letter dated February 28, 2008, Corcoran to Arman.

Dear Messrs Hall and Logan:

I have been assigned to represent the United States in the case of *United States v. Iron Mountain Mines, Inc., et al.* I have replaced David Glazer. I am in the process of acquainting myself with the voluminous record in this case. However, recent events require me to pause and seek clarification of the representative capacities of you and others.

Previously, you represented the remaining defendants Iron Mountain Mines, Inc. and Ted Arman. However, nearly three years ago, in the May 20, 2005 Joint Status Report, Docket Number 1254, you stated that you may withdraw. Recently, on January 29, 2008, Mr. Arman advised numerous agencies of the United States and California that he had conveyed "an agency coupled with an interest" to a John F. Hutchens, and Mr. Arman asked that Mr. Hutchens be afforded "every courtesy and access and information" to which Mr. Arman is entitled. Mr. Arman also launched a campaign of *pro se* legal arguments, executed a Durable Power of Attorney to a John Hutchens, dated February 11, 2008, and, on February 27, 2008, Mr. Arman sent a letter by email directly to the Department of Justice (David Glazer) and to the State of California presenting complaints and legal arguments. In the mean time, Mr. Hutchens had sent to EPA a draft "Cross-Complaint," albeit the incomplete document was structured as a legal Memorandum in support of a motion.

By letter dated February 28, 2008, I informed Mr. Arman that I could not respond to his letter to the Department of Justice if he was represented by counsel, and I asked that he identify his current counsel. Mr. Arman did not respond. However, at 4:59 am EST (1:59 am PST) this morning, I received the attached email communication from Mr. Hutchens inviting negotiations or mediation. As you can see, Mr. Hutchens included copies of the Durable Power of Attorney and Mr. Arman's instruction to deal with Mr. Hutchens. However, Mr. Hutchens did not state whether Mr. Arman is represented by counsel nor whether Mr. Hutchens himself is an attorney.

I would very much appreciate clarification of the respective roles and capacities of you, Mr. Arman, and Mr. Hutchens. Would you be kind enough to advise me as soon as possible whether you still represent Mr. Arman and Iron Mountain Mines, Inc. in any capacity and, specifically, in the matter of *United States v. Iron Mountain Mines, Inc., et al.* Please also advise me as to Mr. Hutchens' role and capacity, including whether he speaks for you or with your authorization. In other words, should I be communicating with Mr. Hutchens?

Given the increasing confusion caused by Mr. Arman's and Mr. Hutchens' communications, if you do still represent Mr. Arman or Iron Mountain Mines, Inc. in any capacity, may I further impose upon you and ask that you get Mr. Arman to confirm in writing your understanding so that representative capacities are clear to all parties? I would appreciate it if you and Mr. Arman would also state whether his Durable Power of Attorney to Mr. Hutchens also includes authority for Mr. Hutchens to hire or fire attorneys on Mr. Arman's part or on the part of Iron Mountain Mines, Inc.

Thank you very much for any help.

Sincerely,

Larry Corcoran

Larry Martin Corcoran

Attachments (3)

cc: John Lyons, Esq.
Sara J. Russell, Esq.

Exhibit I

Omitted to avoid confusion with letter “L” and number “1"