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UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

TWO MINERS & 8000 ACRES OF LAND (T.W. ARMAN and JOHN F. HUTCHENS, IRON MOUNTAIN MINES, INC. et al) and on behalf of all others similarly situated under GOD Defendants v. UNITED STATES OF AMERICA et al Does 1 to 100 Plaintiffs	Civil No. S-91-0768 DFL/JFM (Consolidated for all purposes with Civil No. S-91-1167 DFL/JFM) PETITION TO RE-OPEN CASE, JOINDER of STATE OF CALIFORNIA, With DISCLOSURE STATEMENT and MEMORANDUM; MOTION FOR JOINDER OF PARTIES MOTION FOR DECLARATORY RELIEF MOTION FOR LEAVE TO FILE: INTERPLEADOR & COUNTERCLAIM with ORDERS and proposed INTERPLEADOR & COUNTERCLAIM With CONSTITUTIONAL QUESTIONS Date: Time: Courtroom No. 7 Hon. David F. Levi
TWO MINERS & 8000 ACRES OF LAND (T.W. ARMAN and JOHN F. HUTCHENS, IRON MOUNTAIN MINES, INC. et al) and on behalf of all others similarly situated under GOD Defendants v. (STATE OF CALIFORNIA, On behalf of the California Department of Toxic Substances Control and the California Regional Water Quality Control Board for the Central Valley Region) Does 1 to 100 Plaintiffs	

DISCLOSURE STATEMENT

Waiver of Protections of "Corporate Shield"

1. Iron Mountain Mines, Inc. (which has no parent corporation), and T.W. Arman, the corporation's unemployed President, Chairman, and sole stockholder, hereby surrenders all supposed advantage which might be derived from the "Corporate Veil" for the purpose of resolving this litigation. As it is clear from the administrative and court record that the plaintiffs have chosen to preserve the persona of "Iron Mountain Mines, Inc." to confuse and distract from the salient issues regarding this case, and since T.W. Arman is the sole stockholder, and since Iron Mountain Mines, Inc. and the property it owns which is commonly known as "Iron Mountain Mine" is T.W. Arman's only asset, and since Iron Mountain Mines, Inc. has effectively been without representation since January of 2002, it is therefore clear that such distinction is specious and serves only as an advantage to the plaintiff's ongoing prosecution and the taking of defendant's property for public use without just compensation.

2. Therefore, the court should examine these facts and conclude that there is such unity of interest between the corporation and its stockholder that they are inseparable, that it is necessary and in the interest of justice, and to prevent fraud, and because it would be unjust for the Court to permit the corporate form to stand, that defendants submit that for the purpose of resolving these matters and pertaining strictly to the resolution of this litigation, that defendants are in fact indistinguishable alter egos and one and the same persons until the conclusion of this case.

"As long as the statue doesn't interfere with the cleanup effort at the mine, Sugarek said Arman should be free to build it -- it is his property."

Rick Sugarek, EPA Project Manager, Iron Mountain Mine Superfund site.

Wednesday, June 11, 2008 Redding Searchlight

MEMORANDUM

3. There is sufficient "logical relationship" between the claim and the counterclaim to classify the latter as "compulsory" and hence ancillary jurisdiction extended to additional necessary parties, regardless of a lack of other jurisdictional grounds. United Artists Corp v. Masterpiece productions Inc. 221 F.2d 213 (2d Cir. 1955) Joinder of State of California.

4. Joining Party objects to Plaintiffs characterization that the Joining Parties "participation in this case would contribute nothing other than confusion and delay" as derogatory, inflammatory, unsubstantiated, prejudicial, and presumptively and fundamentally false.

5. Mr. T.W. Arman and Mr. John Hutchens have entered into a joint venture known as HU/MOUNTAIN.

6. This joint venture is primarily for the purpose of mineral recovery and beneficiation from the High Density Sludge, (HDS) disposed upon the brick flat mine as a result of the treatment of the Acid Mine Drainage (AMD) performed by the EPA and its contractors in the course of removal action(s) at the Iron Mountain Mine Superfund site.

7. Joining Party submits that the "Notice of Joinder" was initiated pursuant to instructions from EPA project manager Rick Sugarek that becoming a PRP was a requirement to proceed with the proposed Resource Conservation and Recovery project.

8. Joining Party attests that EPA Project Manager Rick Sugarek stated during the last official meeting of the principals, (defendant T.W. Arman and Joining Party John Hutchens, (at Iron Mountain Mines)), that the Hu/Mountain joint venture and any associated individuals (meaning this Joining Party) would be required to submit to the EPA's oversight as potentially responsible parties. Joining Party further attests that he was and is attempting to cooperate in this regard by entering the previously filed "Notice of Joinder".

9. Joining Party attests that he is a real party in interest to this matter and further attests that the interests are not merely economic interests, but as the proposed activities of Joining Party have already been threatened with accusations of interference with the EPA action, Joining Parties activities are subject to civil and criminal penalties subject to the jurisdiction of this Court. Joining Party has sought to voluntarily submit in the form of a "Notice of Joinder" to this case. Plaintiffs have filed an exhaustive 17 page answer in opposition, characterizing this voluntary joinder as an intervention.

10. (The relationship among joint venturers was eloquently described by United States Supreme Court Justice Cardozo in the seminal 1928 case of Meinhard v. Salmon - "joint adventurers, like copartners, owe to one another, while the enterprise continues, the duty of the finest

loyalty. Many forms of conduct permissible in a workaday world for those acting at arm's length, are forbidden to those bound by fiduciary ties. Not honesty alone, but the punctilio of an honor the most sensitive, is then the standard of behavior. As to this there has developed a tradition that is unbending and inveterate. Uncompromising rigidity has been the attitude of courts of equity when petitioned to undermine the rule of undivided loyalty by the 'disintegrating erosion' of particular exceptions. Only thus has the level of conduct for fiduciaries been kept at a level higher than that trodden by the crowd.")

11. 18. U.S.C §§ 9613 (i) provides:

(i) Intervention

In any action commenced under this chapter or under the Solid Waste Disposal Act [42 U.S.C. 6901 et seq.] in a court of the United States, any person may intervene as a matter of right when such person claims an interest relating to the subject of the action and is so situated that the disposition of the action may, as a practical matter, impair or impede the person's ability to protect that interest, unless the President or the State shows that the person's interest is adequately represented by existing parties.

(D) Potentially responsible parties

The President shall make reasonable efforts to identify and notify potentially responsible parties as early as possible before selection of a response action. Nothing in this paragraph shall be construed to be a defense to liability.

(l) Notice of actions

12. Whenever any action is brought under this chapter in a court of the United States by a plaintiff other than the United States, the plaintiff shall provide a copy of the complaint to the Attorney General of the United States and to the Administrator of the Environmental Protection Agency.

13. Joining Party submits that nowhere in the Plaintiffs opposition is the showing of whether the Joining Party's interest is adequately represented by existing parties, or whether, "as a practical matter", the failure to join the party would "impair or impede the person's ability to protect that interest" ever substantively addressed. Joining Party further submits that the literal wording

of 9613 provides for no other objection to such claim of Intervention as a matter of right as provided by the statute.

14. The Solid Waste Disposal Act also provides at 6921(b)(3)(A)(ii), "suit may be brought against the EPA for failure to perform a non-discretionary act or duty under RCRA. 42 U.S.C. § 6972(a)(2)." CERCLA also provides for citizen suits for failures to perform, such as when: "Each remedial action shall utilize permanent solutions and alternative treatment technologies or resource recovery technologies to the maximum extent practicable. (NCP §300.430(f)(5)(ii))"

15. Plaintiffs sight the Ninth Circuit ruling in Cal. DTSC, but fail to acknowledge the operative distinction relating to the first relevant factor in this matter, which is that unlike that case; here the remaining Defendants have yet to reach a settlement.

16. Joining Party submits that the Plaintiffs resorting to the allegations that this action is of potential prejudice to Plaintiffs is spurious and deceptive. Should the Court allow defendants to reopen the case for issues or discovery, it would only be because it was in the interest of Justice to do so. The Plaintiffs, with all the resources of the United States, and who have subjected the defendants to 22 years of litigation so far in this case, seem disingenuous now in claiming hardship over the cost of this litigation. If in fact the defendants are shown to have liability at the conclusion of this matter, and if in fact the Plaintiffs are entitled to "unrecovered past response costs" from defendants as they allege, then having an additional party with any ability to contribute to that recovery should be in the interest of the Plaintiffs.

17. Plaintiffs also allege that Joining Parties communications are demanding, argumentative, and difficult to understand. Joining Party fails to see how the failure of the plaintiff's to seek clarifications to rectify their confusion in any way relates to this matter or lends credence to their objection. Plaintiffs also refer to communications from defendants Arman and IMMI to Plaintiff's (that were transmitted by Joining Party) as though they were communications from the Joining Party. Plaintiffs have been fully informed by Defendants and Joining Party as to their relationship and Plaintiffs and their business agreements and arrangements. Nevertheless, and despite the fact that Plaintiff's counsel have all been explicitly informed that Joining Party

is authorized to negotiate and resolve these matters on behalf of Defendants, Plaintiffs have ignored Defendants instructions to communicate with Joining Party and instead have attempted to maintain communication with the "last known attorneys", who have long ago abandoned this case, (Logan), or who never served in a representative capacity in this case, (Hall).

18. Joining Party, on behalf of Defendants, has consistently sought to obtain an equitable, just, and final remedy to this matter without having to resort to reopening this case in the Court, a solution that Plaintiffs appear steadfastly to oppose.

19. Plaintiffs allege that Joining Parties' participation in this matter is unnecessary, but fail to show how Joining Parties rights and interests are protected otherwise.

JOINING PARTY'S LEGAL INTEREST

20. Defendants have submitted to Plaintiffs correspondence indicating that a joint venture amongst the defendants and the Joining Party has been consummated, its purposes, and what property interests were conveyed. The entity "Hu/Mountain" is a joint venture with a properly registered fictitious business name in Contra Costa County, California.

21. Joining Party has prospectively assigned a substantial portion of the operative business responsibilities of the joint venture to "Artesian Mineral Development & Consolidated Sludge, Inc.", a properly registered California corporation with the California Dept. of Corporations and the Secretary of State and properly registered fictitious business name in Contra Costa County, Ca. and of which corporation he is the President and CEO. No stock has been issued in the above mentioned corporation. No further assignment of interest is proposed to take place until the resolution of this case and the $51 million dollar lien against defendant's property.

22. Defendants and Joining Party have communicated with Mr. Bill Walker, the senior planner for the County of Shasta, Ca., regarding complying with the necessary regulatory requirements of the State to undertake mineral recovery from the Acid Mine Drainage and the resulting High Density Sludge, and have obtained the necessary forms from the California Dept. of Conservation.

23. In order to more fully cooperate with the EPA action, and so as not to create a situation which might interfere with those actions, Joining Party has transmitted to project manager Rick

Sugarek these same forms and regulations. Defendants have also submitted a revised remedial investigation and feasibility study, a proposed ROD 6 for a final remedy, and a conceptual site model of the proposed project and statement of work.

24. Defendants and Joining Party have asserted their right and intention to perform work and engage in business together, work that is within the scope and definition of "Resource Conservation and Recovery" as defined in 42 U.S.C §§ 6901.

25. The "subject" of this action is the Acid Mine Drainage and the resulting High Density Sludge, which contain substantial quantities of valuable heavy metals, particularly copper, (which IMMI was substantially recovering before the EPA action effectively terminated the recovery of this metal from the AMD).

33. Therefore, Joining Parties' interest is substantially more than a mere "interest in property", (the AMD and sludge) the Joining Parties' interest relates to the "subject of the action".

26. Plaintiffs go on to assert that an assignment of claims against the government would be barred, but fail to acknowledge that a joint venture is treated as a partnership under mining law, and therefore an assignment of claim would be unnecessary to preserve and protect such interests of the defendants and the Joining Party, and further that "Takings" claims may in fact to some extent be transferable under Federal law.

27. Joining Party is vigilantly cognizant of potential liability for future costs and has sought with Defendants the cooperation of the Plaintiffs to form a "Resource Conservation and Recovery Panel" as provided by 42 U.S.C §§ 6901 et seq., in order to assure that the very best technologies and professional abilities are combined to help achieve the ultimate goals of environmental protection and habitat restoration.

28. On page 11 Plaintiffs attempt to impose the burden of proof on Joining Party to show impairment of his interest, as though the threat of government liens, foreclosure, and loss of the property were not impairment enough. It is for these reasons that Joining Party had been delegated the rights of Agency and Factor by defendants, and it is for this purpose that plaintiffs have thus far refused to address or in any way communicate.

29. Defendants have delegated a substantial business and fiduciary responsibility to Joining Party and with this is the responsibility for achieving a fair and just conclusion to this case.

30. To the extent that the Joining Parties' interests might be subsumed by the interests of the defendants, that is a matter that can only be ascertained in retrospect upon the conclusion of these proceedings.

PETITION

31..Defendants petition the Court to Reopen Case.

32. Defendants seek Leave of the Court to File Interpleador & Counterclaim.

33. Defendants petition the Court to Join Parties.

MOTIONS

34. Motion for declaratory relief determining a unity of interest between defendants and joining parties to remove and moot any distinction between the parties pending the resolution of this case.

35. Motion for joinder of indispensable parties.

36. Motion for leave of the Court to File Interpleador & Counterclaim in the above captioned case.

Date: October 13, 2008

T.W. Arman, Pro Per

(Sole stockholder of: Iron Mountain Mines, Inc., (no parent corporation))

Date: October 13, 2008

John F. Hutchens, Pro Per

Private Attorney General

(Sole owner of: Artesian Mineral Development & Consolidated Sludge, Inc.)

ORDER

It is hereby ordered that Petition to reopen the above captioned Case is granted.

Date:_____

_____

UNITED STATES DISTRICT COURT JUDGE

for the EASTERN DISTRICT OF CALIFORNIA

ORDER

It is hereby ordered that the Motion for declaratory relief determining a unity of interest between defendants and joining parties to remove and moot any distinction between the parties pending the resolution of this case is granted.

Date:_____

_____

UNITED STATES DISTRICT COURT JUDGE

for the EASTERN DISTRICT OF CALIFORNIA

ORDER

It is hereby ordered that leave to File Interpleador & Counterclaim in the above captioned case is granted.

It is also ordered that pursuant to the Question of Constitutional Takings, protection of the Court to the named defendants is hereby Granted, the Clerk is Directed to certify a check in the amount of $10,000 to the defendants, and payment of attorneys fees and costs is awarded to the Private Attorney Generals Office.

Date:_____

_____

UNITED STATES DISTRICT COURT JUDGE

for the EASTERN DISTRICT OF CALIFORNIA