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ATTORNEYS FOR PLAINTIFFS

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NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION; THE  
COMMISSIONER OF THE NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION; and THE  
ADMINISTRATOR OF THE NEW  
JERSEY SPILL COMPENSATION FUND,

Plaintiffs,

v.

EXXON MOBIL CORPORATION,

Defendant.

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SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - GLOUCESTER  
COUNTY  
DOCKET NO. GLO-L-000297-19

**CONSENT JUDGMENT**

This matter was opened to the Court by Matthew J. Platkin, Acting Attorney General of New Jersey, Richard F. Engel, Deputy Attorney General appearing, and Allan Kanner, Esq., Elizabeth B. Petersen, Esq., Allison S. Brouk, Esq., and Katherine B. Wells, Esq., of Kanner & Whiteley, L.L.C., Special Counsel to the Attorney General, appearing, attorneys for plaintiffs New Jersey Department of Environmental Protection (“DEP” or the “Department”), the Commissioner of the New Jersey Department of Environmental Protection (“Commissioner”), and the Administrator of the New Jersey Spill Compensation Fund (“Administrator”) (collectively “Plaintiffs”), and Marc A. Rollo, Esq., David F. Edelstein, Esq., and Charles J. Dennen, Esq., of Archer & Greiner P.C., appearing, and Diane Sullivan, Esq., of Weil, Gotshal & Manges LLP, appearing, as attorneys for defendant Exxon Mobil Corporation (“ExxonMobil”); and the Parties have amicably resolved their dispute before trial:

**I. BACKGROUND**

A. Plaintiffs initiated this action on March 7, 2019, by filing a complaint against Exxon Mobil Corporation, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 through -23.24 (“Spill Act”), the Water Pollution Control Act, N.J.S.A. 58:10A-1 through -35, and the common law.

B. Plaintiffs, in their complaint, seek reimbursement of the costs they allegedly incurred, and will incur, to remediate the former Lail Property and areas where discharged hazardous substances and pollutants allegedly migrated from the Lail Property, including into adjacent water bodies, including damages, as defined herein, for any natural resource of the State of New Jersey (“State”) that has allegedly been, or may be, injured by any discharge of hazardous substances or pollutants at the Lail Property located in Gloucester County, New Jersey, as well as injunctive and other relief.

C. ExxonMobil subsequently filed responsive pleadings in which it denies liability and asserts various defenses to the allegations contained in the Plaintiffs' Complaint.

D. By entering into this Consent Judgment, ExxonMobil does not admit any fact, fault, or liability arising from the transactions or occurrences the Plaintiffs allege in their Complaint.

E. Plaintiffs allege that "hazardous substances," as defined in N.J.S.A. 58:10-23.11b., have been "discharged" at the Lail Property within the meaning of N.J.S.A. 58:10-23.11b.

F. Plaintiffs further allege that "hazardous substances," as defined in N.J.S.A. 58:10-23.11b., were "not satisfactorily stored or contained" at the Lail Property within the meaning of N.J.S.A. 58:10-23.11f.b(2).

G. Plaintiffs also allege that "pollutants," as defined in N.J.S.A. 58:10A-3n., have been "discharged" at the Lail Property within the meaning of N.J.S.A. 58:10A-3e.

H. In or around the late 1950s aluminosilicate material ("ASM") with Polychlorinated biphenyls ("PCBs") allegedly from ExxonMobil's former Paulsboro refinery, were deposited at the Lail Property.

I. PCBs were identified as the primary hazardous substances discharged at the Lail Site.

J. Environmental investigations began at the Lail Property in 1982, after unlabeled drums were discovered on the adjacent B&B Chemical Company property. Additional unlabeled drums were discovered on the Lail Property in 1986.

K. On December 9, 1993, while denying liability for the drums, ExxonMobil entered into a Memorandum of Agreement ("MOA") with the State of New Jersey and Mr. Thomas Lail related to the removal of the drums and associated contaminated soil from the Lail Property.

L. On January 25, 1996, DEP issued a No Further Action (“NFA”) letter to ExxonMobil for the areas where drums were discovered. According to the NFA, “there was no indication that groundwater beneath the site has been impacted by these [Areas of Concern]” that were the subject of a removal action that took place in 1995.

M. ExxonMobil acquired the Lail Property from Thomas Lail in or about 1998.

N. ExxonMobil has conducted certain additional remedial activities at the Lail Property pursuant to an Administrative Consent Order with DEP dated October 4, 2005.

O. In 2006, ExxonMobil submitted a remedial action workplan (“2006 RAW”) to DEP that provided for ExxonMobil to excavate and remove the ASM from the Lail Property. DEP approved the 2006 RAW on August 24, 2006.

P. Between 2008 and 2010, ExxonMobil excavated and removed approximately 86,000 cubic yards of soil and sediment from the Lail Property. Following the excavation of the ASM, ExxonMobil backfilled the excavation area to reestablish topographic conditions. ExxonMobil also planted over 5,100 trees, 935 shrubs, and 6,200 aquatic plants at the Lail Property.

Q. Following the removal action, ExxonMobil also performed an ecological risk assessment (“ERA”), which concluded: “PCB concentrations at the site do not pose a significant risk to the ecological community following removal of the PCB source material.” The results of the ERA were included in a Remedial Action Report (“RAR”), dated October 2010, and a site-wide remedial action workplan (“Final RAW”) that was submitted to DEP in January 2012.

R. DEP approved the RAR in February 2011.

- S. DEP approved the Final RAW on March 1, 2012.
- T. Approval of the final Remedial Action for the Site required ExxonMobil's placement of Deed Notices on the Property as institutional controls. These Deed Notices were filed and recorded in 2019.
- U. Following ExxonMobil's submittal of a Remedial Action Report in 2020, the final step for the Lail Site in the Site Remediation Program is the issuance of a final Response Action Outcome ("RAO") for the Site by ExxonMobil's Licensed Site Remediation Professional.
- V. Plaintiffs allege that ground water, surface water, sediments, wetlands, and biota are natural resources of the State.
- W. Plaintiff Administrator may certify for payment valid claims made against the Spill Compensation Fund ("Spill Fund") concerning the Lail Site, and, further, may approve other appropriations for the Lail Site.
- X. Plaintiff DEP alleges that it has incurred, and may continue to incur, costs as a result of the discharge of hazardous substances and pollutants at the Lail Property.
- Y. Plaintiffs allege that they have incurred, and will continue to incur, costs and damages, including compensatory damages, lost value and reasonable assessment costs, and any other actual damages, for any natural resource and natural resource service of this State that has been, or may be, injured as a result of the discharge of hazardous substances and pollutants at the Lail Property.
- Z. Plaintiffs allege that the costs and damages Plaintiffs have incurred, and will incur, for the Lail Site are "cleanup and removal costs" pursuant to N.J.S.A. 58:10-23.11b.

AA. Plaintiffs allege that the costs and damages Plaintiff DEP has incurred, and will incur, for the Lail Site are also recoverable within the meaning of N.J.S.A. 58:10A-10c.(2)-(4).

BB. The Parties recognize, and this Court by entering this Consent Judgment finds, that the Parties have negotiated this Consent Judgment in good faith; that the implementation of this Consent Judgment will allow the Parties to avoid continued, prolonged and complicated litigation; and that this Consent Judgment is fair, reasonable, and in the public interest.

**THEREFORE**, with the consent of the Parties it is hereby **ORDERED and ADJUDGED**:

**II. JURISDICTION**

1. This Court has jurisdiction over the subject matter of this action pursuant to the Spill Compensation and Control Act, the Water Pollution Control Act, and the common law. This Court also has personal jurisdiction over the Parties, solely for the purposes of implementing this Consent Judgment and resolving the underlying litigation.

2. The Parties waive all objections and defenses they may have to jurisdiction of this Court, or to venue in this County. The Parties shall not challenge the Court's jurisdiction to enforce this Consent Judgment.

**III. PARTIES BOUND**

3. This Consent Judgment applies to, and is binding upon, Plaintiffs and ExxonMobil.

**IV. DEFINITIONS**

4. Unless otherwise expressly provided, terms used in this Consent Judgment that are defined in the Spill Act, the Water Pollution Control Act, or in the regulations promulgated under

these acts, shall have their statutory or regulatory meaning. Whenever the terms listed below are used in this Consent Judgment, the following definitions shall apply:

“Consent Judgment” shall mean this Consent Judgment.

“Day” shall mean a calendar day unless expressly stated to be a working day. “Working Day” shall mean a day other than a Saturday, Sunday, or State holiday. In computing time under this Consent Judgment, where the last day would fall on a Saturday, Sunday, or State holiday, time shall run until the close of business of the next Working Day.

“ExxonMobil” shall mean Exxon Mobil Corporation, a New Jersey corporation with its principal place of business at 5959 Las Colinas Boulevard, Irving, Texas, and ExxonMobil Oil Corporation, a New York corporation with its principal place of business at 5959 Las Colinas Boulevard, Irving, Texas, and related entities, which include its officers, directors, employees, predecessors, parents, successors and current and former subsidiaries (individually “Related Entity,” collectively “Related Entities”), but only to the extent that the liability of any Related Entity for the Lail Site is based on its status and in its capacity as a Related Entity, and not to the extent that the alleged liability of the Related Entity with respect to the Lail Site arose independently of its status and capacity as a Related Entity of the Defendant.

“Future Cleanup and Removal Costs” shall mean all costs, including direct and indirect costs, the Plaintiffs incur after the effective date of this Consent Judgment to remediate the Lail Site, excluding Natural Resource Damages.

“Interest” shall mean interest at the rate established by R. 4:42 of the then current edition of the New Jersey Court Rules.

“Lail Property” shall mean the real property consisting of approximately 12.46 acres located at Berkeley Road, Rte 678, Block 403, Lot 1.04 in the Township of East Greenwich and

Block 106.3, Lot 2.01 in the Borough of Paulsboro, Gloucester County, and the approximately 16-acre, tidally-influenced embayment adjacent to the upland property.

“Lail Site” shall mean the Lail Property and all other areas where any hazardous substance or pollutant discharged there has become located, including, for the avoidance of doubt, Mantua Creek and the Delaware River, which Plaintiff DEP has designated as Site Remediation Program Interest No. G000006032.

“Litigation” shall mean the litigation, captioned New Jersey Department of Environmental Protection, et al. v. Exxon Mobil Corp., GLO-L-000297-19, in the Superior Court of New Jersey – Law Division, Gloucester County.

“Natural Resource Damages” shall mean all claims arising from discharges at the Lail Property that occurred prior to the Effective Date of this Consent Judgment, and that are recoverable by Plaintiffs as natural resource damages for injuries to natural resources under the Spill Compensation and Control Act; the Water Pollution Control Act; the Oil Pollution Act, 33 U.S.C.A. §§ 2701 through -2761; the Clean Water Act, 33 U.S.C.A. §§ 1251 through -1387; the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C.A. §§ 9601 through -9675, the Sanitary Landfill Facility Closure and Contingency Fund Act, N.J.S.A.13:1E-100 et seq., or any other state or federal common law, statute, or regulation, and include:

a. The costs of assessing injury to natural resources, DEP’s Office of Natural Resource Restoration’s (“ONRR’s”) costs and fees, including costs and fees incurred to determine that Defendant has complied with the requirements of this Settlement Agreement (oversight costs), attorney’s fees, consultants and experts’ fees, and other litigation costs, incurred prior to the Effective Date of this Consent Judgment, and

b. Compensation for the lost value of, injury to, or destruction of natural resources.

Natural Resource Damages do not include:

a. Compliance with any statutory or regulatory requirement that is not within the definition of Natural Resource Damages;

b. Requirements to clean up any contamination as a result of discharges at the Lail Property; or

c. The Defendant's continuing obligation to pay the Plaintiffs' oversight costs determined pursuant to N.J.A.C. 7: 26C-4.7, incurred after the effective date of this Consent Judgment.

"Paragraph" shall mean a portion of this Consent Judgment identified by an Arabic numeral or an upper-case letter.

"Party" or "Parties" shall mean Plaintiff DEP, Plaintiff Commissioner, Plaintiff Administrator, and ExxonMobil.

"Past Cleanup and Removal Costs" shall mean all costs, including direct and indirect costs, the Plaintiffs incurred on or before the effective date of this Consent Judgment, to remediate the Lail Site, excluding Natural Resource Damages.

"Plaintiffs" shall mean Plaintiffs DEP, Commissioner, Administrator, and any successor department, agency or official.

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

## V. **PARTIES' OBJECTIVES**

5. The Parties' objectives in entering into this Consent Judgment are to settle Plaintiffs' claims in this action and to compensate the citizens of New Jersey for the alleged injuries

to natural resources at the Lail Site by ExxonMobil agreeing to the payment it is making pursuant to Paragraphs 7 and 8 below and in return for Plaintiffs' agreement to resolve all of their claims for Natural Resource Damages, excluding: Past and Future Cleanup and Removal Costs.

## **VI. EXXONMOBIL'S COMMITMENTS**

6. ExxonMobil agrees that its obligation to Plaintiffs for Past and Future Cleanup and Removal Costs, if any, is not addressed in this Consent Judgment. ExxonMobil further agrees that it will not assert as a defense to any action to recover Past or Future Cleanup and Removal Costs any contention, regardless of legal theory, that any of Plaintiffs' Past and Future Cleanup and Removal Costs were thoroughly litigated, settled, or otherwise resolved, or should have been thoroughly litigated, settled, or otherwise resolved in this case except as otherwise set forth in this Paragraph. As of August 15, 2022, Plaintiffs' unpaid Past Cleanup and Removal Costs total approximately \$55,000. The Parties further understand and agree that no further active remediation is anticipated for the Lail Site and that Plaintiffs' Future Cleanup and Removal Costs shall be limited to those costs associated with monitoring the effectiveness of the existing restoration and issuance of the RAO for the site. In the event that DEP determines that further excavation or other active remediation at the Lail Site is required in the future, ExxonMobil reserves its ability to argue that its liability for such additional activities has been resolved through its payment under Paragraph 7 below.

7. Within 30 days after receipt by ExxonMobil of this Consent Judgment entered by the Court, ExxonMobil shall pay the Plaintiffs \$9,500,000 in settlement of Natural Resource Damages.

8. ExxonMobil shall pay the amount specified in Paragraph 7 above by certified check made payable to the "Treasurer, State of New Jersey." ExxonMobil shall mail or otherwise deliver

the payment and any invoice issued as provided for in this Consent Judgment and previously received from Plaintiff DEP to the address stated on the invoice with a copy of the check and invoice delivered to:

Chief  
Office of Natural Resource Restoration  
Natural and Historic Resources Program  
New Jersey Department of Environmental Protection  
Mail Code 501-01  
P.O. Box 420  
Trenton, New Jersey 08625-0420;

with a copy to:

Section Chief  
Environmental Enforcement and Environmental Justice Section  
Division of Law  
Richard J. Hughes Justice Complex  
25 Market Street  
P.O. Box 093  
Trenton, New Jersey 08625-0093.

## **VII. PLAINTIFFS' COVENANT & RELEASE**

9. In consideration of the payment ExxonMobil is making pursuant to Paragraphs 7 and 8, above, and except as otherwise provided in Paragraph 11 below, the Plaintiffs fully and forever release and covenant not to sue ExxonMobil for all claims or causes of action for Natural Resource Damages Plaintiffs may have, now or in the future, as to any substance or other material, media, and/or theory of liability, arising from alleged discharges of hazardous substances at or migrating from the Lail Property prior to the Effective Date, including all areas to which any discharged substance or other material allegedly has migrated. Plaintiffs reserve all rights they have under the law as to Natural Resource Damages relative to discharges by ExxonMobil at other locations, and ExxonMobil reserves all rights and defenses it may have to such claims, including, but not limited to, the ability to argue that the claims have already been released through settlement

or otherwise resolved. The release and covenant not to sue set forth in this Paragraph does not apply to claims for Past or Future Cleanup and Removal Costs, which shall be governed by the representations and limitations set forth in Paragraph 6 above.

10. The covenant and release contained in Paragraph 9 above extend only to ExxonMobil and not to any other person and shall take effect upon Plaintiffs receiving the payment that ExxonMobil is required to make pursuant to Paragraphs 7 and 8 above, in full.

### **VIII. PLAINTIFFS' RESERVATIONS**

11. The covenant and release contained in Paragraph 9 above do not pertain to any matters other than those expressly stated. Plaintiffs reserve, and this Consent Judgment is without prejudice to, all rights against ExxonMobil concerning all other matters, including the following:

- a. claims based on ExxonMobil's failure to satisfy any term or provision of this Consent Judgment;
- b. liability arising from ExxonMobil's past, present, or future discharge or unsatisfactory storage or containment of any hazardous substance outside the Lail Property.
- c. liability for any future discharge or unsatisfactory storage or containment of any hazardous substance by ExxonMobil at the Lail Property;
- d. liability for Past and Future Cleanup and Removal Costs, if any, except as otherwise provided for herein;
- e. criminal liability;
- f. liability for any violation by ExxonMobil of federal or state law that occurs during or after the remediation of the Lail Property;

g. liability for any claim against the Spill Fund concerning the Lail Property (Plaintiffs having confirmed that as of the Effective Date of this Consent Judgment there are no such claims).

**IX. EXXONMOBIL'S COVENANTS**

12. ExxonMobil covenants not to oppose entry of this Consent Judgment by this Court, or to challenge any provision of this Consent Judgment, unless Plaintiffs notify ExxonMobil in writing, that Plaintiffs no longer support entry of the Consent Judgment.

13. ExxonMobil further covenants, subject to Paragraph 15 below, not to sue or assert any claim or cause of action against the State, including any department, agency, or instrumentality of the State, concerning Natural Resource Damages covered in this Consent Judgment. This covenant shall include any direct or indirect claim for reimbursement from the Spill Fund.

14. ExxonMobil's covenants not to sue or to assert any claim or cause of action against the State pursuant to Paragraphs 12 and 13 above do not apply where the Plaintiffs sue or take administrative action against ExxonMobil pursuant to Paragraph 11 above.

**X. EXXONMOBIL'S RESERVATIONS**

15. ExxonMobil expressly reserves all rights, including, but not limited to, any right to contribution or indemnification, and all defenses, claims, demands, and causes of action that ExxonMobil may have concerning any matter, transaction, or occurrence whether or not arising out of the subject matter of the Complaint, against any person not a party to this Consent Judgment.

**XI. EFFECT OF SETTLEMENT & CONTRIBUTION PROTECTION**

16. Nothing in this Consent Judgment shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Judgment. The preceding sentence

shall not be construed to waive or nullify any rights that any person not a party to this Consent Judgment may have under applicable law.

17. When entered, this Consent Judgment shall constitute a judicially approved settlement within the meaning of N.J.S.A. 58:10-23.11f.a.(2)(b) and 42 U.S.C.A. § 9613(f)(2) and will resolve the liability of ExxonMobil to Plaintiffs for the purpose of providing protection to ExxonMobil from contribution actions under the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), the Spill Act, the Joint Tortfeasors Contribution Law, N.J.S.A. 2A:53A-1 *et seq.*, the Comparative Negligence Act, N.J.S.A. 2A:15-5.1 to -5.8 or any other statute, regulation or common law principle related to the causes of action pleaded in the Complaint or matters addressed in this Consent Judgment, and for any capacity under which Plaintiffs sued related to the Lail Property. The Parties agree, and by entering this Consent Judgment this Court finds, ExxonMobil is entitled, upon fully satisfying its obligations under this Consent Judgment, to protection from contribution actions pursuant to Sections 113(f)(2) of CERCLA, 42 U.S.C. §§ 9613(f)(2), the Spill Act, N.J.S.A. 58:10-23.11f.a.(2)(b), and any other statute, regulation, or common law principle that provides contribution rights against ExxonMobil with regard to the subject matter of the Complaint related to the Lail Property or matters addressed in this Consent Judgment .

18. In order for ExxonMobil to obtain protection under N.J.S.A. 58:10-23.11f.a.(2)(b) from contribution claims concerning Natural Resource Damages covered by this Consent Judgment, on August 15, 2022, Plaintiffs published notice of this Consent Judgment in the New Jersey Register indicating that a copy of this Consent Judgment was available on Plaintiff DEP’s website in accordance with N.J.S.A. 58:10-23.11e.2. Such notice included the following information:

- a. The caption of this case;
- b. The name and location of the Lail Site;
- c. The name of the Defendant;
- d. A summary of the terms of this Consent Judgment; and
- e. That the Plaintiffs will submit this Consent Judgment to the Court for entry pursuant to Paragraph 38 below unless, as a result of the notice of this Consent Judgment pursuant to this Paragraph and Paragraph 38 below, Plaintiffs receive information that discloses facts or considerations that indicate to them, in their sole discretion, that the Consent Judgment is inappropriate, improper or inadequate.

19. ExxonMobil, on behalf of the Plaintiffs and in accordance with N.J.S.A. 58:10-23.11e2, has arranged for written notice of the Consent Judgment to all other potentially responsible parties for Natural Resource Damages of whom the Plaintiffs had notice prior to the submission date for the Plaintiffs to publish notice of the proposed settlement in this matter in the New Jersey Register in accordance with Paragraph 18 above.

20. In further fulfillment of N.J.S.A. 58:10-23.11e2, the Parties have also provided written notice of this Consent Order to other potentially responsible parties by:

- (a) ExxonMobil publishing notice in the following newspapers:
  - (i) Asbury Park Press;
  - (ii) Atlantic City Press;
  - (iii) Bergen Record;
  - (iv) Burlington County Times;
  - (v) New Jersey Herald;
  - (vi) South Jersey Times; and

(vii) Star Ledger, and

(b) Plaintiffs distributing a copy of the New Jersey Register Notice via SRWMP's and ONRR's websites, which the public can access at <http://nj.gov/dep/srp/legal/> and <http://nj.gov/dep/nrr/settlements/index.html>, respectively.

This notice is deemed compliant with the notice requirement of N.J.S.A. 58:10-23.11e2.

20. In any subsequent administrative or judicial proceeding initiated by the Plaintiffs for injunctive relief, recovery of costs or damages, or other appropriate relief concerning Natural Resource Damages, ExxonMobil shall not assert, and may not maintain, any defense or claim based upon the principles of statute of limitations, waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, the entire controversy doctrine, or other defenses based upon any contention that the claims the Plaintiffs raise in the subsequent proceeding were or should have been brought in this case; provided, however, that nothing in this Paragraph affects the enforceability of Plaintiffs' Covenant & Release (Section VII), and Effect of Settlement & Contribution Protection (Section XI) in this Consent Judgment.

## **XII. GENERAL PROVISIONS**

21. Nothing in this Consent Judgment shall be deemed to constitute preauthorization of a claim against the Spill Fund within the meaning of N.J.S.A. 58:10-23.11k. or N.J.A.C. 7:1J.

22. ExxonMobil agrees to continue to undertake its remediation obligations associated with institutional controls present at the Lail Property in accordance with the Spill Act, Industrial Site Recovery Act, N.J.S.A. 13:1K-8 et seq., the Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1 et seq., Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq., and their implementing regulations.

23. Plaintiffs enter into this Consent Judgment pursuant to the police powers of the State of New Jersey for the enforcement of the laws of the State and the protection of the public health and safety and the environment. All obligations imposed upon ExxonMobil by this Consent Judgment are continuing regulatory obligations pursuant to these police powers.

24. This Consent Judgment shall be governed and interpreted under the laws of the State of New Jersey.

25. If any provision of this Consent Judgment or the application thereof to any person or circumstance, to any extent, is held to be invalid or unenforceable, the remainder of this Consent Judgment or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Consent Judgment shall be valid and enforced to the fullest extent permitted by law.

### **XIII. ACCESS TO INFORMATION**

26. Upon receipt of a written request by one or more of the Plaintiffs, ExxonMobil shall submit or make available to the Plaintiffs all information ExxonMobil has concerning Natural Resource Damages, including technical records and contractual documents.

27. ExxonMobil may assert a claim of confidentiality or privilege for any information submitted to the Plaintiffs pursuant to Paragraph 26 above. ExxonMobil, however, agrees not to assert any privilege or confidentiality claim concerning data related to site conditions, sampling, or monitoring.

### **XIV. RETENTION OF RECORDS**

28. ExxonMobil shall preserve for a minimum of 10 years after the Effective Date of this Consent Judgment all data and information, including technical records, potential evidentiary documentation, and contractual documents, in ExxonMobil's possession or in the possession of its

divisions, employees, agents, accountants, contractors, or attorneys, related to Natural Resource Damages, despite any document retention policy to the contrary. ExxonMobil shall continue to comply with any retention of record provisions set forth in any administrative consent order, consent judgment, remediation agreement, any applicable Administrative Rules, or other such document relating to remediation of the Lail Site.

29. In no event shall this Section XIV require preservation of records beyond 30 years from the Effective Date of this Consent Judgment unless Plaintiffs provide written notice to ExxonMobil upon good cause requiring preservation of records for an additional fixed term not to exceed 5 years, or as further extended upon good cause and in writing for additional 5-year periods.

#### **XV. NOTICES AND SUBMISSIONS**

30. Except as otherwise provided in this Consent Judgment, whenever written notice or other documents are required to be submitted by one Party to another, they shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing.

As to Plaintiffs:

Chief  
Office of Natural Resource Restoration  
Natural and Historic Resources Program  
New Jersey Department of Environmental Protection  
Mail Code 501-01  
P.O. Box 420

Trenton, New Jersey 08625-0420

As to Exxon Mobil Corporation:  
Marc Rollo, Esq.  
Archer & Greiner P.C.  
1025 Laurel Oak Road  
Voorhees, NJ 08043  
856-673-3932

31. ExxonMobil shall not construe any informal advice, guidance, suggestions, or comments by Plaintiffs, or by persons acting for them, as relieving ExxonMobil of its obligation to comply with this Consent Judgment.

**XVI. EFFECTIVE DATE**

32. Effective Date of this Consent Judgment shall be the date upon which this Consent Judgment is entered by the Court.

**XVII. RETENTION OF JURISDICTION**

33. This Court retains jurisdiction over both the subject matter of this Consent Judgment and the Parties for the duration of the performance of the terms and provisions of this Consent Judgment for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Judgment, or to effectuate or enforce compliance with its terms.

**XVIII. MODIFICATION**

34. This Consent Judgment represents the entire integrated agreement between Plaintiffs and ExxonMobil concerning the Litigation and supersedes all prior negotiations, representations, or agreements, either written or oral, unless otherwise specifically provided.

35. Any notices or other documents specified in this Consent Judgment may only be modified by agreement of the Parties. All such modifications shall be made in writing.

36. Plaintiffs shall, within 30 days after the ExxonMobil's full compliance with this Consent Judgment, request that the Court dismiss Plaintiffs' complaint in New Jersey Department of Environmental Protection, et al. v. Exxon Mobil Corp., Dkt. No. GLO-L-000297-19, with prejudice concerning Plaintiffs' alleged claims for Natural Resource Damages, and without prejudice concerning Plaintiffs' alleged claims for Past and Future Cleanup and Removal Costs.

**XIX. ENTRY OF THIS CONSENT DECREE**

37. ExxonMobil consents to the entry of this Consent Judgment without further notice.

38. Upon conclusion of Plaintiffs' evaluation of any public comments received as a result of the notice described in Paragraphs 18 and 19 above, if Plaintiffs determine there is still good reason to enter into this Consent Judgment, they shall promptly submit this Consent Judgment to the Court for entry.

39. If for any reason the Court should decline to approve this Consent Judgment in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

**XX. SIGNATORIES/SERVICE**

40. Each undersigned representative of a Party certifies that he or she is authorized to enter into the terms and conditions of this Consent Judgment, and to execute and legally bind such Party to this Consent Judgment.

41. This Consent Judgment may be signed and dated in any number of counterparts, each of which shall be an original, and such counterparts shall together be one and the same Consent Judgment.

42. ExxonMobil shall identify on the attached signature pages the name, address, and telephone number of an agent who is authorized to accept service of process by mail on its behalf

with respect to all matters arising under or relating to this Consent Judgment. ExxonMobil agrees to accept service in this manner, and to waive the formal service requirements set forth in R. 4:4-4, including service of a summons.

**SO ORDERED** this            day of            , 2022.

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Honorable Robert P. Becker Jr., J.S.C.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Mark J. Pedersen, Assistant Commissioner  
Site Remediation and Waste Management  
Program

Dated:

By: \_\_\_\_\_  
Elizabeth Dragon, Assistant Commissioner  
Community Investment & Economic  
Revitalization Program

Dated:

NEW JERSEY SPILL COMPENSATION FUND

By: \_\_\_\_\_  
David Haymes, Administrator  
New Jersey Spill Compensation Fund

Dated:

MATTHEW J. PLATKIN, ACTING ATTORNEY  
GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: \_\_\_\_\_  
Richard F. Engel

Deputy Attorney General

Dated:

Exxon Mobil Corporation  
By \_\_\_\_\_

Dated:

Person Authorized to execute this Consent Judgment and to accept service on behalf of  
Exxon Mobil Corporation.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Tel No.: \_\_\_\_\_

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