

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

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.

AMERADA HESS CORP., et al.,

Defendants.

Civil Action No. 3:15-cv-6468-
(FLW-LHG)

JUDICIAL CONSENT ORDER AS TO THE
HP DELTA TRIAL SITE ONLY

This matter was opened to the Court by Gurbir S. Grewal, Attorney General of New Jersey, Deputy Attorney General Gwen Farley appearing, and Leonard Z. Kaufmann, Esq. of Cohn Lifland Pearlman Herrmann & Knopf LLP, and Scott E. Kauff, Esq. of the Law Offices of John K. Dema, P.C., and Michael Axline, Esq. of Miller Axline P.C., and Tyler Wren, Esq. of Berger & Montague P.C., Special Counsel to the Attorney General, appearing, as attorneys for plaintiffs New Jersey Department of Environmental Protection ("DEP" or "Department") and the Commissioner of the New Jersey Department of Environmental Protection ("Commissioner"), in their named capacity, as parens patriae, and as trustee of the natural resources of New Jersey, and the Administrator of the New Jersey Spill Compensation Fund ("Administrator") (the DEP, the

Commissioner and the Administrator are referred to collectively herein as "Plaintiffs"), and John McMeekin II, Esq. and Susan Dean, Esq. of Rawle & Henderson LLP, representing defendant Getty Properties Corp. ("GPC"), Stuart J. Lieberman, Esq. of Lieberman & Blecher, P.C, representing Third-Party Defendants H.P. Delta, Inc. ("HP Delta, Inc."), Harbans Singh, and Gurmail Singh, James D. Bride, Esq. of Leary Bride Mergner & Bongiovanni , representing Third-Party Defendant Robert Melecci ("Melecci"), and Lila Wynne of Marshall, Dennehey, Warner, Coleman & Goggin, representing Third-Party Defendant Dhandi Transport, Inc. ("Dhandi") (HP Delta, Inc., Harbans Singh, Gurmail Singh, Melecci, and Dhandi are referred to collectively herein as "Third-Party Defendants") and these Parties having amicably resolved their dispute before trial agree as follows:

I. BACKGROUND

1. The Plaintiffs initiated this action on or around June 28, 2007 by filing a complaint against GPC and other defendants in the Superior Court of the State of New Jersey, Mercer County, Docket MER-L-1622-07, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 to -23.24 ("the Spill Act"), the Water Pollution Control Act, N.J.S.A. 58:10A-1 to -20, and the common law, including product liability claims. The matter was removed to the United States District Court for the District of New Jersey, and later assigned to the multi-district litigation in the United

States District Court for the Southern District of New York, *In re Methyl Tertiary Butyl Ether ("MTBE") Multi-District Litigation*, MDL No. 1358 (SDNY) (VSB) ("Multi-District Litigation"). There was a remand of nineteen trial sites to the United States District Court for the District of New Jersey, *DEP v. Amerada Hess*, Civil Action No. 15-6468 (DNJ) (FLW) (LHG); the remainder of the case continues in the Multi-District Litigation.

2. One of the aforementioned trial sites was the service station located at 439 Lake Avenue, Woodbridge Township, Middlesex County, New Jersey (the "HP Delta Site"). This Judicial Consent Order ("JCO") concerns the HP Delta Site only and no other aspects of the above-captioned case or the MDL Litigation.

3. The Plaintiffs filed amended complaints; the latest was the Fifth Amended Complaint, which was filed September 28, 2018 (the "NJDEP Complaint").

4. Plaintiffs, in the NJDEP Complaint, seek past and future damages they have incurred and will incur as a result of alleged widespread contamination of the waters of New Jersey by methyl tertiary butyl ether ("MTBE") and tertiary butyl alcohol ("TBA"), including with respect to the HP Delta Site.

5. Plaintiffs, in the NJDEP Complaint, seek past and future costs they have incurred and will incur as a result of alleged widespread contamination of the waters of New Jersey by MTBE, including with respect to the HP Delta Site.

6. Plaintiffs, in the NJDEP Complaint, seek injunctive relief concerning the remediation of MTBE discharges throughout the State, including with respect to the HP Delta Site.

7. GPC filed responsive pleadings to the NJDEP Complaint in which it denied liability and asserted various defenses to the allegations contained in the NJDEP Complaint.

8. On or around April 12, 2011, GPC filed a Third-Party Complaint against the Third-Party Defendants in the MDL Litigation relating to the HP Delta Site. The Third-Party Defendants have denied the allegations of the Third-Party Complaint.

9. Defendant GPC is a Delaware corporation with its principal place of business at 2 Jericho Plaza, Suite 110, Jericho, New York.

10. Third-Party Defendant HP Delta, Inc. was a New Jersey Corporation with its principal place of business at 439 Lake Avenue, Woodbridge Township, New Jersey 07067. As referenced in its Rule 7.1 Statement, H.P. Delta, Inc. became known as H.P. Fuel Inc., with the same principal place of business, on or around July 30, 2007. H.P. Delta, Inc. and H.P. Fuel, Inc. will be collectively referred to as "H.P. Delta, Inc." herein.

11. Third-Party Defendants Harbans Singh and Gurmail Singh are the principals of H.P. Delta, Inc. Harbans Singh and Gurmail Singh were dismissed without prejudice on May 12, 2011.

12. Third-Party Defendant Melecci is the owner of the HP Delta Site. His principal place of business is 439 Lake Avenue, Woodbridge Township, New Jersey, 07067.

13. Third-Party Defendant Dhandi is a New Jersey corporation with a principal place of business at 133 Nathan Hale Drive, Deptford, New Jersey 08096..

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

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

II. JURISDICTION

15. This case was removed to the United States District Court for the District of New Jersey pursuant to 28 U.S.C. § 1446(d) and the Energy Policy Act of 2005, 42 U.S.C. § 7545, et seq., which expressly authorized the removal of legal actions related to allegations involving MTBE contamination, and then assigned to the United States District Court for the Southern District of New York as part of the Multi-District Litigation. Part of the litigation

was remanded to the United States District Court for the District of New Jersey, including the HP Delta site.

16. For purposes of approving and implementing this JCO, the Parties to this JCO waive all objections and defenses they may have to the jurisdiction of this Court over the Parties and this JCO. The Parties shall not challenge the jurisdiction of the United States District Court for the District of New Jersey to enforce this JCO against the parties to this JCO.

III. PARTIES BOUND

17. This JCO applies to, and is binding upon, the Parties.

IV. DEFINITIONS

18. Unless otherwise expressly provided, the terms used in this JCO that are defined in the Spill Act, or in the regulations promulgated pursuant to the Spill Act, shall have their statutory or regulatory meaning. Whenever the terms listed below are used in this JCO, the following definitions shall apply:

“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 JCO, 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.

"Future Cleanup and Removal Costs" shall mean all direct and indirect costs of any kind for any purpose the Plaintiffs incur on or after the effective date of this JCO, including oversight costs, with respect to MTBE that threaten or affect the waters of New Jersey for which any Settling Defendant is responsible under any applicable federal or state statute, regulation or order or the common law.

"HP Delta Site" shall mean the service station located at 439 Lake Avenue, Woodbridge Township, Middlesex County, New Jersey and includes all other areas to which MTBE and/or gasoline discharged on the site has migrated.

"MTBE" shall mean methyl tertiary butyl ether, neat or as a part of gasoline or as a contaminant of other fuel, and the degradation byproducts of commercial grade MTBE, including tertiary butyl alcohol ("TBA"). In addition, MTBE shall include TBA when TBA is present in MTBE gasoline.

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

"Plaintiffs" shall mean plaintiffs DEP, the Commissioner, and the Administrator, including in their capacities as described in paragraphs 14 to 18 of the Complaint, and any successor department, agency or official. Plaintiffs hereby represent and warrant that they have the power and authority to enter into this Agreement.

"Section" shall mean a portion of this JCO identified by a roman numeral.

"Settling Defendants" means GPC and the Third-Party Defendants. Settling Defendants shall also include GPC's and the Third-Party Defendants' parent companies, direct and indirect subsidiary companies, successors, past and present officers, directors, and employees (each, a "Related Entity"), but only to the extent that the alleged liability of any Related Entity 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 HP Delta Site contamination arose independently of its status and capacity as a Related Entity of a Settling Defendant. No other party named as a defendant in the Fifth Amended Complaint shall be considered a related entity of GPC or any of the Third-Party Defendants.

V. THIRD-PARTY DEFENDANTS' AND GPC'S COMMITMENTS

19. Within 14 Days after the effective date of this JCO, the Third-Party Defendants shall make the following payments to reimburse the State for costs incurred in remediating the HP Delta site:

(a) Melecci and HP Delta, Inc. shall collectively pay One Million Dollars (\$1,000,000.00) to Plaintiffs, and shall be jointly and severally responsible for such payment.

(b) Dhandi shall pay Three Hundred and Fifty Thousand dollars (\$350,000.00) to Plaintiffs.

20. The amounts specified in Paragraph 19(a) and (b) above shall be paid by cashier's or certified check made payable to "Treasurer, State of New Jersey" and remitted, with the applicable invoice furnished by the Department (if any), to the Division of Revenue and Enterprise Services at the address stated on said invoice or otherwise provided by plaintiffs. Notice of payment shall be emailed to: John Sacco, Director/State Forester, New Jersey Department of Environmental Protection at John.Sacco@dep.nj.gov and David E. Haymes, Administrator, Spill Compensation Fund, New Jersey Department of Environmental Protection at David.Haymes@dep.nj.gov, and to Gary Wolf, Section Chief, Environmental Enforcement and Environmental Justice Section, Division of Law, Department of Law and Public Safety at Gary.Wolf@law.njoag.gov or such other persons as Plaintiffs may designate.

21. GPC is making a separate payment to Plaintiffs, which is the subject of a separate Judicial Consent Order being submitted in the MDL Litigation contemporaneously with the submission of this

JCO to this Court (the "GPC 2 Party JCO"). The performance of the payment to be made by GPC pursuant to that separate JCO is material and necessary consideration for this JCO.

VI. RELEASES

22. (a) In consideration of, and upon receipt of, the payments required in Section V above, and except as otherwise provided in Section VII below, the Plaintiffs fully and forever release, covenant not to sue, and agree not to otherwise take judicial, administrative, or other action against GPC or the Third-Party Defendants, their administrators, successors and assigns, from all manner of acts, causes of action, suits, controversies, claims and demands related to the discharge of MTBE and/or gasoline at and from the HP Delta Site prior to the Effective Date of this JCO.

(b) In consideration of, and within sixty days upon receipt of, the payments required in Section V above, and except as otherwise provided in Section VII below, the Plaintiffs shall file a warrant of satisfaction with the Clerk's Office of the Superior Court of New Jersey to satisfy the 2016 lien in the amount \$2,000,067.46 (DJ 134696-16) on the HP Delta Site and Robert Melecci, personally. Copies of the filed warrant of satisfaction will be provided to counsel for the Third-Party Defendants within sixty days of receipt by Plaintiffs' counsel.

(c) In consideration of the payments set forth above by the Third-Party Defendants, and in consideration of the mutual releases set forth herein, GPC fully and forever releases, covenants not to sue, and agrees not to otherwise take judicial, administrative, or other action against the Third-Party Defendants, their administrators, successors and assigns, from all manner of acts, causes of action, suits, controversies, claims and demands related to the discharge of MTBE and/or gasoline at and from the HP Delta Site prior to the Effective Date of this JCO.

(d) In consideration of the mutual releases set forth herein, the Third-Party Defendants each fully and forever release, covenant not to sue, and agree not to otherwise take judicial, administrative, or other action against any other Third-Party Defendant, GPC, or Plaintiffs, their administrators, successors and assigns, from all manner of acts, causes of action, suits, controversies, claims and demands related to the discharge of MTBE and/or gasoline at and from the HP Delta Site prior to the Effective Date of this JCO.

23. The covenants and releases contained in this Section VI shall take effect upon the Plaintiffs' receipt of the payments that the Third-Party Defendants and GPC are required to make pursuant to Section V above and pursuant to the separate JCO being submitted in the MDL Litigation contemporaneously with the submission of

this JCO to this Court, respectively, in full, and in compliance with the terms of this JCO.

24. The covenants and releases contained in this Section VI extend only to parties to this JCO and not to any other defendant, party, person, or entity.

25. The covenants and releases contained in this Section V do not pertain to any matters other than those expressly stated.

VII. PLAINTIFFS' RESERVATIONS

26. The Plaintiffs reserve, and this JCO is without prejudice to, all rights against the Third-Party Defendants except those expressly released or for which there is a covenant not to sue in Section VI. This reservation of rights includes, but is not limited to, the following:

- a. claims based on a Settling Defendant's failure to satisfy any term or provision of this JCO;
- b. liability for Future Cleanup and Removal Costs, except as released herein;
- c. criminal liability; and
- d. liability for any violation by a Third-Party Defendant of federal, state or common law that occurs after the Effective Date of this JCO.

VIII. SETTLING DEFENDANTS' COVENANT

27. The Settling Defendants covenant not to sue or assert any claim or cause of action against the Department, Administrator, or Commissioner, concerning the matters addressed in the NJDEP Complaint and this JCO, with the exception of the enforcement of the terms of this JCO, unless that Settling Defendant is the subject of third-party claims or causes of action for which the Department, Administrator, or Commissioner may be liable.

28. The Settling Defendants' covenant in Paragraph 23 above does not apply where the Plaintiffs sue or take judicial, administrative, criminal or other action against a Settling Defendant pursuant to Section VII above.

IX. NO FINDINGS OR ADMISSIONS OF LIABILITY

29. Nothing contained in this JCO shall be considered an admission by a Settling Defendant, or a finding by the Plaintiffs or this Court, of any wrongdoing or liability on a Settling Defendant's part.

X. EFFECT OF SETTLEMENT AND CONTRIBUTION PROTECTION

30. Nothing in this JCO shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this JCO. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this JCO may have under applicable law.

31. Settling Defendants expressly reserve all rights, including, but not limited to, any right to indemnification and contribution,

defenses, claims, demands, and causes of action that the Settling Defendants may have concerning any matter, transaction, or occurrence, whether or not arising out of the subject matter of the NJDEP Complaint, against any person not a Party to this JCO.

32. When entered, this JCO shall constitute a judicially approved settlement as to the HP Delta Site only within the meaning of N.J.S.A. 58:10-23.11f.a.(2)(b) and 42 U.S.C. § 9613(f)(2) and will resolve the liability of the Settling Defendants to the Plaintiffs for the purpose of providing contribution protection to the Settling Defendants from contribution actions under 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 NJDEP Complaint or matters addressed in this JCO and, as to GPC only, the GPC 2 Party JCO. The Parties agree, and by entering this JCO this Court finds, the Settling Defendants are entitled, upon fully satisfying their payment obligation under this JCO, and as to GPC only, the GPC 2 Party JCO, 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 the Settling Defendant with regard to

the subject matter of the NJDEP Complaint or matters addressed in this JCO as to the HP Delta Site only.

33. In accordance with N.J.S.A. 58:10-23.11e2 the Plaintiffs published a copy of the draft JCO on Plaintiffs' website, published notice of this JCO in the New Jersey Register, and arranged for notice and comment, as described in the following paragraph, to other parties in this case and to the other potentially responsible parties. Such notice included the following information:

- a. the caption of this case;
- b. the names of the Settling Defendants;
- c. a summary of the terms of this JCO; and
- d. that a copy of the draft JCO is available on DEP's website.

34. In fulfillment of N.J.S.A. 58:10-23.11e2 the Parties have provided written notice of this JCO to all other parties in the case and to other potentially responsible parties by:

- a. GPC sending a letter to liaison defense counsel and serving a copy of such letter on counsel of record in the MDL Litigation via LexisNexis File and Serve; and

- b. GPC 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

c. The Plaintiffs distributing a copy of the New Jersey Register Notice via the Site Remediation and Waste Management Program's and the Office of Natural Resource Restoration'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.

35. The Plaintiffs will submit this JCO to the Court for entry pursuant to Paragraph 47 below unless, as a result of the notice of this JCO pursuant to Paragraphs 33 and 34 above, the Plaintiffs receive information that discloses facts or considerations that indicate to Plaintiffs, in their sole discretion, that the JCO is inappropriate, improper, or inadequate.

36. In any subsequent administrative or judicial proceeding initiated by the Plaintiffs relating to gasoline contamination at

the HP Delta Site, the Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of the entire controversy doctrine and the argument that such matters should have been included in the above-captioned litigation; provided, however, that nothing in this Paragraph affects the enforceability of this JCO.

XI. GENERAL PROVISIONS

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

38. The Plaintiffs enter into this JCO 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 the Settling Defendants by this JCO are continuing regulatory obligations pursuant to the police powers of the State of New Jersey.

39. No payment owed or made pursuant to this JCO is intended to constitute a debt, damage claim, penalty, or other claim that may be limited or discharged in a bankruptcy proceeding.

40. This JCO shall be governed and interpreted under the laws of the State of New Jersey.

41. If any provision of this JCO or the application thereof to any person or circumstance, to any extent, is held to be invalid or unenforceable, (a) the Parties hereto shall negotiate in good

faith a valid and enforceable provision as similar in terms to such invalid or unenforceable provisions as may be possible, and (b) the remainder of this JCO 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 JCO shall be valid and enforced to the fullest extent permitted by law.

XII. EFFECTIVE DATE

42. The effective date of this JCO shall be the date upon which the Court enters this JCO.

XIII. RETENTION OF JURISDICTION

43. This Court retains jurisdiction over both the subject matter of this JCO and the Parties for the duration of the performance of the terms and provisions of this JCO 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 JCO, or to effectuate or enforce compliance with its terms.

XIV. MODIFICATION

44. This JCO may only be modified by written agreement between the Parties with approval by the Court and represents the entire integrated agreement between the Plaintiffs and the Settling Defendants, and supersedes all prior negotiations, representations or agreements, either written or oral.

45. Nothing in this JCO shall be deemed to alter the Court's power to enforce, supervise, or approve modifications to this JCO.

XV. ENTRY OF THIS JCO AND FILING OF DISMISSALS

46. The Settling Defendants consent to the entry of this JCO without further notice after the comment period referenced in Paragraphs 29 and 30 above.

47. So long as Plaintiffs do not receive public comments that disclose facts or considerations that indicate to Plaintiffs, in their sole discretion, that the JCO is inappropriate, improper, or inadequate, upon conclusion of the Plaintiffs' review of any public comment(s) received as a result of the notice described in Paragraphs 29 and 30 above, the Plaintiffs shall promptly submit this JCO to the Court for entry.

48. If for any reason the Court should decline to approve this JCO 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 among the Parties or third parties.

49. Within thirty days of the Plaintiffs' receipt of payment as set forth in Section V above, GPC shall request that the United States District Court for the District of New Jersey dismiss its Third-Party Complaint with prejudice pursuant to Fed. R. Civ. P. 41(a) (2).

XVI. SIGNATORIES/SERVICE

50. Each undersigned representative of Plaintiffs and Settling Defendants to this JCO certifies that he or she is authorized to enter into the terms and conditions of this JCO, and to execute and legally bind such Party to this JCO.

51. This JCO 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 JCO.

52. Settling Defendants identify in this paragraph an agent who is authorized to accept service of process by mail on their behalf with respect to all matters arising under or relating to this JCO. Settling Defendants agree to accept service in this manner, and to waive the formal service requirements set forth in the New Jersey Rules of Court or Federal Rules of Civil Procedure, including service of a summons.

For Dhandi Transport Inc.:

For H.P. Delta, Inc., Harbans Singh, and Gurmail Singh:

Michael G. Sinkevich, Esq.

Lieberman Blecher & Sinkevich, P.C.

10 Jefferson Plaza, Suite 400

Princeton, NJ 08540

For Robert Melecci:

Robert Melecci

439 Lake Avenue

Woodbridge Township, NJ 07067

AND

James D. Bride, Esq.

Leary Bride Mergner & Bongiovanni, P.A.

7 Ridgedale Ave.

Cedar Knolls, NJ 07927

For GPC:

John C. McMeekin II, Esquire
Susan M. Dean, Esquire

53. The Parties to this JCO agree that it was negotiated fairly between them at arms' length and that the final terms of this JCO shall be deemed to have been jointly and equally drafted by them, and that the provisions of this JCO therefore should not be construed against a Party to it on the grounds that the Party drafted or was more responsible for drafting the provision(s).

SO ORDERED this day of , .

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U.S.D.J.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSENTS TO THE
FORM AND ENTRY OF THIS ORDER

By: _____

David E. Haymes, Director

Division of Enforcement, Technical, and Financial Support

Dated: _____

By: _____

Raymond Bukowski, Assistant Commissioner

Natural & Historic Resources

Dated: _____

NEW JERSEY SPILL COMPENSATION FUND CONSENTS TO THE FORM AND ENTRY
OF THIS ORDER

By: _____

David E. Haymes, Administrator

New Jersey Spill Compensation Fund

Dated: _____

Gurbir S. Grewal,
Attorney General of New Jersey
Attorney for Plaintiffs

By: _____

Gwen Farley
Deputy Attorney General

Dated: _____

GETTY PROPERTIES CORPORATION CONSENTS TO THE FORM AND ENTRY OF THIS ORDER

By: _____

Dated: _____

DHANDI TRANSPORTATION INC. CONSENTS TO THE FORM AND ENTRY OF THIS ORDER

By: _____

Dated: _____

ROBERT MELECCI CONSENTS TO THE FORM AND ENTRY OF THIS ORDER

By: _____

Dated: _____

H.P.DELTA, INC., HARBANS SINGH, AND GURMAIL SINGH CONSENT TO THE
FORM AND ENTRY OF THIS ORDER

By: _____

Dated: _____