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

Plaintiffs,

v.

DANIEL SHOPLOCK; THE ESTATE
OF DANIEL SHOPLOCK;
SHOPLOCK SERVICE, INC.; WEST
AMERICAN INSURANCE
COMPANY; OHIO CASUALTY
CORP.; BRANCH OIL CO. INC.;
SUKHVINDER DABB; JASWINDER
DABB; BRANCH 2002 LLC; and
PUSHPINDER S. CHEEMA (a/k/a
PUSHPINDER SINGH, PETER
SINGH AND PETER CHEEMA),

Defendants,

SUPERIOR COURT OF NEW JERSEY
SOMERSET COUNTY- LAW DIVISION

DOCKET NO.: SOM-L-000126-18

CIVIL ACTION

CONSENT JUDGMENT

This matter was opened to the Court by Matthew J. Platkin, Attorney General of New Jersey, Thomas Lihan, Deputy Attorney General appearing, as attorney for Plaintiffs 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, and Post & Schell, P.C., John C. Sullivan, Esq., appearing, as attorney for defendants Ohio Casualty Insurance Company and West American Insurance Company, and the parties having amicably resolved their dispute before trial:

I. BACKGROUND

1. Plaintiffs New Jersey Department of Environmental Protection (“Department”), the Commissioner of the New Jersey Department of Environmental Protection (“Commissioner”), and the Administrator of the New Jersey Spill Compensation Fund (“Administrator”) (collectively, “the Plaintiffs”) initiated this action on January 26, 2018, by filing a complaint (the “Complaint”) against defendants Ohio Casualty Insurance Company (incorrectly pleaded as “Ohio Casualty Insurance Corp.”) and West American Insurance Company (collectively the “Settling Defendants”), Daniel Shoplock, the Estate of Daniel Shoplock, and Shoplock Service, Inc., and others, pursuant to the New Jersey 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 to -20, and the common law.

2. Plaintiffs in their Complaint seek reimbursement of the costs they have incurred, and will incur, as a result of the discharge of hazardous substances and pollutants at the former Shoplock Sunoco site located at 954 U.S. Route 202 South, in Branchburg Township, Somerset County, New Jersey (“Property”).

3. Plaintiffs allege that the discharge of hazardous substances and pollutants at the Property has resulted in contamination of the soil and groundwater at the Property, and from the Property.

4. Plaintiffs allege that at the time of discharges of hazardous substances and

pollutants at the Property, defendant Daniel Shoplock, trading as Shoplock Service, Inc., Shoplock Service Center, Inc., Shoplock Sunoco and/or similar designations, operated a retail gasoline distribution business and service station on the Property under the name of Shoplock Service Center, Inc.

5. Plaintiffs further allege that the Settling Defendants issued various liability insurance policies which name defendant Daniel Shoplock and Shoplock Service Inc. as named insureds, insureds or additional insureds, pursuant to which the Settling Defendants are responsible for the cleanup and removal costs incurred or to be incurred by Plaintiffs for remediation of contamination arising from the discharge of hazardous substances at or from the Property.

6. In response to Plaintiffs' Complaint, the Settling Defendants filed a responsive pleading asserting various denials of, and defenses to, the allegations contained in the Complaint.

7. By entering into this Consent Judgment, the Settling Defendants do not admit any liability on their part arising from the transactions or occurrences the Plaintiffs allege in the Complaint nor do they admit the accuracy of any such allegations. The Settling Defendants also do not admit that insurance coverage exists in favor of defendants Daniel Shoplock, the Estate of Daniel Shoplock, or Shoplock Service, Inc. under any policy of insurance with respect to the claims asserted by the Plaintiffs in their Complaint.

8. Plaintiffs allege that hazardous substances, as defined in N.J.S.A. 58:10-23. 11b., and pollutants were discharged at the Property within the meaning of N.J.S.A. 58:10-23.11b., which substances the Plaintiffs allege that Daniel Shoplock, and Shoplock Service, Inc., among others, discharged or were "in any way responsible" for under the Spill Act.

9. From June 2000 through the date hereof, using public funds, the Department remediated the Site, pursuant to State law.

10. Sampling results from the remedial investigations revealed the presence of various hazardous substances in the soils and groundwater at the Site.

11. Plaintiffs allege they have incurred significant costs to investigate and remediate the Site and will continue to incur such costs.

12. Plaintiffs allege that the Released Parties have not compensated the Department for its expenditures to remediate the Site, nor have they agreed to fund the Department's future remediation of the Site.

13. Plaintiffs allege that the Administrator has either approved, or may approve, appropriations for the remediation of the Site.

14. Plaintiffs maintain that the costs they have incurred, and will incur, are "cleanup and removal costs" within the meaning of N.J.S.A. 58:10-23.11b.

15. The parties to this Consent Judgment ("the Parties") recognize, and the 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 avoid continued, prolonged and complicated litigation among the Parties, that this Consent Judgment is fair, reasonable, and in the public interest, and that this Consent Judgment is a fair, appropriate, and adequately supports exercise of the Plaintiffs' discretion and judgment concerning the facts and circumstances of this matter.

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

II. JURISDICTION

16. This Court has jurisdiction over the subject matter of this action pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 to -23.24, the Water Pollution Control

Act, N.J.S.A. 58:10A to -20, and the common law. This Court also has personal jurisdiction over the Parties, for the purposes of this Consent Judgment and the underlying Complaint. The Parties waive all objections and defenses they may have to jurisdiction of the Court, or to venue in this County. The Parties shall not challenge the Court's jurisdiction to enforce this Consent Judgment.

III. PARTIES BOUND

17. Unless otherwise expressly provided, this Consent Judgment applies to, and is binding upon Department, Commissioner, Administrator, and the Released Parties.

IV. DEFINITIONS

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

“Administrator” shall mean the Administrator of the New Jersey Spill Compensation Fund, who is appointed pursuant to N.J.S.A. 58: 10-23.11j.

“Commissioner” shall mean the Commissioner of the New Jersey Department of Environmental Protection.

“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.

“Department” shall mean the New Jersey Department of Environmental Protection and any successor department or agency of the State.

“Future Cleanup and Removal Costs” shall mean all cleanup and removal costs that the Plaintiffs will incur, after the Effective Date of this Consent Judgment in connection with the Site.

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

“Natural Resource Damages” shall mean all claims arising from discharges at the Site that occurred prior to the effective date of this Settlement Agreement, and that are recoverable by NJDEP as natural resource damages for injuries to natural resources under the Spill Compensation and Control Act, N.J.S.A. 58:10 23.11 et seq., the Water Pollution Control Act, N.J.S.A. 58:10A-1 through -20; 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, NJDEP Office of Natural Resource Restoration’s (“ONRR’s”) costs and fees, including costs and fees incurred to determine that the Settling Defendants and the Shoplock Entities have complied with the requirements of this Settlement Agreement (oversight costs), attorney’s fees, consultants and experts’ fees, other litigation costs, and interest, incurred prior to the Effective Date of this Settlement Agreement;

(b) Compensation for the lost value of, injury to, or destruction of natural resources; and

“Natural Resource Damages” do not include:

(a) Compliance with any statutory or regulatory requirement that is not within

the definition of Natural Resource Damages.

“Ohio Casualty” shall mean Ohio Casualty Insurance Company (improperly pleaded as Ohio Casualty Insurance Corp.), West American Insurance Company, and all of their member companies as well as their predecessors, successors, transferees, assignees, parents, subsidiaries, divisions, affiliates, holding companies, officers, directors, trustees, employees, shareholders, agents, attorneys, and representatives.

“Paragraph” shall mean a portion of this Consent Judgment identified by an Arabic numeral.

“Party” or “Parties” shall mean Plaintiff Department, Plaintiff Commissioner, Plaintiff Administrator, and the Settling Defendants.

“Past Cleanup and Removal Costs” shall mean all cleanup and removal costs incurred by Plaintiffs on or before the effective date of this Consent Judgment in connection with the Site.

“Plaintiffs” shall mean Plaintiffs Department, Commissioner, Administrator, and any successor department, agency or official.

“Person” shall mean public or private corporations, companies, associations, societies, firms, partnerships, joint stock companies, individuals, the United States, the State of New Jersey and any of its political subdivisions or agents, as applicable.

“Property” shall mean the approximately 0.66 acres of real property located at 954 U.S. Route 202 South, Branchburg Township, Somerset County, New Jersey, this property being also known and designated as Block 44, Lot 30, on the Tax Map of Branchburg Township.

“Released Parties” shall mean the Settling Defendants and the Shoplock Entities.

“Section” shall mean a portion of this Consent Judgment identified by a roman numeral.

“Settling Defendants” shall mean Ohio Casualty, as defined above.

“Shoplock Entities” shall mean defendants Daniel Shoplock, the Estate of Daniel Shoplock, Judy K. Shoplock as the Executrix of the Estate of Daniel Shoplock, Shoplock Service, Inc., Shoplock Service Center, Inc. and any other entity owned or allegedly owned by the foregoing, and their respective successors, relatives, administrators, assigns, heirs, and executors.

“Site” shall mean the Property and any and all areas or locations to which any hazardous substance(s) or pollutants discharged at or from the Property may have migrated or come to be located. Plaintiff Department has designated the Site as Site Remediation Program Interest No. 005590.

“Spill Fund” shall mean the New Jersey Spill Compensation Fund established pursuant to N.J.S.A. 58:10-23.11i.

“State” shall mean the State of New Jersey.

V. THE PARTIES’ OBJECTIVES

19. The Parties’ objectives in entering into this Consent Judgment are to protect public health and safety and the environment by the Settling Defendants agreeing to reimburse Plaintiffs for Past Cleanup and Removal Costs, Future Cleanup and Removal Costs, and Natural Resource Damages, and in return for the Plaintiffs agreeing to resolve all of their claims against the Released Parties concerning the Site as stated in the Complaint and the Consent Judgment.

VI. THE SETTLING DEFENDANTS’ COMMITMENTS

20. Within 60 days after the Effective Date of this Consent Judgment, the Settling Defendants shall pay Plaintiffs one hundred seventy-five thousand dollars (\$175,000.00) in settlement (“Settlement Amount”) of Past Cleanup and Removal Costs, Future Cleanup and Removal Costs, and Natural Resource Damages.

21. The NJDEP shall generate an invoice for payment of \$175,000. Settling

Defendants shall pay the State within 60 days of receipt of the invoice by certified check made payable to "Treasurer, State of New Jersey." Payment, with invoice stub, shall be mailed to the address referenced on the invoice. In addition, Settling Defendants shall mail or otherwise deliver a copy of the payment and invoice to:

New Jersey Department of Environmental Protection
Contaminated Site Remediation and Redevelopment Program
401 East State Street, Mail Code 401-06L
Trenton, New Jersey 08625-0420
Attn: Frank DeFeo, Assistant Director, FSE

A copy of the certified check should also be forwarded to:

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

VII. PLAINTIFFS' COVENANTS

22. In consideration of the payment the Settling Defendants are making pursuant to Paragraph 20 above, and except as otherwise provided in Paragraphs 26 through 28 below, Plaintiffs fully and forever release, covenant not to further sue, and agree not to otherwise take any administrative action against the Released Parties for reimbursement of Past Cleanup and Removal Costs or Future Cleanup and Removal Costs incurred or to be incurred as a result of the discharge of hazardous substances and pollutants at or from the Property, and for any injunctive relief with respect to the Site. Plaintiffs agree that this release and covenant not to sue includes any and all actual or alleged rights of Plaintiffs against the Released Parties concerning the allegations contained in the Complaint and/or any policy of insurance issued or allegedly issued by the Settling Defendants to the Shoplock Entities, directly or indirectly, whether as judgment creditor or otherwise. Plaintiffs represent that they have not assigned any of the rights referenced in this

Paragraph to any other person or entity, and will not attempt to do so.

23. In further consideration of the payment the Settling Defendants are making pursuant to Paragraph 20 above, and except as otherwise provided in Paragraphs 26 through 28 below, Plaintiffs fully and forever release, covenant not to sue, and agree not to otherwise take administrative action against the Released Parties for any and all of Plaintiffs' causes of actions for Natural Resource Damages for the Site. Plaintiffs agree that this release and covenant not to sue includes any and all actual or alleged rights of Plaintiffs against the Released Parties for Natural Resource Damages and/or any policy of insurance issued or allegedly issued by the Settling Parties to the Shoplock Entities, directly or indirectly, whether as judgment creditor or otherwise. Plaintiffs represent that they have not assigned any of the rights referenced in this Paragraph to any other person or entity and will not attempt to do so.

24. The covenants and release contained in Paragraph 22 and 23 above, shall take effect upon Plaintiffs receiving the payment the Settling Defendants are required to make pursuant to Paragraph 20 above, in full, and in the prescribed time and manner.

25. The covenants and releases contained in Paragraphs 22 and 23 above, are further conditioned upon the Settling Defendants' satisfactory performance of their obligations under Paragraphs 20 and 21 of this Consent Judgment, and extend to the Released Parties and not to any other persons.

VIII. PLAINTIFFS' RESERVATIONS

26. Notwithstanding any other provision of this Consent Judgment, the covenant and release contained in Paragraphs 22 and 23 above shall be null and void in the event that the Settling Defendants fail to pay the Settlement Amount in accordance with Section VI.

27. Notwithstanding any other provision of this Consent Judgment, Plaintiffs retain all authority, and reserve all rights, to undertake any remediation authorized by law concerning the

Site.

28. The covenant and release contained in Paragraphs 22 and 23 above do not pertain to any matters other than those expressly stated, including any release or discharge at or from any location other than the Property. Plaintiffs reserve, and this Consent Judgment is without prejudice to, all rights against the Released Parties concerning all other matters, including the following:

a. claims based on the Settling Defendants' failure to satisfy any term or provision of this Consent Judgment;

b. liability arising from the Shoplock Entities' past, present or future discharge or unsatisfactory storage or containment of any hazardous substance at any location other than the Property;

c. liability for any future discharge or unsatisfactory storage or containment of any hazardous substance by the Shoplock Entities at the Property, unless as otherwise ordered or approved by the Department; provided, however, that the terms "discharge, storage or containment" are not meant to include the continuing migration of hazardous substances discharged at or from the Property prior to the Effective Date of this Consent Judgment; and

d. criminal liability.

IX. THE SETTLING DEFENDANTS' COVENANTS

29. The Settling Defendants covenant not to oppose entry of this Consent Judgment by this Court, or to challenge any provision of this Consent Judgment, unless Plaintiffs notify the Settling Defendants, in writing, that they no longer support entry of the Consent Judgment.

30. The Settling Defendants further covenant, subject to Paragraph 32 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 the Site. This covenant shall include the following:

- a. any direct or indirect claim for reimbursement from the Spill Fund or the Sanitary Landfill Contingency Fund concerning the Site;
 - b. any claim for fees or damages related to the litigation of the within matter;
- and
- c. any claim or cause of action concerning the remediation of the Site, including the Department's selection, performance or oversight of the remediation, or the Department's approval of the plans for the remediation.

X. SETTLING DEFENDANTS' RESERVATIONS

31. The Settling Defendants reserve, and this Consent Judgment is without prejudice to, claims against the State of New Jersey, subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 to -12-3; the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 to 13-10; the New Jersey Constitution, N.J. Const. Art. VIII, §2, or any other applicable provision of law, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any State employee while acting within the scope of his office or employment under circumstances where the State, if a private person, would be liable to the claimant. Any such claim, however, shall not include a claim for any damages caused, in whole or in part, by the act or omission of any person, including any contractor, who is not a State employee as that term is defined in N.J.S.A. 59:1-3; nor shall any such claim concerning the Site, including a claim based on the Department's selection, remediation, or the Department's oversight or approval of plans or activities relating to the Site. The foregoing applies only to claims that the Settling Defendants may bring pursuant to any statutes other than the Spill Act and/or the Water Pollution Control Act, and for which the waiver of sovereign immunity is found in a statute other

than the Spill Act and/or Water Pollution Control Act.

32. 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. 7:11.

XI. FINDINGS & NO ADMISSIONS OF LIABILITY

33. Nothing contained in this Consent Judgment shall be considered an admission by the Released Parties, or a finding by Plaintiffs, of any wrongdoing on the Released Parties' part for anything that is alleged to have occurred at the Site as of the effective date of this Consent Judgment, or an admission by Ohio Casualty that it was obligated to provide insurance coverage and/or pay any monies with respect to any of the claims asserted by the Plaintiffs.

XII. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

34. Except as otherwise stated herein, 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 signatory to this Consent Judgment may have under applicable law.

35. Except as otherwise stated herein, nothing in this Consent Judgment shall be construed as a waiver of Plaintiffs' claims against any person not a Party to this Consent Judgment. By this Consent Judgment, Plaintiffs do not release any claims that have been asserted or that may be asserted against defendants Branch Oil Co., Inc., Sukhvinder Dabb, Jaswinder Dabb, Branch 2002 LLC, or Pushpinder Cheema (a/k/a Pushpinder Singh, Peter Singh, and Peter Cheema), or any parties that may later be added to this case, arising out of the discharge of hazardous substances and pollutants at the Property.

36. Except as otherwise stated herein, the Settling Defendants expressly reserve all rights, including, but not limited to, any right to cost recovery, contribution, defenses, claims,

demands, and causes of action that the Settling Defendants may have concerning any matter, transaction, or occurrence concerning the Site against any person not a Party to this Consent Judgment.

37. When entered, this Consent Judgment will constitute a judicially approved settlement within the meaning of N.J.S.A. 58:10-23.11f.a.(2)(b) for the purpose of providing protection to the Released Parties from contribution actions or claims. The Parties agree, and by entering this Consent Judgment this Court finds, the Released Parties are entitled, upon payment of the Settlement Amount by the Settling Defendants pursuant to this Consent Judgment, to protection from contribution actions or claims for matters addressed in this Consent Judgment as set forth in the Spill Act.

38. In order for the Released Parties to obtain protection under N.J.S.A. 58:10-23.11f.a.(2)(b) from contribution actions and claims concerning the matters addressed in this Consent Judgment the Plaintiffs published notice of this Consent Judgment in the New Jersey Register and on the Department's website on _____, 2023, in accordance with N.J.S.A. 58:10-23.11e2. Such notice included the following information:

- a. the caption of this case;
- b. the name and location of the Property;
- c. the names of the Settling Defendants and other Released Parties;
- d. A summary of the terms of this Consent Judgment; and
- e. That there are 60 days to comment on the proposed settlement.

39. The Plaintiffs, in accordance with N.J.S.A. 58:10-23.11e2, arranged for written notice of the Consent Judgment to all other potentially responsible parties for discharges at the Property of whom the Plaintiffs had notice as of the date the Plaintiffs published notice of the proposed settlement in this matter in the New Jersey Register in accordance with Paragraph 38

above.

40. The Plaintiffs will submit this Consent Judgment to the Court for entry pursuant to Paragraph 57 below unless, as a result of the notice of this Consent Judgment pursuant to Paragraphs 38 and 39 above, the Plaintiffs receive information that disclose facts or considerations that indicate to them, in their sole discretion, that the Consent Judgment is inappropriate, improper or inadequate.

41. In any subsequent administrative or judicial proceeding initiated by Plaintiffs for injunctive relief, recovery of costs and damages, or other appropriate relief concerning the Site, the Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, the entire controversy doctrine or other defenses based upon any contention that the claims 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 the covenants set forth in this Consent Judgment. Paragraph 41 does not apply to claims or suits concerning the Site and filed by persons or entities other than Plaintiffs. The Released Parties retain the right to assert defenses or claims based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, the entire controversy doctrine or any other applicable defenses in connection claims or suits related to the Site and filed by persons or entities other than Plaintiffs.

XIII. GENERAL PROVISIONS

42. 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 the Settling Defendants by this Consent Judgment are continuing regulatory obligations pursuant to these police powers.

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

IV. ACCESS TO INFORMATION

44. Upon receipt of a written request by one or more of the Plaintiffs, the Settling Defendants shall submit or make available to the Plaintiffs all relevant, non-privileged information the Settling Defendant has concerning the Site, including technical records and contractual documents.

45. The Settling Defendants may assert a claim of confidentiality or privilege for any information submitted to the Plaintiffs pursuant to this Consent Judgment. The Settling Defendants, however, agree not to assert any privilege or confidentiality claim concerning data related to Site conditions, sampling, or monitoring.

XV. RETENTION OF RECORDS

46. The Settling Defendants shall preserve during the pendency of this Consent Judgment and for a minimum of seven years after its effective date, all data and information, including technical records, potential evidentiary documentation and contractual documents, in Settling Defendants' possession or in the possession of their employees, agents, accountants, contractors, or attorneys, which in any way concern the Site, despite any document retention policy to the contrary.

47. After the seven-year period specified in Paragraph 46 above, the Settling Defendants may request of the Department, in writing, that they be allowed to discard any such documents. Such a request shall be accompanied by a description of the documents involved, including the name of each document, date, name and title of the sender and receiver and a

statement of contents. Upon receiving written approval from the Department, the Settling Defendants may discard only those documents the Plaintiffs do not require the Settling Defendants to preserve for a longer period.

XVI. NOTICES AND SUBMISSIONS

48. 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 Department, Commissioner, and Administrator:

Section Chief, Environmental Enforcement Section
Department of Law & Public Safety
Division of Law
Richard J. Hughes Justice Complex
25 Market St., P.O. Box 093
Trenton, New Jersey 08625-0093
(609) 376-2740

As to Settling Defendants:

John C. Sullivan, Esq.
Post & Schell, P.C.
Four Penn Center, 13th Floor
1600 JFK Boulevard
Philadelphia, PA 19103
(215) 587-1000

49. All submissions shall be considered effective upon receipt, unless otherwise provided in this Consent Judgment.

50. The Settling Defendants shall not construe any informal advice, guidance, suggestions, or comments by Plaintiffs or by persons acting for Plaintiffs as relieving the Settling Defendants of their obligation to obtain written approvals or modifications as required by this Consent Judgment.

XVII. EFFECTIVE DATE

51. The Effective Date of this Consent Judgment shall be the date upon which the Court in the Complaint has entered this Consent Judgment. In the event the Settlement Amount is returned to the representative of the Settling Defendants pursuant to this Paragraph, the within Consent Judgment shall be null and void.

XVIII. RETENTION OF JURISDICTION

52. Upon entry of the Consent Judgment, all claims asserted by Plaintiffs in this matter against the Released Parties are dismissed with prejudice and Plaintiffs agree to take no further action with respect to same, except that 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, or to resolve disputes, including any appeal from an administrative determination of a dispute between the Parties.

XIX. MODIFICATION

53. 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.

54. All notices or other documents the Settling Defendants are required to submit to the Plaintiffs under this Consent Judgment, if any, shall, upon approval or modification by Plaintiffs, be enforceable under this Consent Judgment. All such approvals or modifications shall be in writing.

55. In the event Plaintiffs approve or modify a portion of a notice or other document the Settling Defendants are required to submit under this Consent Judgment, if any, the approved

or modified portion shall be enforceable under this Consent Judgment.

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

XX. ENTRY OF THIS CONSENT DECREE

57. The Settling Defendants consent to the entry of this Consent Judgment without further notice.

58. Upon conclusion of the 60-day public comment period specified in Paragraph 38 above, the Plaintiffs shall promptly submit this Consent Judgment to the Court for entry.

59. 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.

XXI. SIGNATORIES/SERVICE

60. Each undersigned representative of a Party to this Consent Judgment 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.

61. 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.

62. The Settling Defendants 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 his behalf with respect to all matters arising under or relating to this Consent Judgment. The Settling Defendants agree 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 _____, 2023.

J.S.C.

Dated:

NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____

ANN H. WOLF
Bureau Chief,
Bureau of Enforcement and Investigation

Dated:

NEW JERSEY SPILL COMPENSATION
FUND

By: _____

DAVID E. HAYMES
Administrator,
New Jersey Spill Compensation Fund

Acting Assistant Commissioner,
Contaminated Site Remediation and

Dated:

NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____

ELIZABETH DRAGON
Assistant Commissioner,
Community Investment and Economic
Revitalization

Dated:

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY

By: _____

THOMAS LIHAN
Deputy Attorney General

Dated:

OHIO CASUALTY INSURANCE
COMPANY and WEST AMERICAN
INSURANCE COMPANY

By: _____

Resolute Management Inc.

Person Authorized to Accept Service on Behalf of
Ohio Casualty and the Shoplock Entities:

Name: John C. Sullivan, Esq.

Title: Attorney for Ohio Casualty

Address: Post & Schell, P.C.
Four Penn Center
1600 John F. Kennedy Boulevard
13th Floor
Philadelphia, PA 19103

Tel. No.: 215-587-1000