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SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - BURLINGTON COUNTY  
DOCKET NO. **L 000895-02**

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FOR COURT  
COUNTY

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NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, and ACTING ADMINISTRATOR, NEW JERSEY SPILL COMPENSATION FUND,

Civil Action  
COMPLAINT

Plaintiffs,

v.

ALMO ANTI-POLLUTION SERVICES CORPORATION; ALMO TANK CLEANING & MAINTENANCE CORPORATION; ATLANTIC METALS CORPORATION; BURLINGTON ENVIRONMENTAL MANAGEMENT SERVICES, INC.; BORDEN, INC.; BROWNING-FERRIS INDUSTRIES OF ELIZABETH, NEW JERSEY, INC.; CONWED CORPORATION; DALLAS EQUIPMENT RENTALS, INC.; DAVID EHRLICH, Individually; DEL VAL INK & COLOR, INC.; EAST COAST POLLUTION CONTROL, INC.; ERIC TOWN ENTERPRISES, INC.; ESTATE OF ANTHONY AMADEI; FREEHOLD CARTAGE, INC.; GENERAL MOTORS CORPORATION; JOHNSON & TOWERS, INC.; MANOR CARE, INC.; MARS, INC.; MODERN WAY REFUSE CONTAINER SERVICES, INC.; NESTLE BEVERAGE COMPANY; OWENS-CORNING FIBERGLAS CORPORATION; T & L CONTAINER SERVICES, INC.; and WMX TECHNOLOGIES, INC.,

Defendants.

Plaintiffs New Jersey Department of Environmental Protection ("DEP"), and the Acting Administrator, New Jersey Spill Compensation Fund ("Administrator"), having their principal offices

at 401 East State Street in the City of Trenton, County of Mercer, State of New Jersey, by way of Complaint against the above named defendants, say:

STATEMENT OF THE CASE

1. Plaintiffs DEP and Administrator bring this civil action pursuant to the Spill Compensation and Control Act ("the Spill Act"), N.J.S.A. 58:10-23.11 to -23.14, to recover the cleanup and removal costs they have incurred, and will incur, for the discharge of hazardous substances at the Burlington Environmental Management Services, Inc. Landfill site located in Southampton Township, Burlington County, New Jersey (the "BEMS Landfill site" or the "Site"). Plaintiff DEP further brings this action pursuant to the Sanitary Landfill Facility Closure and Contingency Fund Act ("Sanitary Landfill Act"), N.J.S.A. 13:1E-100 to -116, for reimbursement of the damages it has incurred, and will incur, for the closure of the sanitary landfill facility located at the Site. Plaintiffs DEP and Administrator also seek reimbursement under the Spill Act and the Sanitary Landfill Act for the damages they have incurred, and will incur, for any natural resource of this State that has been, or may be, damaged or destroyed by the contamination at the Site.

THE PARTIES

2. Plaintiff DEP is a principal department within the Executive Branch of the State government vested with the authority

to conserve natural resources, protect the environment, prevent pollution, and protect the public health and safety. N.J.S.A. 13:1D-9.

3. Plaintiff Administrator is the chief executive officer of the New Jersey Spill Compensation Fund ("Spill Fund"). N.J.S.A. 58:10-23.11j. As chief executive officer of the Spill Fund, plaintiff Administrator is authorized to approve and pay any cleanup and removal costs plaintiff DEP incurs, N.J.S.A. 58:10-23.11f.c. and d., and to certify the amount of any claim to be paid from the Spill Fund, N.J.S.A. 58:10-23.11j.d.

4. Defendant Almo Anti-Pollution Services Corporation ("Almo Anti-Pollution") is a corporation organized under the laws of the State of New Jersey, with a principal place of business located at 2601 Musgrove Road, Silver Springs, Maryland.

5. Defendant Almo Tank Cleaning & Maintenance Corporation ("Almo Tank Cleaning") is a corporation organized under the laws of the State of New Jersey, with a principal place of business located at 2601 Musgrove Road, Silver Springs, Maryland.

6. Defendant Atlantic Metals Corporation ("Atlantic Metals") is a corporation organized under the laws of the State of Pennsylvania, with a principal place of business located at 3100 E. Orthodox Street, Philadelphia, Pennsylvania.

7. Defendant Borden, Inc. ("Borden") is a corporation organized under the laws of the State of New Jersey, with a

principal place of business located at 180 East Broad Street, Columbus, Ohio.

8. Defendant Browning-Ferris Industries of Elizabeth, New Jersey, Inc. ("Browning-Ferris Industries") is a corporation organized under the laws of the State of New Jersey, with a principal place of business located at 714 Division Street, Elizabeth, New Jersey.

9. Defendant Burlington Environmental Services, Inc. ("BEMS") is a dissolved New Jersey Corporation with a last known principal place of business at Big Hill Road and Route 70, Southampton Township, Burlington County, New Jersey.

10. Defendant Conwed Corporation ("Conwed") is a corporation organized under the laws of the State of Delaware, with a principal place of business located at 3333 N. Torrey Pines Court, Suite 210, La Jolla, California.

11. Defendant Dallas Equipment Rentals, Inc. ("Dallas Equipment") is a dissolved New Jersey Corporation with a last known principal place of business at 46 Laubert Road, Conshohocken, Pennsylvania.

12. Defendant Del Val Ink & Color Company ("Del Val Ink") is a corporation organized under the laws of the State of New Jersey, with a principal place of business located at 1301 Taylor Lane, Riverton, New Jersey.

13. Defendant East Coast Pollution Control, Inc. ("East Coast Pollution Control") is a corporation organized under the laws of the State of New Jersey, with a principal place of business located at Cenco Boulevard, P.O. Box 345, Clayton, New Jersey.

14. Defendant David Ehrlich is an individual whose dwelling or usual place of abode is 36 West 9th Street #2DPX, New York, New York. Defendant Ehrlich was defendant BEMS's secretary, and was responsible for, or otherwise involved with, defendant BEMS's day-to-day operations at all times relevant to this action.

15. Defendant Eric Town Enterprises, Inc. ("Eric Town") is a corporation organized under the laws of the State of New Jersey, with a principal place of business located at 2008 Route 38, P.O. Box 627, Mount Holly, New Jersey.

16. Defendant Estate of Anthony Amadei. Anthony Amadei was defendant BEMS's president, and was responsible for, or otherwise involved with, defendant BEMS's day-to-day operations at all times relevant to this action.

17. Defendant Freehold Cartage, Inc. ("Freehold Cartage") is a corporation organized under the laws of the State of New Jersey, with a principal place of business located at 825 Highway 33, P.O. Box 5010, Freehold, New Jersey.

18. Defendant General Motors Corporation ("General Motors") is a corporation organized under the laws of the State of Delaware,

with a principal place of business located at 300 Renaissance Center, Detroit, Michigan.

19. Defendant Johnson & Towers, Inc. ("Johnson & Towers") is a corporation organized under the laws of the State of Pennsylvania, with a principal place of business located at Route 38 & Briggs Road, Mt. Laurel, New Jersey.

20. Defendant Manor Care, Inc. ("Manor Care") is a corporation organized under the laws of the State of Delaware, with a principal place of business located at 2501 Musgrove Road, Silver Springs, Maryland.

21. Defendant Mars, Inc. ("Mars") is a corporation organized under the laws of the State of Delaware, with a principal place of business located at 6885 Elm Street, McLean, Virginia.

22. Defendant Modern Way Refuse Container Service, Inc. ("Modern Way") is a corporation organized under the laws of the State of New Jersey, with a principal place of business located at 482 White Horse Pike, Atco, New Jersey.

23. Defendant Nestle Beverage Company ("Nestle Beverage") is a corporation organized under the laws of the State of Delaware, with a principal place of business located at 345 Spear Drive, San Francisco, California.

24. Defendant Owens-Corning Fiberglas Corporation ("Owens-Corning") is a corporation organized under the laws of the State of

Delaware, with a principal place of business located at One Owens Corning Parkway, Toledo, Ohio.

25. Defendant T&L Container Services, Inc. ("T&L Container") is a corporation organized under the laws of the State of Pennsylvania, with a principal place of business located at 300 W. Washington Street, Norristown, Pennsylvania.

26. Defendant WMX Technologies, Inc. ("WMX Technologies") is a corporation organized under the laws of the State of Delaware, with a principal place of business located at 3003 Butterfield Road, Oak Brook, Illinois.

27. Each defendant is a "person" within the meaning of N.J.S.A. 58:10-23.11b.

#### GENERAL ALLEGATIONS

28. The Site comprises approximately 108 acres of real property located between Big Hill Road and Route 70, Southampton Township, Burlington County, New Jersey, this property being also known and designated as Block 2702, Lots 3,4,5,7 and 8, on the Tax Map of Southampton Township, and all other areas where any hazardous substance discharged there has become located.

29. From 1970, through 1982, materials that were, or contained, "hazardous substances," as defined in N.J.S.A. 58:10-23.11b., were "discharged" at the Site within the meaning of N.J.S.A. 58:10-23.11b. and N.J.S.A. 58:10-23.11f.a.(1)/N.J.S.A. 58:10-23.11f.b.(3).



30. Beginning in January, 1978, plaintiff DEP began inspecting the site and observed dumping activities that involved various violations of the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq. and the rules and regulations promulgated thereunder.

31. From 1987, through 1992, plaintiff DEP performed a remedial investigation of the Site pursuant to N.J.S.A. 58:10-23.11f.a., during which plaintiff DEP investigated the nature and extent of the contamination.

32. Sampling results from the remedial investigation revealed the presence of various hazardous substances exceeding plaintiff DEP's cleanup criteria including, without limitation: acetone; 2-butanone; 4-methyl-2-pentanone; toluene; 1,2-dichloroethene; 1,2-dichloroethane; 1,1 dichloroethane; phenol, benzoic acid; methylene chloride; carbon disulfide; benzene; 4-methylphenol; arsenic; cadmium; manganese; iron and sodium in the groundwater, surface water, soils and sediments at and underlying the Site.

33. As part of the remedial investigation, a focused feasibility study was performed by plaintiff DEP to identify short-term remedial measures that might be implemented before the completion of the remedial investigation.

34. Based upon the focused feasibility study, an Interim Response Action commenced in February 1990 for the Site which primarily provided for: construction of a gas flare station;

improvements to existing drainage swales; and increasing the capacity of the storm water/leachate retention basin.

35. On November 26, 1991, plaintiff DEP issued Phase II of the Remedial Action Selection Report for the BEMS Landfill site pursuant to N.J.S.A. 58:10-23.11.f.a., in which plaintiff DEP describes the proposed remedial action, and how it determined that the proposed remedial action is the most appropriate alternative for the Site.

36. The remedial action DEP has selected in Phase II for the Site primarily provides for: regrading of the landfill to promote storm water run-off and improve the stability of side-slopes; construction of an impermeable, solid waste type landfill cap with an active gas collection system; collection of leachate seepage out of the eastern side of the landfill and off-site disposal; performance of a study and implementing its recommendations to control leachate seepage into storm sewers at the Canterbury Pond; fencing and posting of the Site; and appropriate maintenance of the remedy to insure its effectiveness.

37. On May 22, 1995, plaintiff DEP issued Phase III of the Remedial Action Selection Report for the BEMS Landfill site pursuant to N.J.S.A. 58:10-23.11.f.a., in which plaintiff DEP describes the proposed remedial action, and how it determined that the proposed remedial action is the most appropriate alternative for the Site.

38. The remedial action DEP has selected in Phase III for the Site primarily provides for: construction of ground water extraction wells on the Site and off-site to capture and control the contaminated plumes; construction of on-site ground water treatment plant and treatment of ground water until contaminant levels reach "steady-state" conditions; construction of a reinjection system for the drainage of the treatment plant effluent back into the ground; monitoring of ground water and surface water to ensure the effectiveness of the remedy in treating the contaminated plume and controlling the migration of the plumes; establishing a "Classification Exception Area" to define the existing and projected extent of ground water contamination exceeding Class I-PL Ground Water Quality Standards; Installation of new potable wells; and appropriate operations and maintenance of the remedy to insure its effectiveness.

39. Between November 20, 1989 and January 20, 1999, plaintiff DEP issued a series of directives ("the Directives") to the defendants, and others pursuant to N.J.S.A. 58:10-23.11f.a., directing the defendants to fund the Remedial Investigation and Feasibility Study, and the remedial action.

40. The defendants failed to comply with the Directives, thus requiring plaintiff DEP to perform the remedial action selected for the Site using public funds.

FIRST COUNT

41. Plaintiffs DEP and Administrator repeat each allegation of paragraph nos. 1 through 40 above as though fully set forth in its entirety herein.

42. Plaintiff DEP has incurred, and will continue to incur, costs concerning the Site.

43. Plaintiff Administrator has approved, and will continue to approve, appropriations from the Spill Fund to remediate the Site.

44. Plaintiffs DEP and Administrator have also incurred, and will continue to incur, damages, including reasonable assessment costs, for any natural resource of this State that has been, or may be, damaged or destroyed by the contamination at the Site.

45. The costs and damages plaintiffs DEP and Administrator have incurred, and will incur, including any claims paid from the Spill Fund, for the BEMS Landfill site are "cleanup and removal costs" within the meaning of N.J.S.A. 58:10-23.11b.

46. From March 1976 through 1982, the defendant BEMS owned the real property comprising the Site, during which time materials that were, or contained, hazardous substances were discharged there within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

47. From March, 1976 through 1982, defendant BEMS operated a sanitary landfill facility at the Site, the operation of which involved the handling of materials that were, or contained,

hazardous substances, certain of which the defendant discharged within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

48. Between 1981 and 1982, the defendant Atlantic Metals generated materials that were, or contained, hazardous substances, certain of which were discharged at the Site within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

49. Between 1976 and 1979, the defendant Borden generated materials that were, or contained, hazardous substances, certain of which were discharged at the Site within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

50. Throughout 1981, the defendant Conwed generated materials that were, or contained, hazardous substances, certain of which were discharged at the Site within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

51. Between 1979 and 1981, the defendant Del Val Ink generated materials that were, or contained, hazardous substances, certain of which were discharged at the Site within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

52. Between 1978 and 1980, the defendant General Motors generated materials that were, or contained, hazardous substances, certain of which were discharged at the Site within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

53. Throughout 1979, the defendant Johnson & Towers generated materials that were, or contained, hazardous substances, certain of

which were discharged at the Site within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

54. Between 1978 and 1980, the defendant Mars, through its subsidiary M & M/Mars, generated materials that were, or contained, hazardous substances, certain of which were discharged at the Site within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

55. Between 1977 and 1982, the defendant Nestle Beverage generated materials that were, or contained, hazardous substances, certain of which were discharged at the Site within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

56. Between 1977 and 1982, the defendant Owens-Corning generated materials that were, or contained, hazardous substances, certain of which were discharged at the Site within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

57. Throughout 1979, the defendant Almo Anti-Pollution transported materials to the Site that were, or contained, hazardous substances, certain of which were discharged there within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

58. Throughout 1979, the defendant Almo Tank Cleaning transported materials to the Site that were, or contained, hazardous substances, certain of which were discharged there within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

59. Between 1978 and 1980, the defendant Browning-Ferris transported materials to the Site that were, or contained,

hazardous substances, certain of which were discharged there within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

60. In 1981, the defendant Dallas Equipment transported materials to the Site that were, or contained, hazardous substances, certain of which were discharged there within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

61. Between 1978 and 1979, the defendant East Coast Pollution transported materials to the Site that were, or contained, hazardous substances, certain of which were discharged there within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

62. Between 1976 and 1979, the defendant Eric Town, through its predecessor A & L Septic Service and A & L Cesspool Service, transported materials to the Site that were, or contained, hazardous substances, certain of which were discharged there within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

63. Between 1978 and 1979, the defendant Freehold Cartage transported materials to the Site that were, or contained, hazardous substances, certain of which were discharged there within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

64. Throughout 1979, the defendant Manor Care, through its predecessors Almo Anti-Pollution and Almo Tank Cleaning, transported materials to the Site that were, or contained, hazardous substances, certain of which were discharged there within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

65. Between 1977 and 1982, the defendant Modern Way transported materials to the Site that were, or contained, hazardous substances, certain of which were discharged there within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

66. Between 1981 and 1982, the defendant T & L Container transported materials to the Site that were, or contained, hazardous substances, certain of which were discharged there within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

67. Between 1978 and 1980, the defendant WMX Technologies, through its predecessors R&R Sanitation Services, Inc. and Carl Gulick, Inc., transported materials to the Site that were, or contained, hazardous substances, certain of which were discharged there within the meaning of N.J.S.A. 58:10-23.11f.a.(1).

68. As persons responsible for materials that were, or contained, hazardous substances, certain of which were discharged at the Site, the defendants are liable, jointly and severally, without regard to fault, for all costs plaintiff DEP and Administrator have incurred, and will incur, to remediate the Site. N.J.S.A. 58:10-23.11.g.c.(1).

69. By failing to comply with the Directives, the defendants are also persons who are liable in an amount equal to three times the cleanup and removal costs plaintiffs DEP and Administrator have incurred, and will incur, for the BEMS Landfill site. N.J.S.A. 58:10-23.11f.a(1).



70. As persons responsible for materials that were, or contained, hazardous substances, certain of which were discharged at the Site, the defendants are liable, jointly and severally, without regard to fault, for all damages, including reasonable assessment costs, plaintiffs DEP and Administrator have incurred, and will incur, to restore or replace any natural resource of this State damaged or destroyed by the contamination at the Site. N.J.S.A. 58:10-23.11.g.c.(1).

71. Pursuant to N.J.S.A. 58:10-23.11u.a.(1)(a) and N.J.S.A. 58:10-23.11u.b., plaintiff DEP may bring an action in the Superior Court for its unreimbursed investigation, cleanup and removal costs, including the reasonable costs of preparing and successfully litigating the action, N.J.S.A. 58:10-23.11u.b.(2); and for any other unreimbursed costs plaintiff DEP incurs under the Spill Act, N.J.S.A. 58:10-23.11u.b.(5).

72. Pursuant to N.J.S.A. 58:10-23.11q., plaintiff Administrator is authorized to bring an action in the Superior Court for any unreimbursed costs or damages paid from the Spill Fund.

PRAYER FOR RELIEF

WHEREFORE, plaintiffs New Jersey Department of Environmental Protection, and the Acting Administrator, New Jersey Spill Compensation Fund, pray that this Court:

a. Order the defendants to reimburse plaintiffs DEP and Administrator, jointly and severally, without regard to fault, for all cleanup and removal costs the plaintiffs have incurred for the BEMS Landfill site, with applicable interest;

b. Enter declaratory judgment against the defendants, jointly and severally, without regard to fault, for any cleanup and removal costs plaintiffs DEP and Administrator may incur for the BEMS Landfill site;

c. Order the defendants to reimburse plaintiffs DEP and Administrator, jointly and severally, without regard to fault, in an amount equal to three times the cleanup and removal costs plaintiffs DEP and Administrator have incurred for the BEMS Landfill site;

d. Enter declaratory judgment against the defendants, jointly and severally, without regard to fault, in an amount equal to three times any cleanup and removal costs plaintiffs DEP and Administrator may incur for the BEMS Landfill site;

e. Order the defendants to reimburse plaintiffs DEP and Administrator, jointly and severally, without regard to fault, for all damages, including reasonable assessment costs, plaintiffs DEP and Administrator have incurred for any natural resource of this State damaged or destroyed by the contamination at the Site, with applicable interest;

f. Enter declaratory judgment against the defendants, jointly and severally, without regard to fault, for all damages, including reasonable assessment costs, plaintiffs DEP and Administrator may incur for any natural resource of this State damaged or destroyed by the contamination at the Site;

g. Award plaintiffs DEP and Administrator their costs and fees in this action; and

h. Award plaintiffs DEP and Administrator such other relief as this Court deems appropriate.

#### SECOND COUNT

73. The plaintiffs repeat each allegation of paragraph nos. 1 through 72 above as though fully set forth in its entirety herein.

74. From 1970, through 1982, materials that were, or contained, "solid waste" within the meaning of N.J.S.A. 13:1E-3a., were "disposed of" at the BEMS Landfill site within the meaning of N.J.S.A. 13:1E-3c.

75. Certain of the solid wastes disposed of at the Site were deposited on, or in, the land as fill for the purpose of permanent disposal or storage for a period exceeding six months, thereby creating a "sanitary landfill facility" at the Site within the meaning of N.J.S.A. 13:1E-3q.

76. Defendants BEMS, David Ehrlich, and Estate of Anthony Amadei are persons or are the successors to, a person who "owned"

and "operated" the sanitary landfill facility located at the Site within the meaning of N.J.S.A. 13:1E-102b.

77. On March 22, 1980, plaintiff DEP issued an administrative order to the defendant BEMS, directing defendant BEMS to "close" the sanitary landfill facility, within the meaning of N.J.S.A. 13:1E-102a.

78. Defendant BEMS failed to comply with the administrative order, thus requiring plaintiff DEP to close the sanitary landfill facility using public funds.

79. Plaintiff DEP has also certified, and will continue to certify, for payment, valid claims made against the Sanitary Landfill Facility Contingency Fund concerning the sanitary landfill facility at the BEMS Landfill site.

80. Plaintiff DEP has, where possible, restored and replaced, or overseen the restoration or replacement of, any natural resource of this State that has been damaged or destroyed by the operation or closure of the sanitary landfill facility at the BEMS Landfill site.

81. Plaintiff DEP will, where possible, continue to restore and replace, or oversee the restoration or replacement of, any natural resource of this State that has been, or may be, damaged or destroyed by the operation or closure of the sanitary landfill facility at the BEMS Landfill site.

82. Pursuant to N.J.S.A. 13:1E-103, defendants BEMS, David Ehrlich, and Estate of Anthony Amadei are liable, jointly and severally, for the proper operation and closure of the sanitary landfill facility, as required by law, and for any damages, either direct or indirect, proximately resulting from the operation or closure of the sanitary landfill facility at the Site, including claims paid from the Sanitary Landfill Facility Contingency Fund.

83. Pursuant to N.J.S.A. 13:1E-9b. and d., plaintiff DEP may bring an action in the Superior Court for the costs of any investigation, inspection or monitoring survey, and the reasonable costs of preparing and litigating the case, N.J.S.A. 13:1E-9d.(2); the costs to remove, correct or terminate any adverse effects upon water and air quality, N.J.S.A. 13:1E-9d.(3); and compensatory damages for any damaged or destroyed natural resource, and for any other actual damages. N.J.S.A. 13:1E-9d.(4).

WHEREFORE, plaintiff New Jersey Department of Environmental Protection prays that this Court:

a. Order the defendants BEMS, David Ehrlich, and Estate of Anthony Amadei to reimburse plaintiff DEP, jointly and severally, for all direct and indirect damages plaintiff DEP has incurred for the closure of the sanitary landfill facility at the BEMS Landfill site, with applicable interest;

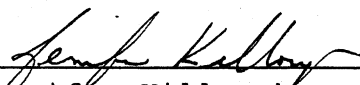
b. Enter declaratory judgment against the defendants BEMS, David Ehrlich, and Estate of Anthony Amadei, jointly and

severally, for any direct and indirect damages plaintiff DEP may incur for closure of the sanitary landfill facility at the BEMS Landfill site;

c. Award plaintiff DEP its costs and fees in this action; and

d. Award plaintiff DEP such other relief as the Court deems appropriate.

DAVID SAMSON  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By:   
Jennifer Killough  
- Deputy Attorney General

Dated: 3/13/02

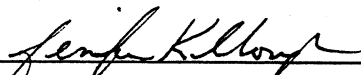
DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, the Court is advised that Jennifer Killough, Deputy Attorney General, is hereby designated as trial counsel for plaintiffs in this action.

CERTIFICATION REGARDING OTHER PROCEEDINGS AND PARTIES

Undersigned counsel hereby certifies, in accordance with R. 4:5-1(b)(2), that the matters in controversy in this action are not the subject of any other pending or contemplated action in any court or arbitration proceeding known to plaintiffs at this time, nor is any non-party known to plaintiffs at this time who should be joined in this action pursuant to R. 4:28, or who is subject to joinder pursuant to R. 4:29-1. If, however, any such non-party later becomes known to plaintiffs, an amended certification shall be filed and served on all other parties and with this Court in accordance with R. 4:5-1(b)(2).

DAVID SAMSON  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By:   
Jennifer Killough  
Deputy Attorney General

Dated: 3/13/02