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SUPERIOR COURT BERGEN COUNTY  
**FILED**

**APR 22 2002**

  
DEPUTY CLERK

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - BERGEN COUNTY  
DOCKET NO.

*Ber L-3382-02*

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

v. :

TECT, INC., ALACER, INC., :  
JAMES WARREN PATRICK, a/k/a :  
J.W. PATRICK, a/k/a/ :  
JAY PATRICK, INDIVIDUALLY :  
and AS PRINCIPAL OFFICER OF :  
TECT, INC. and ALACER, INC., :  
Defendants. :

Civil Action

SPECIAL ENVIRONMENTAL CASE

COMPLAINT

Plaintiffs New Jersey Department of Environmental Protection ("NJDEP" or the "Department"), 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. This is a civil action brought pursuant to the Spill Compensation and Control Act (the "Spill Act"), N.J.S.A. 58:10-23.11 to -23.14. Plaintiffs NJDEP and the Administrator seek to recover from the defendants, joint and severally, the cleanup and removal costs expended, and to be expended, in connection with the discharge of hazardous substances at the site located at 254 Livingston Street, Northvale, New Jersey (the "TECT Site" or the "Site"). Plaintiffs NJDEP and the Administrator also seek to recover from the defendants, joint and severally, all damages incurred, and to be incurred, to restore or replace any natural resource of this State that has been, or may be, damaged or destroyed by the discharge of hazardous substances at the Site.

## THE PARTIES

2. Plaintiff NJDEP 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, safety, and welfare. N.J.S.A. 13:1D-9.

3. Plaintiff Administrator is the chief executive officer of the New Jersey Spill Compensation Fund ("Spill Fund" or the "Fund") and was so appointed pursuant to the Spill Act, specifically N.J.S.A. 58:10-23.11j. As chief executive officer of the Spill

Fund, plaintiff Administrator is authorized to approve and pay for any cleanup and removal costs incurred by plaintiff NJDEP, N.J.S.A. 58:10-23.11f.c. and d.; to certify the amount of any claim to be paid from the Spill Fund, N.J.S.A. 58:10-23.11j.d; and to seek satisfaction of all costs and damages paid from the Fund, N.J.S.A. 58:10-23.11q.

4. Defendant TECT, Inc. ("TECT"), was a corporation, now defunct, organized in 1949 under the laws of the State of New Jersey. Its last known principal place of business in the State was located at 254 Livingston Street, in the Borough of Northvale, County of Bergen. From the mid-1960s to sometime in 1972, TECT also operated a branch facility in La Mirada, California (the "California facility").

5. Defendant James Warren Patrick, a/k/a/ J.W. Patrick, a/k/a/ Jay Patrick ("Patrick") is an individual whose dwelling or usual place of abode is 21222 Hillgate Circle, Trabuco Canyon, California 92679.

6. Defendant Alacer, Inc. ("Alacer") is a corporation which was organized under the laws of the State of California in April 1972. Its principal place of business is located at 19631 Pauling, Foothill Ranch, California 92610.

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

## THE SITE

8. The TECT Site comprises approximately 2.25 acres of land, located at 254 Livingston Street, Northvale, Bergen County, and all other areas where any hazardous substances, as defined in N.J.S.A. 58:10-23.11b, have come to be located. This property is also known and designated as Block 303, Lot 5, on the Tax Map of the Borough of Northvale (hereafter, the "Borough").

9. Of the structures erected on the Site, there remains a single two-story cement block building. Commercial and industrial activities were continuously conducted within this building and/or at the Site from 1957 until some time in the early 1990s. These industrial and commercial activities included, among others, the blending and mixing of chemical solvents for sale, the storage of such solvents, the reclamation or recycling of chemical solvents which had been previously used as industrial cleaning agents, as well as parts repair and manufacturing operations.

10. TECT was formed in this State in 1949, to carry out business as a distributor of chlorinated solvents and manufacturer of specialty chemicals.

11. By deed dated September 13, 1957, defendant TECT took title to the Site and therein continuously carried out its business until some time in 1972.

12. By petition filed in the United States District Court for the District of New Jersey on January 27, 1972, James Warren

Patrick, a/k/a/ J.W. Patrick, a/k/a/ Jay Patrick, and TECT, Inc., respectively, filed for creditor protection under the Bankruptcy Act. On information and belief, the Orders of Discharge were entered on June 5, 1972. The Orders closing the estates in bankruptcy for TECT and Patrick were filed on October 28, 1976 and October 22, 1977, respectively.

13. On November 14, 1972, title to the Site passed to the U.S. Administrator of the U.S. Small Business Administration (the "Administrator") by sheriff's sale in satisfaction of a judgment of foreclosure entered against the property on June 12, 1972.

14. By deed dated February 13, 1973, Danzig Holdings, Inc., a then-New Jersey corporation, incorporated in February 1973, took title to the Site from the Administrator for \$250,000. On November 7, 1974 Danzig Holdings, Inc. filed a certificate of Liquidation and Dissolution with the New Jersey Secretary of State.

15. By deed dated May 13, 1974, Danzig Holdings, Inc. transferred title to the Site to Stanley W. Danzig and his wife, Sylvia Danzig. On May 6, 1982, Sylvia Danzig conveyed title to the Site to herself and her adult children, Diana and Kevin Danzig (hereafter, collectively, the "Danzigs") and, thereafter, by a "Correctory Deed" dated April 19, 1983, Sylvia Danzig re-conveyed her interest in the Site to Diana and Kevin Danzig, but retained a life estate in the premises.

16. In July 1987, Sylvia Danzig leased the Site to The Danzig Floor Machine Corporation ("Floor Machine"), formerly known as The Stanley Floor Machine Corporation, a now defunct New Jersey corporation incorporated on March 25, 1959. Floor Machine's purpose for leasing the Site was to carry out its business as a manufacturer, repairer, and refurbisher of floor polishing machines and related items. The Site was continuously occupied by Floor Machine from the mid 1970s until the early 1990s.

17. On October 4, 1989, the Danzigs extended the term of the 1987 lease for two additional two-year terms, one retroactive to 1989, and the other, prospective to 1991. On the same day, the Danzigs assigned the lease proceeds as collateral for a loan from the Midatlantic National Bank/North, a then-national banking corporation.

18. NJDEP first became aware of TECT's operations at the Site some time in May or June 1982, when NJDEP received information that a former TECT employee alleged having witnessed the burial of 100 drums of chemicals at the Site.

19. In or about June 1982 NJDEP began investigating the allegations that drums of hazardous substances had been buried and chemical waste had been improperly stored at the Site some time in the late 1960s or early 1970s.

20. In May 1985, the NJDEP received a complaint from the Northvale Fire Chief regarding the alleged burial of drums

containing trichloroethylene ("TCE") in the area behind the building at the TECT Site.

21. In December 1986, NJDEP conducted a limited soil gas survey, the results of which showed that the levels of contaminated vapors in the soils in the eastern portion of the Site exceeded background levels.

22. In January 1987, NJDEP collected six soil samples at the Site. The sample analysis showed elevated levels of contamination. Specifically, the samples showed concentrations of, among others, TCE, polychlorinated biphenyls ("PCBs"), tetrachloroethylene ("PCE" or "PERC"), 1,1,1-Trichloroethane ("TCA"), and toluene.

23. Some time in March 1988, during a field inspection, the plant manager at Floor Machine pointed out three underground storage tanks on the Site to the NJDEP. In addition, a NJDEP geologist noted that an area on the rear left side of the building was devoid of grass and was covered with gravel material.

24. On July 10, 1989, NJDEP issued a Notice of Violation ("NOV") to Floor Machine, the then-owner of the Site. Pursuant to the NOV, NJDEP directed Floor Machine to conduct a remedial investigation to delineate the extent of the contamination at the Site. Through its attorney, Floor Machine refused to comply with the NOV and thereafter denied NJDEP access to the Site.

25. By judgment entered June 6, 1998, the Borough of Northvale (hereafter, the "Borough") took title to the Site by

foreclosure for non-payment of taxes. In October 1998, the Borough and the NJDEP executed a Memorandum of Agreement (the "MOA") with the intent to determine the environmental conditions present at the Site and, consequently, the type and extent of cleanup required. Pursuant to the MOA, the Borough was to perform a Preliminary Assessment and Site Investigation (the "PA/SI") of the site. In connection therewith, the Borough hired Jacobs Environmental, Inc., an engineering consulting firm, to perform the PA/SI studies.

26. In the course of its investigations, Jacobs Environmental identified several portions of the Site's soil and groundwater that were contaminated by pollution (the "areas of concern").

27. The groundwater, located at the Site 20 feet below grade, was sampled and the results revealed contamination in excess of remediation standards.

28. The soil at the Site was sampled and the results revealed a suspected area of buried drums in the eastern portion of the property. Also found at the premises were four underground storage tanks, general debris, dumpsters containing debris, and containers ranging from one gallon to 55-gallon capacity.

29. In March of 1999, Jacobs Environmental engaged a subcontractor, EnviroPhysics, to perform a subsurface geophysical investigation. EnviroPhysics's investigation disclosed the presence of buried drums and/or small tanks in the eastern portion



of the Site. Subsequent investigations by Jacobs Environmental confirmed the presence of buried drums throughout this area.

30. On four occasions during July 2000, NJDEP collected samples from the groundwater monitoring wells installed at the Site. The sample analysis showed elevated levels of volatile organic compounds. Specifically, among others, these samples showed concentrations of TCA, 1,1,2,2-Tetrachloroethane, 1,1-Dichloroethane, 1,1-Dichloroethene, Methylene Chloride, and Tetrachloroethane.

31. As of October 2000, 750 drums had been excavated from the Site.

32. On November 1, 2000, NJDEP issued a directive to TECT and Patrick ("Directive"), pursuant to N.J.S.A. 58:10-23.11f.a, for the cleanup and removal of the discharges at the Site.

33. By letter from counsel dated November 10, 2000, Patrick refused to comply with the Directive, thus requiring the Borough, with NJDEP oversight, to perform the remedial action selected for the Site using public funds. The remedial action is still on-going.

34. Some time in January 2002, two additional underground storage tanks containing hazardous substances, including a significant concentration of PCBs, were discovered at the Site. Because the newly discovered tanks were found to be leaking, they

posed an immediate threat to human health and the environment and, thus, were removed pursuant to an emergency response action.

35. As of December 15, 2000, plaintiffs have incurred both direct and indirect costs in excess of \$2,010,616.50 in connection with the Site.

#### GENERAL ALLEGATIONS

36. Pursuant to N.J.S.A. 58:10-23.11u.a(1)(a) and N.J.S.A. 58:10-23.11u.b, plaintiff NJDEP may bring an action in the Superior Court for the costs of any investigation, cleanup or removal, including the reasonable costs of preparing and successfully litigating the action, N.J.S.A. 58:10-23.11u.b(2); the costs of restoring or replacing, where practicable, any natural resource damaged or destroyed by a discharge, N.J.S.A. 58:10-23.11u.b(4); and for any other costs plaintiff NJDEP incurs under the Spill Act, N.J.S.A. 58:10-23.11u.b(5).

37. 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. In any such actions, the Administrator need prove only that an unlawful discharge occurred that was the responsibility of the discharger or other responsible party.

38. Pursuant to N.J.S.A. 58:10-23.11f.b(3), a local unit of government, as part of an emergency response action and with the

approval of the NJDEP, may clean up and remove or arrange for the cleanup and removal of any hazardous substances that has been discharged prior to the effective date of the Spill Act.

39. From 1957 through some time in the early 1970s, 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) and in direct violation of N.J.S.A. 58:10-23.11c.

40. From 1957 through some time in the early 1970s, 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.b(3).

41. From 1957 through some time in the early 1970s, materials that were, or contained, "hazardous substances," as defined in N.J.S.A. 58:10-23.11b, were not satisfactorily stored or contained at the site within the meaning of N.J.S.A. 58:10-23.11f.b(2).

42. From 1998, through the present, the Borough has undertaken to remediate the Site pursuant to N.J.S.A. 58:10-23.11f.a and N.J.A.C. 7:26E.

43. During the remedial investigation, the Borough's environmental consultants, with oversight by plaintiff NJDEP, investigated the nature and extent of the contamination, and selected the most appropriate remediation for the Site to protect the public health and safety and the environment.

44. The costs plaintiffs NJDEP and Administrator have incurred, and will incur, for the TECT Site are "cleanup and removal costs" within the meaning of N.J.S.A. 58:10-23.11b.

#### FIRST COUNT

45. Plaintiffs NJDEP and Administrator repeat each and every allegation of paragraphs 1 through 44 above as though fully set forth in its entirety herein.

46. From May 1957 through some time in 1972, defendant TECT was engaged in the business of purchasing, storing, blending, and distributing chemical solvents for sale, including, among others, PCB, PCE, 1,1,1-Trichloroethane, Methylene Chloride, and Trichloroethylene.

47. PCB, PCE, 1,1,1-Trichloroethane, Methylene Chloride, and Trichloroethylene are hazardous substances as defined in N.J.S.A. 58:10-23.11b, and were among the hazardous substances found at the TECT Site.

48. TECT was engaged in the business of transporting chlorinated solvents. In the ordinary course of its business, TECT transported both fresh product to its clients and "used" product from the clients to the TECT Site for the ostensible purpose of recycling through reclamation of usable product and disposal of waste product. The used solvents transported to the TECT Site

either were or contained hazardous substances, as defined in N.J.S.A. 58:10-23.11b.

49. In addition, TECT was engaged in the business of recycling of solvents by accepting client waste-product that had been used as cleaning agents in industrial processes for the ostensible purpose of reclamation and/or disposal. In truth and in fact TECT's disposal system consisted of burying the chemical soup in drums at the TECT Site. These chemicals either were or contained hazardous substances, as defined in N.J.S.A. 58:10-23.11b.

50. As a result of its operations at the Site, and in furtherance of its commercial activities as a distributor, transporter, and recycler of chemical solvents, TECT transported, handled, blended and/or processed materials which, in and of themselves were, hazardous substances, certain of which 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.b(3).

51. As a result of its operations at the Site, and in furtherance of its commercial activities as a distributor, transporter, and recycler of chemical solvents, TECT improperly stored hazardous substances, certain of which 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.b(3).

52. At all times relevant in this action, in the ordinary course of its business, and in furtherance of its commercial activities as a distributor and recycler of chemical solvents, TECT owned and/or leased several storage tanks, drums, and barrels similar to the ones excavated from the Site. These storage tanks, drums, and barrels were used to store or contain hazardous substances, certain of which 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.b(3).

53. From May 1957 through some time in 1972, defendant TECT owned the real property comprising the Site, together with all appurtenances thereon. During this time, materials were discharged at the TECT Site that were, or contained, hazardous substances within the meaning of N.J.S.A. 58:10-23.11b and N.J.S.A. 58:10-23.11f.b(3).

54. During some or all of the period of TECT's operation and/or ownership of the Site, some or all of these hazardous substances, including the waste by-product, were not properly stored, contained, or disposed at the Site, resulting in discharges onto the lands and waters of the State as set forth in N.J.S.A. 58:10-23.11b and N.J.S.A. 58:10-23.11f.a(1) or -23.11f.b(2).

55. Defendant TECT is a "person" who discharged hazardous substances at the Site, within the meaning of N.J.S.A. 58:10-23.11b and N.J.S.A. 58:10-23.11g.c(1).

56. Defendant TECT is a "person in any way responsible" for the discharge of hazardous substances at the Site, within the meaning of N.J.S.A. 58:10-23.11b and N.J.S.A.58:10-23.11g.c(1).

57. Plaintiffs NJDEP and Administrator have incurred, and will continue to incur, costs to remediate the Site. Such costs are "cleanup and removal costs" within the meaning of N.J.S.A. 58:10-23.11b.

58. As a discharger of hazardous substances at the Site, TECT is a person who is strictly liable, jointly and severally, without regard to fault, for all costs plaintiffs NJDEP and Administrator have incurred, and will incur, to remediate the Site. N.J.S.A. 58:10-23.11.g.c(1).

59. As a person responsible for materials that were, or contained, hazardous substances, certain of which were unlawfully discharged and not satisfactorily stored or contained at the Site, TECT is strictly liable, jointly and severally, without regard to fault, for all costs plaintiffs NJDEP and Administrator have incurred, and will incur, to remediate the Site. N.J.S.A. 58:10-23.11.g.c(1).

60. Plaintiffs NJDEP and Administrator have also incurred, and will continue to incur, damages for any natural resource of this State that has been, or may be, damaged or destroyed by the contamination at the Site. These damages include the costs plaintiffs NJDEP and the Spill Fund have incurred, and will incur,

to assess the damage to, or destruction of, any natural resource, and the costs that plaintiffs have incurred, and will incur, to restore or replace, or oversee the restoration or replacement of, the natural resource.

61. As a discharger of hazardous substances at the Site, TECT is a person who is strictly liable, jointly and severally, without regard to fault, for all damages that plaintiffs NJDEP 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).

62. By failing to comply with the November 11, 2000 Directive, TECT is also a person who, pursuant to N.J.S.A. 58:10-23.11f.a(1), is liable in an amount equal to three times the cleanup and removal costs that plaintiffs NJDEP and Administrator have incurred, and will incur, for the Site.

#### SECOND COUNT

63. Plaintiffs NJDEP and Administrator repeat each and every allegation of paragraphs 1 through 62 above as though fully set forth in its entirety herein.

64. At all times relevant in this action, Patrick was the president and/or chief executive officer, and principal stockholder of, defendant TECT.



65. Some time in the mid-1960s Patrick expanded TECT's operations outside New Jersey, including turning the former sales office in California into a branch facility, and continued to carry out TECT's business and operational activities simultaneously from the two locations. Patrick directed and controlled the business affairs and operational activities of TECT at the Site and at the California branch.

66. At all times relevant in this action, Patrick was the president and/or chief executive officer, and principal stockholder of defendant Alacer.

67. Some time in the 1970s, Patrick moved office equipment, personnel, and chemical tanks in inventory from the TECT Site to California.

68. At all times relevant to this action, Patrick personally directed, conducted and managed the operations of defendant TECT, and knew or should have known the manner in which those operations or business affairs, including matters involving the storage, containment, and disposal of hazardous substances, were carried out.

69. In an interview published in the Record of Hackensack, on Thursday, June 22, 2000, Patrick admitted to having buried the drums of contaminated chemicals.

70. Defendant Patrick is a "person" who discharged hazardous substances at the Site, within the meaning of N.J.S.A. 58:10-23.11b and N.J.S.A. 58:10-23.11g.c(1).

71. Patrick is a person responsible for 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) and/or N.J.S.A. 58:10-23.11f.b(3), and which were not satisfactorily stored or contained at the Site,

72. As a discharger and/or a person in any way responsible for the discharge, Patrick is strictly liable, as TECT's and Alacer's responsible officer, respectively, as well as in his individual capacity, jointly and severally with any other defendant, without regard to fault, for all costs plaintiffs NJDEP and Administrator have incurred, and will incur, to remediate the Site. N.J.S.A. 58:10-23.11.g.c(1).

73. By failing to comply with the November 11, 2000 Directive, Patrick is also a person who, pursuant to N.J.S.A. 58:10-23.11f.a(1), is liable in an amount equal to three times the cleanup and removal costs plaintiffs NJDEP and Administrator have incurred, and will incur, for the Site.

### THIRD COUNT

74. Plaintiffs NJDEP and Administrator repeat each and every allegation of paragraphs 1 through 73 above as though fully set forth in its entirety herein.

75. Defendant Alacer is engaged in the business of manufacturing and distributing vitamins and food supplements.

76. Defendant Patrick was, and on information and belief, still is, the president and/or chief executive officer, and principal stockholder of defendant Alacer.

77. At all times relevant in this action, Patrick personally conducted, managed, or directed the operations of defendant Alacer, including the transfer in the 1970s of assets and personnel from defendant TECT to defendant Alacer where they were found and retrieved by the Bankruptcy Trustee. These assets were used by Alacer in furtherance of its vitamin business.

78. Pursuant to Patrick's testimony in the Bankruptcy proceedings to recover TECT's assets improperly transferred to Alacer, some time in the early 1970s, Patrick used Alacer's California bank account to make the payroll at the TECT Site. Therefore, during that time period, Alacer was de facto operating the TECT Site.

79. In the ordinary course of its business some time in early 1970s, defendant Alacer sold chlorinated solvents to, and accepted shipments of chemical products from, TECT's customers. Therefore,

during that time period, Alacer was de facto operating the TECT's chlorinated solvent business, including the operations at the TECT Site.

80. Some time in the early 1970s, Alacer generated, handled, and or transported 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) and/or N.J.S.A. 58:10-23.11f.b(3).

81. Defendant Alacer is a "person" who discharged hazardous substances at the Site, within the meaning of N.J.S.A. 58:10-23.11b and N.J.S.A. 58:10-23.11g.c(1).

82. Defendant Alacer is a "person in any way responsible" for the discharge of hazardous substances at the Site, within the meaning of N.J.S.A. 58:10-23.11b and N.J.S.A. 58:10-23.11g.c(1).

83. Plaintiffs NJDEP and Administrator have incurred, and will continue to incur, costs to remediate the Site. Such costs are "cleanup and removal costs" within the meaning of N.J.S.A. 58:10-23.11b.

84. As an operator of the TECT Site, Alacer is a person who is strictly liable, jointly and severally, without regard to fault, for all costs plaintiffs NJDEP and Administrator have incurred, and will incur, to remediate the Site. N.J.S.A. 58:10-23.11.g.c(1).

85. As a discharger of hazardous substances at the Site, Alacer is a person who is strictly liable, jointly and severally,

without regard to fault, for all damages plaintiffs NJDEP 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).

86. As a person responsible for materials that were, or contained, hazardous substances, certain of which were discharged at the Site, Alacer is strictly liable, jointly and severally, without regard to fault, for all costs plaintiffs NJDEP and Administrator have incurred, and will incur, to remediate the Site. N.J.S.A. 58:10-23.11.g.c(1).

87. As a person responsible for materials that were, or contained, hazardous substances, certain of which were discharged at the Site, the defendants is strictly liable, jointly and severally, without regard to fault, for all damages plaintiffs NJDEP 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).

#### PRAYER FOR RELIEF

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

a. Order the defendants to reimburse plaintiffs NJDEP and Administrator, jointly and severally, without regard to fault, for

all cleanup and removal costs the plaintiffs have incurred for the site, plus applicable interest;

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

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

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

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

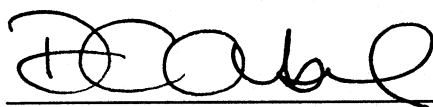
f. Enter declaratory judgment against the defendants, jointly and severally, without regard to fault, for all damages plaintiffs NJDEP and Administrator may incur for any natural

resource of this State damaged or destroyed by the contamination at the Site;

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

e. Award plaintiffs NJDEP and Administrator such other relief as this Court deems appropriate.

DAVID SAMSON  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By:   
Daisy C. Abel  
Deputy Attorney General

Dated: April 22, 2002

DESIGNATION OF TRIAL COUNSEL


Pursuant to R. 4:25-4, the Court is advised that Daisy C. Abel, 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:   
\_\_\_\_\_  
Daisy C. Abel  
Deputy Attorney General

Dated: April 22, 2002

COMPL