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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - ESSEX COUNTY
DOCKET NO. ESX-L-

THE NEW JERSEY DEPARTMENT OF :
ENVIRONMENTAL PROTECTION, and :
THE COMMISSIONER OF THE NEW :
JERSEY DEPARTMENT OF :
ENVIRONMENTAL PROTECTION, :

Plaintiffs, :

v. :

JOSEPH E. WRIGHT; :
E & J INVESTORS INC.; :
E & J INVESTORS LLC; and :
"JOHN DOES" 1 through 10 :
(Names Fictitious), :

Defendants. :

Civil Action

COMPLAINT

Plaintiffs New Jersey Department of Environmental
Protection ("DEP") and the Commissioner of the DEP
("Commissioner") (collectively, "Plaintiffs"), having their
principal offices at 401 East State Street in the City of Trenton,
County of Mercer, State of New Jersey, by and through their

attorney, bring this Complaint against the above-named defendants ("Defendants"), saying:

STATEMENT OF THE CASE

1. Plaintiffs bring this civil action pursuant to the New Jersey 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-1 to -35, and the common law for reimbursement of costs and damages they have incurred and will incur as a result of the discharge and/or unsatisfactory storage or containment of hazardous substances at 272 Hillside Avenue, Newark City, Essex County, New Jersey, also known as Block 2724, Lot 6, on the Tax Map of Newark City ("Property"), as well all other areas where any hazardous substances discharged there have come to be located (the "Site"). The DEP has assigned SRP PI # 003671 to this Site. Plaintiffs seek an order compelling Defendants to pay the cleanup and removal costs incurred by Plaintiffs at the Site, including any cleanup and removal costs that may be incurred in the future, to perform all remaining remediation at the Site made necessary by the discharge of hazardous substances at the Property, to post a remediation trust fund in the amount defined by the Department for the full cost of the remediation, and to pay a civil penalty for their failure to remediate, among other things.

THE PARTIES

2. DEP is a principal department within the Executive Branch of the State government vested with the authority to conserve and protect natural resources, protect the environment, prevent pollution, and protect the public health and safety. N.J.S.A. 13:1D-9.
3. The Commissioner is the Commissioner of the DEP, N.J.S.A. 58:10A-3; she is vested by law with various powers and authority, including those conferred by the DEP's enabling legislation, N.J.S.A. 13:1D-1 through -19.
4. Defendant Joseph Wright is an individual with a principal residence located at 70 Ethan Allen Drive, Palm Coast, Florida 32164-2904.
5. Defendant E & J Investors Inc. is a corporation formally organized under the laws of the State of New Jersey, with a principal address at 88 Kossuth Street, Newark, New Jersey 07105; the registered agent for E & J Investors Inc., Eduardo H. Cunha, is located at 88 Kossuth Street, Newark, New Jersey 07105.
6. Defendant E & J Investors LLC is a limited liability company organized and existing under the laws of the State of New Jersey, with a principal business address at 88 Kossuth Street, Newark, New Jersey 07105; the registered agent for E

& J Investors, Eduardo H. Cunha, is located at 88 Kossuth Street, Newark, New Jersey 07105.

7. Defendant "John Does" 1 through 10 ("John Doe Corporate Officers"), these names being fictitious, are individuals who were corporate officers, members, and/or agents of Defendants E & J Investors Inc., and/or E & J Investors LLC members (collectively "Corporate Defendants") and who exercised sufficient authority and control over Corporate Defendants to prevent or correct the occurrence of the discharges and violations alleged in this Complaint, but failed to do so.

SITE OWNERSHIP AND OPERATIONAL HISTORY

8. The Property is located in the southwestern section of Newark. The Property is a rectangular piece of land located immediately adjacent to Route 78, and is moderately sloped to the southeast. The surrounding area is mostly commercial with some nearby residences.
9. The Property has historically been operated as an automobile repair business and a Gulf gasoline service station.
10. The Property was owned by Joseph Wright from August 25, 1988 until March 15, 2006.

11. During Defendant Joseph Wright's ownership of the Property, he operated T & J Gulf Gas station and an auto repair shop on the Property.
12. As of February 1999, the Property was the location of three 4,000 gallon, and three 1,000 gallon, gasoline underground storage tanks (USTs) that were all owned by Defendant Joseph Wright. The USTs at the Property were located on the western side of the dispenser islands.
13. In February 1999, Defendant Joseph Wright had three 4,000 gallon and three 1,000 gallon gasoline underground storage tanks removed from the Property and two new 6,000 gallon gasoline underground storage tanks installed at the Property.
14. On March 15, 2006, E & J Investors Inc. acquired the Property from Joseph Wright.
15. E & J Investors Inc. owned the Property until August 29, 2006, when E & J Investors Inc. conveyed the Property to E & J Investors LLC.
16. E & J Investors LLC is the current owner of the Property.
17. The Property presently consists of a one-story building, which contains office space and a two-bay garage, and is presently being operated as an automobile repair garage.

GENERAL ALLEGATIONS

18. In or around February 1999, Defendant Joseph Wright contracted to have the three 4,000 gallon and three 1,000 gallon gasoline USTs removed from the Property.
19. On February 16, 1999, during the removal of the USTs, DFH Environmental Services, Defendant Joseph Wright's contractor, noted contaminated soil over the tops of and underneath the tanks.
20. DFH Environmental Services reported that hazardous substance discharge to DEP's hotline, and the matter was assigned Case Number 99-02-16-1354-49.
21. During the UST removal, approximately 816 tons of contaminated soil was removed and two 6,000 gallon gasoline tanks were later installed on June 1, 1999.
22. Between February 22 and 23, 1999 Defendant Joseph Wright collected post excavation soil samples, which results indicated that levels of tetrachloroethene (PCE), a chlorinated solvent used to degrease metal parts, exceeded the then-current default impact to ground water soil screening level. The highest concentration of PCE detected was 0.75 milligrams per kilogram ("mg/kg," or parts per million, "ppm"), which exceeded the then-current impact to ground water soil screening level of 0.005 ppm.

23. In May 2002, the New Jersey Department of Transportation ("NJDOT") informed the Department that it was condemning approximately 90% of the Property for the construction of a new traffic ramp from U.S. Interstate Route 78 ("Route 78 Project").
24. On November 4, 2004, Defendant Joseph Wright installed three monitoring wells on the Property. On December 7, 2004, the groundwater samples in the three wells revealed gasoline-related chemical compounds benzene, ethyl benzene, methyl tert-butyl ether (MTBE), tertiary butyl alcohol (TBA), toluene, xylene, and PCE above the Department's Class II-A Ground Water Quality Standards.
25. By letter dated May 30, 2006, the Department required Defendant Joseph Wright to delineate the ground water contamination by installing down gradient monitoring wells, and sample the existing monitoring wells quarterly. Defendant Joseph Wright did not reply to the Department's letter and did not delineate ground water contamination.
26. On April 10, 2007, NJDOT removed the two 6,000 gallon gasoline tanks and noted odors in the soil around the tanks. Certain soil samples exceeded the impact to ground water soil cleanup criteria for xylenes and ethylbenzene.
27. On April 30, 2010, the Department issued a Notice of Deficiency ("April 2010 NOD") to Defendant Joseph Wright,

NJDOT, and Defendant E & J Investors, Inc. pursuant to N.J.A.C. 7:14B-8.2(a)1, for failure to perform a remedial investigation in accordance with N.J.A.C. 7:26E-4.

28. The Department, in its April 2010 NOD, informed Defendant Joseph Wright, NJDOT, and Defendant E & J Investors, Inc. that if these deficiencies were not addressed, the Department would consider them to be violations and may assess penalties pursuant to N.J.A.C. 7:26C-10.
29. Between June 19, 2013, and August 26, 2014, the Department placed numerous compliance assistance calls to Defendant Joseph Wright during which the Department informed him that he was out of compliance with the requirements of N.J.A.C. 7:26C-2.3(a) and N.J.A.C. 7:26C-14.2(b) to conduct remediation in accordance with compulsory direct oversight.
30. On February 2, 2015, the Department conducted a follow-up compliance evaluation and noted Defendant Joseph Wright had not corrected these violations.
31. On March 2, 2016, the Department issued to Defendant Joseph Wright an Administrative Order and Notice of Civil Administrative Penalty Assessment ("AONOCAPA") for the failure to pay the annual remediation fees required pursuant to N.J.A.C. 7:26C-4.3, failure to remediate contamination at the site pursuant to N.J.A.C. 7:26C-2.3(a) and N.J.A.C.

7:26C-14.2(b), and assessed a civil administrative penalty for the violation in the amount of \$84,780.

32. In its AONOCAPA, the Department ordered Defendant Joseph Wright to pay required annual remediation fees of \$9,780 and submit the Annual Remediation Fee Reporting Form; conduct the remediation of the property, with Department oversight and approval, in accordance with N.J.A.C. 7:26C-2.3(a)3.i.(2) and the direct oversight requirements of N.J.A.C. 7:26C-14.2(b); and proceed as the Department directs to remediate all discharges at the property in accordance with N.J.A.C. 7:26C and N.J.A.C. 7:26E, including, without limitation in accordance with the mandatory timeframes:

- i. Within 30 days after receipt of the AONOCAPA, provide to the Department the name and license information of a Licensed Site Remediation Professional retained to remediate the discharges at the Site and the scope of remediation, including the number of contaminated areas of concern and impacted media known at the time the form is submitted pursuant to N.J.A.C. 7:26C-4.2;
- ii. Within 90 days after receipt of the AONOCAPA, submit to the Department a proposed public participation plan, with a schedule, pursuant to N.J.S.A. 58:10C-27(c)(7), that contains a strategy for soliciting

public comment concerning the remediation of the discharges at the Site from the members of the surrounding community;

- iii. Within 90 days after receipt of the AONOCAPA, submit an initial remediation cost review prepared and certified by an LSRP, pursuant to N.J.A.C. 7:26C-5.10(a);
- iv. Within 90 days after receipt of the AONOCAPA, establish and maintain a direct oversight remediation trust fund, pursuant to N.J.A.C. 7:26C-5.2(k), in the amount of the LSRP-certified estimated cost of the remediation;
- v. Within 90 days after receipt of the AONOCAPA, pay an annual remediation funding surcharge, pursuant to N.J.A.C. 7:26C-5.9, in the amount of 1.0 percent of the LSRP-certified estimated cost of the remediation;
- vi. Within 90 days after receipt of the AONOCAPA, submit a Case Inventory Document (CID), case status summary and a detailed schedule for the completion of the remediation; and
- vii. Within 90 days after the receipt of the AONOCAPA as a site specific timeframe established pursuant to N.J.A.C. 7:26C-3.4, submit the initial receptor

evaluation report to the Department in accordance with N.J.A.C. 7:26E-1.12.

33. Defendant Joseph Wright failed to respond to the AONOCAPA or request a hearing, and therefore the AONOCAPA became a Final Order on July 1, 2016.
34. Defendant Joseph Wright did not appeal the Final Order.
35. Pursuant to the Final Order, Defendant Joseph Wright is required to pay a civil administrative penalty of \$84,780 but failed to do so, and as a result the AONOCAPA was docketed as a judgment against Joseph E. Wright bearing the docket number DJ-195649-18.
36. Pursuant to the Final Order, Defendant Joseph Wright is required to remediate the discharges of hazardous substances. N.J.S.A. 58:10B-1.3(a).
37. As dischargers of hazardous substances or persons in any way responsible for the hazardous substances discharged at the Property under the Spill Act, Defendants Joseph Wright, E & J Investors Inc., and E & J Investors LLC, are required to remediate the discharges of hazardous substances. N.J.S.A. 58:10B-1.3(a).
38. As the former owner and/or operator of underground storage tanks regulated under the provisions of N.J.S.A. 58:10A-21 to -37 (the "UST Act"), that have discharged hazardous substances at the Property, Defendant Joseph Wright is

- required to remediate the discharges of hazardous substances.
N.J.S.A. 58:10B-1.3(a).
39. Defendants have failed to remediate the hazardous substances discharged at the Property and have failed to meet all remediation timeframes, including the mandatory remediation timeframes set forth in N.J.A.C. 7:26C-3.3, and specifically the statutory May 7, 2014 deadline set forth in N.J.S.A. 58:10C-27a.(3) for completing a remedial investigation. As a result, the Site is subject to direct oversight pursuant to N.J.S.A. 58:10C-27 and N.J.A.C. 7:26C-14.2(b).
40. The officers of E & J Investors Inc. exercised sufficient authority over Defendant E & J Investors Inc. to prevent or correct the failure of Defendant E & J Investors Inc. to remediate the discharges at the Site, but failed to do so; as such, the officers of E & J Investors Inc. are responsible for remediation of the discharges at the Site.
41. The members of E & J Investors LLC exercised sufficient authority over Defendant E & J Investors LLC to prevent or correct the failure of Defendant E & J Investors LLC to remediate the discharges at the Site, but failed to do so; as such, the members of E & J Investors LLC are responsible for remediation of the discharges at the Site.
42. DEP maintains a lien on the Property in the amount of \$28,683.61, which amount constitutes the cleanup and removal

costs that Plaintiffs have incurred at the Site to date; that lien bears the docket number DJ-162576-18.

43. Plaintiffs will likely incur additional cleanup and removal costs at the Site.

COUNT ONE - SPILL ACT

44. Plaintiffs repeat each allegation of Paragraphs Nos. 1 through 43 above as though fully set forth in their entirety herein.

45. Defendants are "persons" within the meaning of N.J.S.A. 58:10-23.11b.

46. Plaintiffs have incurred, and will continue to incur, cleanup and removal costs and damages as a result of the discharge of hazardous substances at the Property.

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

48. Except as otherwise provided in N.J.S.A. 58:10-23.11g12, any person who discharges a hazardous substance, or is in any way responsible for any hazardous substance, shall be liable, jointly and severally, without regard to fault, for all cleanup and removal costs Plaintiffs have incurred and will incur as a result of a hazardous substances discharge. N.J.S.A. 58:10-23.11g.c.

49. During Defendant Joseph Wright's ownership of the Property, "hazardous substances," as defined in N.J.S.A. 58:10-23.11b, were "discharged" there within the meaning of N.J.S.A. 58:10-23.11b, which substances included gasoline, diesel and gasoline-related chemicals.
50. Defendant Joseph Wright, as the owner of the Property at the time hazardous substances were discharged there, is a person in any way responsible and is therefore liable, jointly and severally, without regard to fault, for all cleanup and removal costs incurred by Plaintiffs pursuant to the Spill Act, N.J.S.A. 58:10-23.11g.c.(1), and for the completion of the remediation of those discharges pursuant to the Brownfield and Contaminated Site Remediation Act ("Brownfield Act"), N.J.S.A. 58:10B-1.3(a), in accordance with the Site Remediation Reform Act ("SRRA"), N.J.S.A. 58:10C-1 to -29.
51. Defendant Joseph Wright, as the owner and operator of underground storage tanks located at the Property at the time hazardous substances were discharged therefrom, is a discharger and is therefore liable, jointly and severally, without regard to fault, for all cleanup and removal costs incurred by Plaintiffs pursuant to the Spill Act, N.J.S.A. 58:10-23.11g.c.(1), and for the completion of the remediation of those discharges pursuant to SRRA and the Brownfield Act, N.J.S.A. 58:10B-1.3(a).

52. As a person who knowingly purchased the contaminated Property, and subsequently owned, operated at, and otherwise controlled the Property at the time of or subsequent to discharges of hazard substances, Defendant E & J Investors Inc., and Defendant E & J Investors LLC as the current owner of the Property, and the John Doe Corporate Officers, are persons in any way responsible and are therefore liable, jointly and severally, without regard to fault, for all cleanup and removal costs incurred by Plaintiffs pursuant to the Spill Act, N.J.S.A. 58:10-23.11g.c.(1), and for the completion of the remediation of those discharges pursuant to the Brownfield Act, N.J.S.A. 58:10B-1.3(a).
53. Pursuant to N.J.S.A. 58:10-23.11u.d, Defendants and the John Doe Corporate Officers are subject, upon order of the court, to a civil penalty of up to \$50,000 per day for their failure to remediate the Site. Each day the violation continues is a separate and distinct violation.
54. Pursuant to N.J.A.C. 7:26C-3.3 and N.J.A.C. 7:26C-14.2, the Site is subject to direct oversight for the failure to remediate the Site in compliance with statutory and mandatory remediation timeframes, and the Defendants are required to hire a licensed site remediation professional, establish a remediation trust fund for the cost of the remediation, and obtain a response action outcome, among other things.

55. 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 injunctive relief, N.J.S.A. 58:10-23.11u.b.(1); 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 or damages Plaintiff DEP incurs under the Spill Act, N.J.S.A. 58:10-23.11u.b.(5).

WHEREFORE, Plaintiffs request judgment in their favor:

- a) Ordering Defendants to reimburse Plaintiffs, without regard to fault, for all cleanup and removal costs Plaintiffs have incurred as a result of the discharge of hazardous substances at the Property, with applicable interest;
- b) Entering declaratory judgment against Defendants, without regard to fault, for any cleanup and removal costs and damages Plaintiffs will incur as a result of the discharge of hazardous substances at the Property;
- c) Ordering Defendants to complete the remediation at the Site in accordance with the Brownfield Act, N.J.S.A. 58:10B-1.3(a), SRRRA, and all other applicable statutes and regulations including, but not limited to, the

Administrative Requirements for the Remediation of Contaminated Sites ("ARRCS"), N.J.A.C. 7:26C, and the Technical Requirements for Site Remediation, N.J.A.C. 7:26E;

- d) Ordering Defendants to comply with direct oversight pursuant to N.J.S.A. 58:10C-27 and N.J.A.C. 7:26C-14.2;
- e) Assessing civil penalties as provided by N.J.S.A. 58:10-23.11u against each of the Defendants for their failure to remediate the Site;
- f) Awarding Plaintiffs their costs and fees in this action; and
- g) Awarding Plaintiffs any other relief this Court deems appropriate. Plaintiffs are not seeking, and this Complaint should not be characterized as asserting a claim for, natural resource damages. Plaintiffs reserve the right to bring a claim in the future for natural resource damages arising out of the discharge of hazardous substances at the Property.

COUNT TWO - ENFORCEMENT OF FINAL ORDER AS TO JOSEPH WRIGHT

56. Plaintiffs repeat each allegation of Paragraphs Nos. 1 through 55 above as though fully set forth in their entirety herein.

57. Plaintiff DEP issued an AONOCAPA to Defendant Joseph Wright on March 2, 2016, for the failure to correct the violations cited in the AONOCAPA, and assessed a civil administrative penalty of \$84,780.
58. The AONOCAPA ordered Defendant Joseph Wright to pay required annual remediation fees of \$9,780.00 and submit the annual remediation fee reporting form; conduct the remediation of the Site with Department oversight and approval, in accordance with N.J.A.C. 7:26C-2.3(a)3.i.(2) and the direct oversight requirements of N.J.A.C. 7:26C-14.2(b); proceed as the Department directs to remediate all discharges at the Property in accordance with N.J.A.C. 7:26C and N.J.A.C. 7:26E.
59. Defendant Joseph Wright did not respond to or request a hearing on the AONOCAPA, and therefore the AONOCAPA became a final order on July 1, 2016, 21 days after Defendant Joseph Wright's receipt of the AONOCAPA.
60. Defendant Joseph Wright did not appeal the Final Order, despite receiving notice from DEP.
61. Plaintiff DEP docketed the Final Order as a judgment against Joseph Wright bearing the docket number DJ-195649-18.
62. Defendant Joseph Wright has failed to pay the civil administrative penalty of \$84,780 assessed in the AONOCAPA.

63. Defendant Joseph Wright has failed to comply with the Final Order.

WHEREFORE, Plaintiffs request judgment in their favor:

- a) Finding Defendant Joseph Wright in violation of a Final Order;
- b) Ordering Defendant Joseph Wright to pay the \$84,780 civil administrative penalty due and owing in the Final Order, with applicable interest;
- c) Awarding Plaintiffs their costs and fees in this action; and
- d) Awarding Plaintiffs any other relief this Court deems appropriate.

COUNT THREE - CIVIL PENALTY AS TO JOSEPH WRIGHT

64. Plaintiffs repeat each allegation of Paragraphs Nos. 1 through 63 above as though fully set forth in their entirety herein.

65. To date, Defendant Joseph Wright has not complied with the requirement of the Final Order to remediate all discharges at the Site in compliance with direct oversight pursuant to N.J.S.A. 58:10C-27 and N.J.A.C. 7:26C-14.2.

66. Pursuant to N.J.S.A. 58:10-23.11u.d, Defendant Joseph Wright is subject, upon order of the court, to a civil penalty of up

to \$50,000 per day for Defendant Joseph Wright's violation of the Final Order.

WHEREFORE, Plaintiffs request judgment in their favor:

- a) Finding Defendant Joseph Wright in violation of the Final Order;
- b) Imposing upon Defendant Joseph Wright, pursuant to N.J.S.A. 58:10-23.11u.d., a civil penalty for Defendant Joseph Wright's failure to comply with the Final Order;
- c) Awarding Plaintiffs their costs and fees in this action; and
- d) Awarding Plaintiffs any other relief this Court deems appropriate.

COUNT FOUR - WATER POLLUTION CONTROL ACT

67. Plaintiffs repeat each allegation of Paragraphs Nos. 1 through 66 above as though fully set forth in their entirety herein.

68. Defendant Joseph Wright is a "person" within the meaning of N.J.S.A. 58:10A-3.

69. During Defendant Joseph Wright's ownership of the Property, "hazardous pollutants," as defined in N.J.S.A. 58:10A-3, were "discharged" there within the meaning of N.J.S.A. 58:10A-3,

which substances included gasoline, diesel and gasoline-related chemicals.

70. The unauthorized discharge of pollutants is a violation of the Water Pollution Control Act for which any person who is the discharger is strictly liable, without regard to fault. N.J.S.A. 58:10A-6a.

71. An unauthorized discharge of pollutants is a violation of the Water Pollution Control Act such that Plaintiff Commissioner may assess a penalty against the discharger of not more than \$50,000 per day, N.J.S.A. 58:10A-10e. Each day the violation continues is a separate and distinct violation.

72. Defendant Joseph Wright discharged pollutants at the Property, which discharges were neither permitted pursuant to N.J.S.A. 58:10A-6(a), nor exempt pursuant to N.J.S.A. 58:10A-6(d) or N.J.S.A. 58:10A-6(p), and is liable, without regard to fault, for all costs and damages incurred by the Commissioner for the discharges at the Property of pollutants into the ground waters of the State. N.J.S.A. 58:10A-6.

73. Plaintiff Commissioner has incurred, and will incur, costs and damages as a result of the discharge of pollutants at the Property.

74. The costs and damages Plaintiff Commissioner has incurred, and will incur, for the Site are recoverable within the meaning of N.J.S.A. 58:10A-10(c)(2) to (4).

75. Pursuant to N.J.S.A. 58:10A-10(c), Plaintiff Commissioner may bring an action in the Superior Court for injunctive relief, N.J.S.A. 58:10A-10(c)(1); for the reasonable costs of any investigation, inspection, or monitoring survey which led to establishment of the violation, including the costs of preparing and litigating the case, N.J.S.A. 58:10A-10(c)(2); any reasonable cost incurred by the State in removing, correcting, or terminating the adverse effects upon water quality resulting from any unauthorized discharge of pollutants for which action under this subsection may have been brought, N.J.S.A. 58:10A-10(c)(3); and the actual amount of any economic benefits accruing to the violator from any violation, including savings realized from avoided capital or noncapital costs resulting from the violation, the return earned or that may be earned on the amount of avoided costs, any benefits accruing as a result of a competitive market advantage enjoyed by reason of the violation, or any other benefit resulting from the violation, N.J.S.A. 58:10A-10(c)(5).

WHEREFORE, Plaintiff Commissioner requests judgment in his favor:

- a) Permanently enjoining Defendants by requiring Defendants to remove, correct, or terminate the adverse effects

upon water quality resulting from any unauthorized discharge of pollutants;

- b) Entering an order assessing Defendants, without regard to fault, the reasonable costs Plaintiffs have incurred for any investigation, inspection, or monitoring survey, which led to establishment of the violation, including the costs of preparing and litigating the case;
- c) Entering declaratory judgment against Defendants, without regard to fault, assessing all reasonable costs that Plaintiffs will incur for any investigation, inspection, or monitoring survey;
- d) Entering an order assessing Defendants, without regard to fault, for all reasonable costs Plaintiffs incurred for removing, correcting or terminating the adverse effects upon water quality resulting from any unauthorized discharge of pollutants at the Property;
- e) Entering declaratory judgment against Defendants, without regard to fault, assessing all reasonable costs that Plaintiffs will incur for removing, correcting, or terminating the adverse effects upon water quality resulting from any unauthorized discharge of pollutants at the Property;
- f) Entering an order assessing Defendants, without regard to fault, for the actual amount of any economic benefits

they have accrued, including any savings realized from avoided capital or noncapital costs, the return they have earned on the amount of avoided costs, any benefits Defendants have enjoyed as a result of a competitive market advantage, or any other benefit they have received as a result of having violated the Water Pollution Control Act;

g) Entering declaratory judgment against Defendants, without regard to fault, assessing Defendants for the actual amount of any economic benefits that will accrue to them, including any savings to be realized from avoided capital or noncapital costs, the return to be earned on the amount of avoided costs, any benefits that will accrue as a result of a competitive market advantage Defendants have enjoyed, or any other benefit that will accrue as a result of having violated the Water Pollution Control Act;

h) Awarding Plaintiff Commissioner his costs and fees in this action; and

i) Awarding Plaintiff Commissioner such other relief as this Court deems appropriate.

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

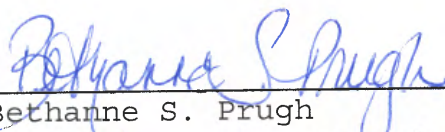
Dated: 12/6/2018

By: Bethanne S. Prugh
Bethanne S. Prugh
Deputy Attorney General

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, the Court is advised that Bethanne S. Prugh, Deputy Attorney General, is hereby designated as trial counsel for Plaintiffs in this action.

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

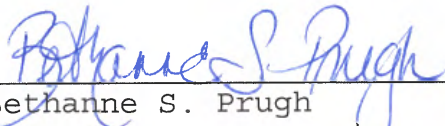
By: 
Bethanne S. Prugh
Deputy Attorney General

Dated: 12/6/2018

CERTIFICATION REGARDING OTHER PROCEEDINGS AND PARTIES

Undersigned counsel certifies that the matters in controversy in this action are currently not the subject of any other pending action in any court or arbitration proceeding known to the Plaintiffs at this time, nor is any non-party known to the 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 matter or 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).

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

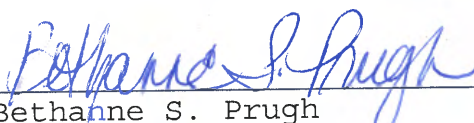
By: 
Bethanne S. Prugh
Deputy Attorney General

Dated: 12/6/2018

CERTIFICATION OF COMPLIANCE WITH RULE 1:38-7(c)

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 
Bethanne S. Prugh
Deputy Attorney General

Dated: 12/6/2018