GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 093
Trenton, New Jersey 08625-0093
Attorney for Plaintiffs

By: Daniel J. Harrison
Deputy Attorney General
Attorney ID No. 151842016
Ph.: (609) 376-2735
Daniel.Harrison@law.njoag.gov

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION; THE COMMISSIONER OF THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION; and THE ADMINISTRATOR OF THE NEW JERSEY SPILL COMPENSATION FUND, Plaintiffs, v. TRI-COUNTY OIL COMPANY, INC.; M.T. FUEL STOP, INC.; JESSI FUEL STOP, L.L.C.; JASSI FUELS, L.L.C.; MANI FUEL, L.L.C.; POLE TAVERN ROUTE 40, L.L.C. d/b/a GARDEN STATE FUEL and/or POLE TAVERN GULF; DGK INVESTMENT GROUP, INC.; BALKAR SAINI; "ABC CORPORATIONS" 1-10 (Names Fictitious); and "JOHN AND/OR JANE DOES" 1-10 (Names Fictitious), Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION – SALEM COUNTY DOCKET NO. Civil Action **COMPLAINT**

Plaintiffs, the New Jersey Department of Environmental Protection ("Department"), the Commissioner of the Department ("Commissioner"), and the Administrator of the New Jersey Spill Compensation Fund ("Administrator") (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, saying:

STATEMENT OF THE CASE

1. This is a civil action pursuant to the New Jersey Spill Compensation and Control Act ("Spill Act"), N.J.S.A. 58:10-23.11 to -23.24, the Water Pollution Control Act ("WPCA"), N.J.S.A. 58:10A-1.1 to -20, and the common law, for reimbursement of the costs they have incurred, and will incur, as a result of the discharge of hazardous substances and pollutants at and migrating from the real property located at 760 Route 40, Upper Pittsgrove Township, Salem County, New Jersey, also known and designated as Block 40, Lot 1 on the Upper Pittsgrove Township tax map ("Property").

2. This action seeks to compel the Defendants to reimburse the Plaintiffs for the public monies spent to address discharges stemming from gasoline service operations at the Property. This action also seeks to compel the Defendants to complete further

remediation at the Property to ensure that both the public and the environment are protected from exposure to the toxic gasoline-related constituents that were detected in the soil and groundwater on, and migrating from, the Property.

THE PARTIES

3. The Department is a principal department within the Executive Branch of the New Jersey 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.

4. The Commissioner is the Commissioner of the Department. N.J.S.A. 58:10-23.11b. In that capacity, the Commissioner is vested by law with various powers and authority, including those conferred by the Department's enabling legislation, N.J.S.A. 13:1D-1 to -19.

5. The Administrator is the chief executive officer of the New Jersey Spill Compensation Fund ("Spill Fund"). N.J.S.A. 58:10-23.11j. As the chief executive officer of the Spill Fund, the Administrator is authorized to approve and pay any cleanup and removal costs the Department 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.

6. Tri-County Oil Company, Inc. ("Tri-County Oil") is a corporation organized under the laws of the State of New Jersey (Business ID: 0100078858) with a principal place of business at 31 Chestnut Drive, Woodstown, NJ 08098.

7. M.T. Fuel Stop, Inc. ("M.T. Fuel Stop") is a corporation organized under the laws of the State of New Jersey (Business ID: 0100776505) with a principal place of business at 3001 Route 130 South, Apt. 46J, Delran, NJ 08075.

8. Jessi Fuel Stop, L.L.C. ("Jessi Fuel Stop") is a limited liability company organized under the laws of the State of New Jersey (Business ID: 600118964) with principal places of business at 734 W. White Horse Pike, Cologne, NJ 08213 and 105 Mt. Pleasant Road, Sewell, NJ 08080.

9. Jassi Fuels, L.L.C. ("Jassi Fuels") is a limited liability company organized under the laws of the State of New Jersey (Business ID: 0600055593) with principal places of business at 734 W. White Horse Pike, Cologne, NJ 08213 and 105 Mt. Pleasant Road, Sewell, NJ 08080.

10. Mani Fuel, L.L.C. ("Mani Fuel") is a limited liability company organized under the laws of the State of Delaware (Business ID: 3974098) with a principal place of business at 3100 Old Capitol Trail, Wilmington, DE 19808.

11. Pole Tavern Route 40, L.L.C. ("Pole Tavern Route 40") is a limited liability company organized under the laws of the State of New Jersey (Business ID: 3974098) with principal places of business at 760 Route 40, Upper Pittsgrove, New Jersey and 105 Mt. Pleasant Road, Sewell, New Jersey 08080.

12. DGK Investment Group, Inc. ("DGK") is a corporation organized under the laws of the State of New Jersey (Business ID: 0400454718) with a principal place of business at 105 Mt. Pleasant Road, Sewell, New Jersey 08080.

13. Balkar Saini is an individual with an address of 105 Mt. Pleasant Road, Sewell, New Jersey 08080, and is an officer and/or member of Jessi Fuel Stop, Jassi Fuels, Pole Tavern Route 40 and/or DGK.

14. ABC Corporations 1-10, these names being fictitious, are entities with identities that cannot be ascertained as of the filing of this Complaint, certain of which are corporate successors to, predecessors of, or are otherwise related to, Defendants and/or are other dischargers and/or persons "in any way responsible" for the hazardous substances discharged at the site.

15. John and/or Jane Does 1-10, these names being fictitious, are individuals whose identities cannot be ascertained as of the filing of this Complaint, certain of whom are partners, officers, directors, and/or responsible corporate officials of, or

are otherwise related to, Defendants and/or one or more of the ABC Corporation defendants, and/or are other dischargers and/or persons "in any way responsible" for the hazardous substances discharged at the Property.

GENERAL ALLEGATIONS

16. The site that is the subject of this Complaint consists of the Property – 760 Route 40, Upper Pittsgrove Township, Salem County, New Jersey – and all other areas where any hazardous substances discharged there have come to be located (collectively, "Site"), which the Department has designated as Site Remediation Program Interest No. 010561.

17. The Property is approximately 0.38 acres in size and sits on the northeast section of a heavily traveled traffic circle connecting Route 40, Route 77, and County Road 635 (also known as Daretown Road). The Property itself now consists of a defunct gas station.

Ownership and Operational History

18. In 1982, Brent R. Warner, Inc. ("Warner, Inc.") acquired the Property and began operating a gasoline service station under the name "Pole Tavern Amoco" in the same year.

19. In the mid-1980s, Warner, Inc. registered five underground storage tanks ("USTs") at the Property, including one 10,000-gallon tank containing leaded gasoline, two 8,000-gallon

tanks containing leaded gasoline, one 8,000-gallon tank containing diesel fuel, and one 550-gallon tank containing kerosene.

20. In 1991, Tri County Oil began operating the Property with Warner, Inc.

21. In 1994, Tri-County Oil and Warner, Inc. merged into Tri-County Oil Company, Inc.

22. On May 23, 1994, Tri-County Oil obtained the title to the Property and continued to operate a gasoline service station and automobile repair business there under the name “Pole Tavern Amoco.”

23. On or about May 15, 2000, Tri-County Oil sold the Property to M.T. Fuel Stop.

24. M.T. Fuel Stop operated the gasoline service station at the Property under the name “M.T. Fuel Stop” until it leased the station to Jessi Fuel Stop and/or Jassi Fuels from 2003 to 2005. Jessi Fuel Stop and/or Jassi Fuels operated a gasoline service station at the Property under the name “US Fuels.”

25. On or about August 26, 2005, M.T. Fuel Stop sold the Property to Mani Fuel.

26. While Mani Fuel owned the Property, Pole Tavern Route 40 operated the gasoline service station at the Property under the name “Garden State Fuel” from 2005 to 2010, and then under the name “Pole Tavern Gulf” from 2010 to 2011.

27. Mani Fuel failed to pay property taxes on the Property and, in January 2012, the Township of Upper Pittsgrove ("Township") foreclosed on the Property.

28. Upon completion of the foreclosure action, the Township conveyed the Property to DGK through a quitclaim deed on or about May 2, 2012.

29. DGK remains the current owner of the Property and Balkar Saini is an officer of DGK.

Discharges and Plaintiffs' Prior Enforcement Efforts

30. In May 1991, Tri-County Oil and Warner, Inc. retained Aqua-tex, Inc. ("Aqua-tex") to remove the five USTs on the Property.

31. During the removal of the USTs in July and August 1991, Aqua-tex collected several soil samples near the former gasoline USTs that exhibited concentrations of benzene, toluene, ethylbenzene, and xylenes (collectively, "BTEX"), methyl tert-butyl ether ("MTBE"), tertiary butyl alcohol ("TBA"), petroleum hydrocarbons, and/or naphthalene above the Department's Soil Cleanup Criteria for each substance.

32. Exposure to BTEX, MTBE, or TBA poses a danger to human health, including but not limited to damage to the liver, kidneys, central nervous system, eyes, and skin.

33. Gasoline and its components pose threats to the environment and public health when they enter the soil and groundwater. Gasoline persists in soil for long periods of time, impeding plant growth and threatening birds and mammals with irritation and toxicity.

34. Gasoline also poses a threat to human health. Ingesting gasoline-related contaminants in drinking water or inhaling gasoline vapors can cause dizziness, headaches, lung irritation, and nervous system disruptions.

35. Of the soil samples collected near the gasoline USTs in July and August 1991, sample PES-1 exhibited total BTEX at 9,500 parts per billion ("ppb"); sample PES-2 exhibited total BTEX at 122 ppb, MTBE at 330 ppb, and TBA at 98 ppb; sample PES-3 exhibited total BTEX at 422 ppb and MTBE at 300 ppb; sample PES-4 exhibited MTBE at 45 ppb and TBA at 81 ppb; sample PES-5 exhibited total BTEX at 1,607 ppb and TBA at 290 ppb; sample PES-7 exhibited total BTEX at 1,236 ppb, MTBE at 370 ppb, and TBA at 130 ppb; and sample PES-8 exhibited total BTEX at 1,550 ppb and TBA at 320 ppb.

36. Samples PES-23 and PES-28 were collected near the gasoline USTs' product lines and exhibited total BTEX at 85,700 ppb and 13,000 ppb, respectively.

37. Sample PES-29 was collected near the product line for the underground diesel tank and exhibited total petroleum

hydrocarbons at 3,260 parts per million ("ppm"), naphthalene at 950 ppb, and total base neutral compounds at 1,380 ppb.

38. Sample PES-19 was collected near the kerosene tank and exhibited total petroleum hydrocarbons at 6,551 ppm. Sample PES-22, also collected from near the kerosene tank, exhibited total petroleum hydrocarbons at 5,077 ppm, naphthalene at 6,200 ppb, and total base neutral compounds at 30,470 ppb.

39. Despite discovering contamination on the Property, Tri-County Oil and Warner, Inc. installed four new USTs in the same area of the Property and continued to operate a gasoline service station there.

40. Because of the contaminants discovered during the UST removal, Tri-County Oil and Warner, Inc. installed six monitoring wells at the Property in September 1991, labeled MW-1 through MW-6.

41. MW-1 and MW-2 were installed east and hydraulically up-gradient of the gasoline and diesel tanks; MW-3 was installed adjacent to and east of the gasoline tank field; MW-4 was installed adjacent to and north of the former kerosene tank; and MW-5 and MW-6 were installed in the pump/dispenser island area.

42. In October 1991, Aqua-tex collected several groundwater samples from the six monitoring wells and tested them for volatile organic compounds ("VOCs"). Samples collected from MW-3, MW-4,

MW-5, and MW-6 exhibited BTEX and/or MTBE above the Department's Groundwater Quality Standards ("GWQS") of .2 ppb for benzene, 600 ppb for toluene, 700 ppb for ethylbenzene, 1,000 ppb for total xylenes, and 70 ppb for MTBE, respectively.

43. The groundwater sample collected from MW-3 exhibited benzene at 260 ppb, toluene at 920 ppb, total xylenes at 2,080 ppb, and MTBE at 440 ppb.

44. The groundwater sample collected from MW-4 exhibited benzene at 18 ppb.

45. The groundwater sample collected from MW-5 exhibited benzene at 380 ppb, and total xylenes at 5,300 ppb.

46. The groundwater sample collected from MW-6 exhibited benzene at 1,900 ppb, toluene at 5,700 ppb, ethylbenzene at 1,000 ppb, and total xylenes at 5,200 ppb.

47. Upon review of the sampling data, on or about May 25, 1993, the Department notified Warner, Inc. by letter ("May 25, 1993 Letter") that additional investigation and remediation was required at the Property.

48. Warner, Inc. failed to comply with the investigative and remedial requirements detailed in the May 25, 1993 Letter.

49. After Warner, Inc. merged with Tri-County Oil in 1994, and Tri-County Oil assumed ownership of the Property, the Department sent a deficiency notice to Tri-County Oil on January

27, 1994, for failing to satisfy the requirements outlined in the May 25, 1993 Letter.

50. In response, on or about February 2, 1994, Tri-County Oil retained DeMaio's Inc. ("DeMaio's") to remediate the Property.

51. In early 1994, DeMaio's conducted supplemental soil and groundwater investigations at the Property, and removed additional soil from near the product piping that had exhibited elevated BTEX concentrations in previous sampling.

52. In March 1994, DeMaio's collected a second round of groundwater samples from the six monitoring wells.

53. Groundwater samples collected from MW-3, MW-5, and MW-6 exhibited BTEX concentrations in excess of the Department's GWQS. MW-3 exhibited total BTEX at 13,800 ppb, MW-5 exhibited total BTEX at 1,114 ppb, and MW-6 exhibited total BTEX at 24,126 ppb.

54. Groundwater samples collected from MW-3 and MW-4 also exhibited MTBE at 584 ppb and 120 ppb, respectively.

55. On or about April 28, 1994, DeMaio's submitted to the Department a Remedial Action Workplan ("RAW") for the Property.

56. The Department notified DeMaio's of deficiencies with the RAW by letter on or about December 22, 1994.

57. Later, in 1995, DeMaio's installed six additional monitoring wells, labeled MW-7 to MW-12, to further delineate groundwater contamination at, and migrating from, the Property.

58. In June 1995, DeMaio's collected groundwater samples from the additional monitoring wells and several samples exhibited levels of BTEX and MTBE above the Department's respective GWQS for each substance. The samples collected from MW-6 and MW-10 exhibited the highest concentrations of BTEX and MTBE, respectively.

59. The groundwater sample from MW-6 exhibited benzene at 887 ppb, toluene at 1,353 ppb, ethylbenzene at 383 ppb, xylenes at 1,838 ppb, and MTBE at 207 ppb.

60. The groundwater sample from MW-10 exhibited MTBE at 985 ppb. MW-10 was located off-site, and hydraulically down-gradient from the Property.

61. The Department sent seven letters to Tri-County Oil between March 29, 1995, and July 20, 1998, citing deficiencies with the ongoing investigation and remediation of the Site. The letters directed Tri-County Oil to conduct additional groundwater investigation and sampling at additional down-gradient potable wells.

62. In response to the Department's letters, in September 1995 and May 1996, DeMaio's collected samples from several nearby potable wells. A sample taken from a potable well at Point 40 Diner, located approximately 350 feet west and down-gradient of

the Property, exhibited benzene at 2.28 ppb, in excess of the New Jersey Safe Drinking Water Standard of 1 ppb.

63. In October 1998, DeMaio's collected samples from the existing Site monitoring wells (with the exception of MW-7), and each of the samples were analyzed for VOCs and lead.

64. On or about March 5, 1999, DeMaio's submitted a report to the Department showing that samples collected from MW-3, MW-5, MW-6, MW-10, and MW-11 in October 1998 exhibited BTEX concentrations above the GWQS. The greatest concentrations of BTEX were again detected in MW-6 and MW-10.

65. Groundwater MW-6 exhibited benzene at 2,400 ppb, toluene at 4,900 ppb, ethylbenzene at 1,200 ppb, and xylenes at 6,000 ppb.

66. Groundwater MW-10 exhibited benzene at 3,300 ppb, toluene at 300 ppb, ethylbenzene at 1,600 ppb, and xylenes at 1,300 ppb.

67. Samples from MW-4, MW-5, MW-6, MW-10, and MW-11 also exhibited elevated levels of MTBE. The greatest concentrations of MTBE were detected in MW-4 and MW-6, at 200 ppb and 240 ppb, respectively, in excess of the GWQS.

68. The Department conditionally approved DeMaio's March 5, 1999 report as a Remedial Investigation Work Plan ("RIW"), but required additional investigation of soil and groundwater contamination at, and migrating from, the Property.

69. Tri-County Oil failed to complete further remedial actions and, on April 21, 1999, the Department sent Tri-County Oil another letter citing their deficiencies.

70. In August 1999, the Department again notified Tri-County Oil that they failed to submit the required documentation required by the Department's April 21, 1999 deficiency letter.

71. On or about October 1, 1999, the Department issued to Tri-County Oil: (1) a Notice of Violation ("October 1999 NOV") for failure to upgrade the active USTs on the Property; and (2) a Field Directive and Notice to Insurers ("October 1999 Field Directive") to investigate potable well contamination near the Property.

72. Tri-County Oil failed to respond to the October 1999 NOV and October 1999 Field Directive.

73. In May 2000, Tri-County Oil sold the contaminated Property to M.T. Fuel Stop.

74. In the purchase agreement with Tri-County Oil, M.T. Fuel Stop acknowledged the existence of contamination at the Property and agreed to be "fully responsible for all remediation (if any) required to be performed in connection with the [environmental] condition."

75. In or around June 2000, M.T. Fuel Stop retained PARS Environmental Services ("PARS"), purportedly to complete the remediation at the Site.

76. Because M.T. Fuel Stop failed to provide the Department any documentation showing it had taken any remedial action, on or about July 21, 2000, the Department issued a Field Directive and Notice to Insurers to M.T. Fuel Stop ("July 2000 Field Directive") regarding the existing potable well contamination in the area.

77. The July 2000 Field Directive required M.T. Fuel Stop to: submit updated UST registration information; verify the former well at Point 40 Diner had been properly decommissioned; sample all potable wells within 1,000 feet down-gradient of the Property; sample existing monitoring wells; and submit a RAW for the Site.

78. In late July 2000, PARS, on behalf of M.T. Fuel Stop, collected samples from the 12 monitoring wells on and near the Property, and each of the samples was analyzed for VOCs, MTBE, and TBA.

79. Seven groundwater samples exhibited concentrations of BTEX and/or MTBE above the Department's respective GWQS for each substance. The greatest concentrations were detected in MW-3, MW-5, MW-6, and MW-10.

80. MW-3 (located near the UST field) exhibited total BTEX at 3,702 ppb and MTBE at 150 ppb.

81. MW-5 (located near the pump islands and down-gradient of the former kerosene tank) exhibited MTBE at 300 ppb, an increase from the 180 ppb detected in the October 1998 sample.

82. MW-6 (located near the western pump island) exhibited total BTEX at 7,080 ppb and MTBE 290 ppb.

83. MW-10 (located down-gradient from the Property) exhibited total BTEX at 4,590 ppb and MTBE at 650 ppb.

84. In September and October 2000, PARS installed six additional monitoring wells and collected and analyzed 18 samples for VOCs, MTBE, TBA, and base neutral extractable compounds.

85. Ten samples exhibited concentrations of BTEX and/or MTBE above the GWQS for each substance. The greatest concentrations were detected in MW-3, MW-5, MW-6, and MW-10. Naphthalene was also detected in MW-10 at concentrations exceeding the GWQS.

86. The groundwater sample collected from MW-3 exhibited total BTEX at 460 ppb.

87. MW-5 and MW-6 exhibited MTBE at 180 ppb and 260 ppb, respectively.

88. MW-10 exhibited MTBE at 540 ppb.

89. PARS also collected samples from potable wells located down-gradient from the Property. Several samples contained MTBE, including a sample from one residential potable well that exceeded the Maximum Contaminant Level (“MCL”), a drinking water standard, for MTBE. Based on these results, and pursuant to the Department’s requirements, M.T. Fuel Stop funded a temporary alternative water supply by providing bottled water to the impacted residence.

90. In December 2000, PARS summarized the aforementioned investigation and sampling activities in a RIW sent to the Department.

91. The Department conditionally approved the RIW by letter dated December 28, 2000, but required further investigation at the Property to complete the delineation of groundwater contamination migrating from the Property.

92. PARS conducted another sampling event for M.T. Fuel Stop in February 2001. As with previous sampling, each sample was analyzed for VOCs, MTBE, TBA and naphthalene, and the greatest concentrations of BTEX and MTBE above the GWQS were detected in MW-6 and MW-10.

93. MW-6 exhibited benzene at 540 ppb, toluene at 690 ppb, ethylbenzene at 500 ppb, xylenes at 2,700 ppb, and MTBE at 88 ppb.

94. MW-10 exhibited benzene at 360 ppb, toluene at 36 ppb, ethylbenzene at 220 ppb, xylenes at 150 ppb, and MTBE at 110 ppb.

95. In March 2001, PARS installed sampling temporary points at off-site locations to further delineate the extent of the groundwater contamination and concluded that the contaminant plume was fully delineated.

96. In April 2001, the Department issued to M.T. Fuel Stop another Field Directive and Notice to Insurers (“April 2001 Field

Directive") related to the groundwater contamination detected on and near the Property.

97. The April 2001 Field Directive required M.T. Fuel Stop to install a Point of Entry Treatment System on an impacted residential potable well located at 775 Route 40; conduct additional sampling of other nearby potable wells; and satisfy all of the Department's other outstanding requirements.

98. In response, M.T. Fuel Stop installed a new potable well at 775 Route 40, to replace the residential potable well contaminated with MTBE.

99. In May 2001, PARS submitted to the Department a Remedial Investigation Report ("RIR"), which incorrectly concluded that it was unlikely that the discharges at the Property were the source of the MTBE contamination detected in the nearby potable well.

100. In June 2001, the Department issued a Field Directive and Notice to Insurers ("June 2001 Field Directive") to Tri-County Oil and required it to provide an alternate water supply for an impacted potable well; initiate sampling activities of other nearby potable wells; and satisfy all other outstanding requirements.

101. After issuing the June 2001 Field Directive, the Department reviewed the RIR submitted by PARs and conditionally approved it by letter on or about August 31, 2001.

102. To approve the RIR, the Department required Tri-County Oil and M.T. Fuel Stop to conduct further investigation, including delineation of groundwater contamination emanating from the Property and the continuation of the quarterly groundwater monitoring program.

103. Tri-County Oil and M.T. Fuel Stop failed to complete the additional requirements.

104. On or about January 24, 2002, the Department notified Tri-County Oil and M.T. Fuel Stop of their non-compliance with the requirements detailed in previously issued directives and deficiency letters.

105. When Tri-County Oil and M.T. Fuel Stop remained non-compliant, the Department sent Field Directives and Notices to Insurers in November 2002 (“November 2002 Field Directives”) to both entities.

106. The November 2002 Field Directives required Tri-County Oil and M.T. Fuel Stop to re-sample specific potable wells; identify all potable wells within 1,000 feet down-gradient from the Property; delineate the vertical and horizontal extent of the groundwater contamination; and continue to sample and monitor the groundwater on a quarterly basis.

107. Tri-County Oil and M.T. Fuel Stop failed to comply with the November 2002 Field Directives.

108. In April 2003, the Department issued Notices of Violation and Offers of Settlement to Tri-County Oil and M.T. Fuel Stop ("April 2003 NOVs") for failure to submit another RAW, as was required pursuant to the Department's July 2000 Field Directive.

109. Tri-County Oil and M.T. Fuel Stop failed to respond to the April 2003 NOVs.

110. In December 2003, the Department issued an Administrative Order and Notice of Civil Administrative Penalty Assessment ("AONOCAPA") to Tri-County Oil and M.T. Fuel Stop for failure to complete the required remedial investigation and to submit a RAW.

111. Each AONOCAPA required Tri-County Oil and M.T. Fuel Stop to comply with the Department's directions, and assessed each entity a penalty of $45,000 for their respective noncompliance.

112. Tri-County Oil and M.T. Fuel Stop failed to comply with the terms of their respective AONOCAPAs, and neither entity paid the assessed penalties.

113. In 2003, Jessi Fuel Stop and/or Jassi Fuels began to operate a gas station at the Property and changed the facility's name from "Pole Tavern Amoco" to "US Fuels."

114. In July 2004, the Department issued a Field Directive and Notice to Insurers to Tri-County Oil and M.T. Fuel Stop ("July

2004 Field Directive") regarding the contamination discovered in a potable well at 539 Route 40.

115. The July 2004 Directive required Tri-County Oil and M.T. Fuel Stop to provide bottled water to the residents of 539 Route 40, and re-sample the impacted well.

116. Tri-County Oil and M.T. Fuel Stop failed to comply with the July 2004 Directive.

117. On or about September 16, 2004, the Department conducted a UST compliance inspection at the Property and issued a Notice of Violation to US Fuels for several violations related to release detection and monitoring, and soil contamination observed near all of the fill ports.

118. On or about November 1, 2004, the Department conducted another UST compliance inspection and again discovered release detection and monitoring violations.

119. On or about November 15, 2004 and December 1, 2004, Balkar Saini signed and submitted to the Department UST Facility Questionnaires for the Property. Balkar Saini certified as the operator of the USTs on both questionnaires.

120. On or about December 6, 2004, the Department notified Balkar Saini of the UST violations discovered in September and November 2004.

121. In November 2004, after years of non-compliance, M.T. Fuel Stop submitted to the Department a UST Remediation, Upgrade, and Closure Fund application to obtain funds to complete the remediation at the Property. The Department denied the application because M.T. Fuel Stop, as a party responsible for the contamination, was ineligible to receive those funds.

122. In August 2005, while the Property remained contaminated, M.T. Fuel Stop sold the Property to Mani Fuel.

123. After Mani Fuel purchased the Property, Pole Tavern Route 40 operated a gasoline service station (and the USTs) at the Property under the names “Garden State Fuel” from 2005 and 2010 and then “Pole Tavern Gulf” until 2011.

124. On or about September 20, 2005, Balkar Saini signed and submitted to the Department a UST Facility Certification Questionnaire for the Property on behalf of Pole Tavern Route 40.

125. In March 2006, the Department issued a Directive and Notice to Insurers to Tri-County Oil and M.T. Fuel Stop (“March 2006 Directive”), and required both entities to initiate a sampling program of select potable wells in the area near the Property.

126. Tri-County Oil and M.T. Fuel Stop failed to comply with the March 2006 Directive.

127. Two years later, in April 2008, another UST compliance inspection at the Property identified several violations related

to the UST's release detection and monitoring. The specific violations included: presence of debris, water, and/or product in spill buckets; and failure to inspect and clean all piping, dispenser pumps/pits, spill buckets, and catch basins.

128. On or about February 17, 2009, Balkar Saini signed and submitted to the Department another UST Facility Certification Questionnaire for the Property on behalf of Pole Tavern Route 40.

129. In or about March 2009, the Department issued a Directive and Notice to Insurers to Mani Fuel, M.T. Fuel Stop, and Tri-County Oil ("March 2009 Directive"), and required payment of $250,000.00 for the Department to complete the remediation.

130. In response to the March 2009 Directive, Mani Fuel notified the Department it retained MIG Environmental to complete the remediation at the Property.

131. Mani Fuel never subsequently completed the remediation, or took any remedial action, and, as a result, failed to comply with the March 2009 Directive.

132. Tri-County Oil and M.T. Fuel Stop also failed to comply with the March 2009 Directive.

133. Because Pole Tavern Route 40 continued to operate a gas station at the Property, and the current and former owners and operators of the Property continued to shirk their responsibilities to complete the remediation, the Department

referred the matter to the Department's Division of Publicly Funded Site Remediation in 2009.

134. Mani Fuel refused to provide the Department access to the Property to conduct the remediation. Therefore, the Department filed a civil action in Superior Court and obtained an Order granting access to the Property in December 2009.

135. In early 2010, the Department retained the Louis Berger Group, Inc. ("Berger") to complete a remedial investigation of the Property.

136. Funded by public monies, Berger collected groundwater samples from monitoring wells in August and October 2010, respectively.

137. The August 2010 groundwater samples collected from MW-3, MW-5, MW-6 and MW-7 again exhibited concentrations of total BTEX above the Department's GWQS, and some exhibited significant increases from previous sampling in February 2001.

138. MW-3 exhibited the greatest concentration of BTEX, with benzene at 120 ppb, toluene at 840 ppb, ethylbenzene at 1,000 ppb, and xylenes at 5,700 ppb.

139. The October 2010 groundwater samples from MW-3, MW-5, MW-6 and MW-10, MW-11, and MW-17 also exhibited concentrations of total BTEX above the Department's GWQS.

140. In August and October 2010, the groundwater samples from MW-5, MW-6, MW-10, MW-11, and MW-17 exhibited concentrations of benzene above the Department's GWQS, and MW-6 exhibited ethylbenzene above the Department's GWQS.

141. On or about September 10, 2010, Balkar Saini again signed and submitted to the Department another UST Facility Certification Questionnaire for the Property on behalf of Pole Tavern Route 40.

142. In July 2011, the Township filed a complaint in Superior Court of New Jersey to foreclose the tax sale certificate on the Property.

143. On or about November 28, 2011, DGK was incorporated.

144. In January 2012, the Court entered Final Judgment conveying the Property to the Township.

145. On or about May 2, 2012, the Township executed a quitclaim deed conveying the Property to DGK.

146. In the quitclaim deed, DGK acknowledged that "it shall be responsible for any and all oversight fees and/or any other costs associated with any potential contamination existing on the property."

147. DGK failed to take any action to remediate the Site or to otherwise address the contamination at, and migrating from, the Property.

148. In September 2012, Berger completed a Preliminary Assessment and identified several on-Property areas of concern: the areas in and around the above-ground tanks; the areas around both the current UST and five former USTs removed in 1991; the storage/staging areas; a concrete pit in the garage area; the septic system; a potential floor drain; the boiler room; several vents and ducts throughout the Property; vehicle lifts; a potable well located on the Property; stained/discolored areas; concrete remnants in the northern portion of the building; a concrete pad west of the tank field; and the pump/dispenser islands.

149. Berger also discovered previously unknown USTs near the western portion of the Property. As such, Berger commenced several additional remedial investigative activities at the Property, including soil sampling, groundwater screening, additional monitoring well installation, and groundwater sampling.

150. In May 2015, Berger submitted to the Department an RIR detailing the specific activities taken at the Property and provided the Department with several conclusions and recommendations.

151. A total of 18 soil samples collected from 38 soil boring locations from May 2013 to March 2015 exhibited concentrations of BTEX above the Department's Impact to Groundwater Soil Screening Level criteria. Most of the 18 samples exhibiting exceedances of

the Department's Impact to Groundwater Soil Screening Level criteria were found near the previously unknown USTs located on the western portion of the Property.

152. Berger also noted evidence of staining and odors during the soil boring activities, which suggested that the soil was impacted by petroleum-related product.

153. Based on the horizontal and vertical delineation results, Berger concluded that USTs located on the western portion of the Property are the likely source of the soil contamination, and advised the Department that residual soil contamination remains on the Property.

154. As for Berger's groundwater investigation, samples collected from MW-3, MW-5, MW-6, MW-10, and MW-16 from August 2014 to April 2015 exhibited concentrations of BTEX in excess of the Department's GWQS. The greatest concentrations of BTEX were detected in MW-6, with benzene at 567 ppb and ethylbenzene at 1,810 ppb.

155. As a result of Berger's RIR, in May 2015, the Department established a Classification Exception Area ("CEA") for the existing contamination at, and migrating from, the Property.

156. The Department continues to spend public monies to monitor the contamination at, and migrating from, the Property, consistent with the CEA.

157. As a result of the Defendants' non-compliance, the Department has incurred, and will continue to incur, significant cleanup and removal costs at the Site.

158. The Defendants have not reimbursed the Plaintiffs for the cleanup and removal costs expended at the Site; nor have they agreed to fund or perform any future remedial activities.

COUNT I

Spill Act

159. Plaintiffs repeat and incorporate each of the foregoing Paragraphs as though fully set forth herein.

160. 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 no matter by whom incurred. N.J.S.A. 58:10-23.11g.c.(1).

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

162. Plaintiff Administrator either has approved, or may approve, appropriations for the Site.

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

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

165. Tri-County Oil, as the owner and operator and/or successor to the owner and operator of the Property at the time hazardous substances were discharged there, is a discharger and is therefore liable, jointly and severally, without regard to fault, for all cleanup and removal costs Plaintiffs have incurred, and will incur, as a result of the discharge of hazardous substances at the Property. N.J.S.A. 58:10-23.11g.c.(1).

166. Tri-County Oil, as a former owner of the Property who knew or should have known that the Property was contaminated when it was purchased and/or as owner of the Property at the time hazardous substances were discharged there, is also a person in any way responsible for the discharged hazardous substances at the Property, and is therefore liable, jointly and severally, without regard to fault, for all cleanup and removal costs Plaintiffs have incurred, and will incur, as a result of the discharge of hazardous substances at the Property. N.J.S.A. 58:10-23.11g.c.(1).

167. M.T. Fuel Stop, as a former owner of the Property who knew or should have known that the Property was contaminated when it was purchased and/or and as the owner and operator of the Property at the time hazardous substances were discharged there, is a discharger and/or person in any way responsible for the

discharged hazardous substances at the Property, and is therefore liable, jointly and severally, without regard to fault, for all cleanup and removal costs Plaintiffs have incurred, and will incur, as a result of the discharge of hazardous substances at the Property. N.J.S.A. 58:10-23.11g.c.(1).

168. Jessi Fuel Stop, as the operator of the Property at the time hazardous substances were discharged there, is a discharger and is therefore liable, jointly and severally, without regard to fault, for all cleanup and removal costs Plaintiffs have incurred, and will incur, as a result of the discharge of hazardous substances at the Property. N.J.S.A. 58:10-23.11g.c.(1).

169. Jassi Fuels, as the operator of the Property at the time hazardous substances were discharged there, is a discharger and is therefore liable, jointly and severally, without regard to fault, for all cleanup and removal costs Plaintiffs have incurred, and will incur, as a result of the discharge of hazardous substances at the Property. N.J.S.A. 58:10-23.11g.c.(1).

170. Mani Fuel, as a former owner of the Property who knew or should have known that the Property was contaminated when it was purchased and/or as the owner of the Property at the time hazardous substances were discharged there, is a person in any way responsible for the discharged hazardous substances at the Property, and is therefore liable, jointly and severally, without

regard to fault, for all cleanup and removal costs Plaintiffs have incurred, and will incur, as a result of the discharge of hazardous substances at the Property. N.J.S.A. 58:10-23.11g.c.(1).

171. Pole Tavern Route 40, as the operator of the Property at the time hazardous substances were discharged there, is a discharger and is therefore liable, jointly and severally, without regard to fault, for all cleanup and removal costs Plaintiffs have incurred, and will incur, as a result of the discharge of hazardous substances at the Property. N.J.S.A. 58:10-23.11g.c.(1).

172. DGK, as the current owner of the Property who knew or should have known that the Property was contaminated when it was purchased and/or as the owner of the Property at the time hazardous substances were discharged there, is a person in any way responsible for the discharged hazardous substances at the Property, and is therefore liable, jointly and severally, without regard to fault, for all cleanup and removal costs Plaintiffs have incurred, and will incur, as a result of the discharge of hazardous substances at the Property. N.J.S.A. 58:10-23.11g.c.(1).

173. Balkar Saini, as a principal and/or officer of defendants Jessi Fuel Stop; Jassi Fuels; Pole Tavern Route 40; and DGK, and/or as an individual operator of the Property's USTs, is a discharger of hazardous substances and/or a person in any way responsible for the discharge of hazardous substances at the

Property, and is therefore liable, jointly and severally, without regard to fault, for all cleanup and removal costs Plaintiffs have incurred, and will incur, as a result of the discharge of hazardous substances at the Property. N.J.S.A. 58:10-23.11g.c.(1).

174. ABC Corporations 1-10, are dischargers of hazardous substances and/or persons in any way responsible for the discharge of hazardous substances and are therefore liable, jointly and severally, without regard to fault, for all cleanup and removal costs Plaintiffs have incurred, and will incur, as a result of the discharge of hazardous substances at the Property. N.J.S.A. 58:10-23.11g.c.(1).

175. John and/or Jane Does 1-10 are dischargers of hazardous substances and/or persons in any way responsible for the discharge of hazardous substances and are therefore liable, jointly and severally, without regard to fault, for all cleanup and removal costs Plaintiffs have incurred, and will incur, as a result of the discharge of hazardous substances at the Property. N.J.S.A. 58:10-23.11g.c.(1).

176. By failing to comply with the Department's Directives and Notices to Insurers, defendants Tri-County Oil Company, Inc., M.T. Fuel Stop, Inc., and Mani Fuel, L.L.C., are strictly liable, jointly and severally, without regard to fault, in an amount up to three times the cleanup and removal costs that Plaintiffs have

incurred, and will incur in the future, to remediate the hazardous substances discharged at the Property. N.J.S.A. 58:10-23.11f.a.(1).

177. Pursuant to N.J.S.A. 58:10-23.11u.d, Defendants 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.

178. Pursuant to N.J.S.A. 58:10-23.11u.a.(1)(a) and N.J.S.A. 58:10-23.11u.b., the Department 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 the Department incurs, N.J.S.A. 58:10-23.11u.b.(5).

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

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. Ordering Defendants to reimburse Plaintiffs, without regard to fault, in an amount equal to three times all cleanup and removal costs Plaintiffs have incurred as a result of the discharge of hazardous substances at the Property, with applicable interest;

c. Finding Defendants liable, without regard to fault, for all cleanup and removal costs Plaintiffs will incur as a result of the discharge of hazardous substances at the Property;

d. Finding Defendants Tri-County Oil Company, Inc., M.T. Fuel Stop, Inc. and Mani Fuel, L.L.C liable, without regard to fault, in an amount equal to three times all cleanup and removal costs Plaintiffs will incur as a result of the discharge of hazardous substances at the Property;

e. Ordering Defendants to perform any further cleanup of hazardous substances discharged at the Property in conformance with the Site Remediation Reform Act, N.J.S.A. 58:10C-1 to -29, the Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1 to -31, the Underground Storage of Hazardous Substances Act, N.J.S.A.

58:10A-21 to -35, and all other applicable laws and regulations;

f. Assessing civil penalties as provided by N.J.S.A. 58:10-23.11u against each Defendant for their failure to remediate the Site;

g. Awarding Plaintiffs their costs and fees in this action;

h. Awarding Plaintiffs any other relief this Court deems appropriate; and

i. Reserving 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 II

Water Pollution Control Act

180. Plaintiffs repeat and incorporate each of the foregoing Paragraphs as though fully set forth herein.

181. Defendants are “persons” within the meaning of N.J.S.A. 58:10A-3.

182. As a principal and/or officer of Jessi Fuel Stop, Jassi Fuels, Pole Tavern Route 40 and/or DGK, Balkar Saini is “responsible corporate official” pursuant to the Water Pollution Control Act, N.J.S.A. 58:10A-1 to -20, and N.J.S.A. 2A:15-2.

183. The unauthorized discharge of pollutants into waters of the State of New Jersey 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.

184. An unauthorized discharge of pollutants into waters of the State of New Jersey 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.

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

186. 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-10c.(2) to (4).

187. Pursuant to N.J.S.A. 58:10A-10c., plaintiff Commissioner may bring an action in the Superior Court for injunctive relief, N.J.S.A. 58:10A-10c.(1); for the reasonable costs of any investigation, inspection, or monitoring survey which led to the establishment of the violation, including the costs of preparing and litigating the case, N.J.S.A. 58:10A-10c.(2); and reasonable costs 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-10c.(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-10c.(5).

WHEREFORE, the Commissioner requests judgment in her favor:

a. Entering a permanent injunction against Defendants, without regard to fault, requiring them to remove, correct, or terminate the adverse effects upon water quality resulting from any unauthorized discharge of pollutants;

b. Entering an order assessing against Defendants, without regard to fault, the reasonable costs for all investigations, inspections, or monitoring surveys, which led to establishment of the violation, including the costs of preparing and litigating the case;

c. Finding Defendants liable, without regard to fault, for all reasonable costs that will be incurred for any investigation, inspection, or monitoring survey, which

led, or will lead, to establishment of the violation, including the costs of preparing and litigating the case;

d. Entering an order assessing against Defendants, without regard to fault, all reasonable costs incurred for removing, correcting, or terminating the adverse effects upon water quality resulting from any unauthorized discharge of pollutants at the Property;

e. Finding Defendants liable, without regard to fault, for all reasonable costs that will be incurred 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 against Defendants, without regard to fault, the actual amount of any economic benefits it has accrued, including any savings realized from avoided capital or non-capital costs, the return it has earned on the amount of avoided costs, any benefits it has enjoyed as a result of a competitive market advantage, or any other benefit it has received as a result of having violated the WPCA;

g. Finding Defendants liable, without regard to fault, for the actual amount of any economic benefits that will accrue to it, 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 it has enjoyed, or any other benefit that will accrue as a result of having violated the WPCA;

h. Awarding the Commissioner her costs and fees in this action; and

i. Awarding the Commissioner such other relief as this Court deems appropriate; and

j. Reserving 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 III

Unjust Enrichment

188. Plaintiffs repeat and incorporate each of the foregoing Paragraphs as though fully set forth herein.

189. Defendants have failed to fully perform or fully fund the remediation required to address the contamination at the Site.

190. Plaintiffs have used and will continue to use public funds to remediate the contamination at the Site.

191. Plaintiffs' expenditure of public funds for the remediation of the Site, which otherwise would be Defendants'

obligation to fully fund or perform, has unjustly enriched Defendants.

192. Defendants have failed to complete the remediation of the Site, causing the Plaintiffs to expend public funds. Therefore, Defendants are required by law and by equity to reimburse Plaintiffs accordingly.

WHEREFORE, Plaintiffs request judgment in their favor:

a. Finding that the Defendants have been unjustly enriched by the Plaintiffs' expenditure of public funds to remediate the Site;

b. Ordering Defendants to reimburse Plaintiffs for costs Plaintiffs have incurred, and will incur, to remediate the Site, with applicable interest;

c. Finding Defendants liable for all other compensatory and consequential damages;

d. Awarding the Plaintiffs such other relief as this Court deems appropriate; and

e. Reserving 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 IV

Negligence

193. Plaintiffs repeat and incorporate each of the foregoing Paragraphs as though fully set forth herein.

194. Defendants owed a duty to all persons foreseeably injured by their conduct, including the Plaintiffs and the public at large, to refrain from discharging hazardous substances and pollutants at and from the Site, or otherwise creating an unreasonable risk of harm to foreseeable persons that might be injured or otherwise adversely affected by the discharge of hazardous substances and pollutants at the Site.

195. Defendants owed a further duty to all persons foreseeably injured by their conduct, including the Plaintiffs and the public at large, to remediate any discharge of hazardous substances and pollutants at the Site and otherwise take appropriate actions to protect foreseeably injured persons from being adversely affected by the discharge of hazardous substances and pollutants at and from the Site.

196. Defendants and/or their predecessors, illegally and/or improperly discharging hazardous substances and pollutants at and from the Site, or failing to take due care to prevent harm to foreseeably injured persons as a result of the illegal and/or improperly discharged hazardous substances and pollutants at the

Site, breached their duty to the Plaintiffs and the public at large.

197. Defendants and/or their predecessors, failing to remediate the discharged hazardous substances and pollutants at and from the Site, and otherwise failing to take due care to prevent harm to persons foreseeably injured as a result of the discharge of hazardous substances and pollutants at the Site, breached their duty to the Plaintiffs and the public.

198. Defendants and/or their predecessors' breach of their duty to refrain from discharging hazardous substances and pollutants at the Site and/or otherwise their failure to exercise due care to prevent harm to foreseeably injured persons at and from the Site, created an unreasonable risk of contaminating the groundwater underneath, and in the vicinity of, the Site, created a public health risk for nearby communities who utilized the groundwater as a drinking water source, and otherwise permitted an undue risk of harm to Plaintiffs and the public at large, resulting in injury to the Plaintiffs.

199. As a result of Defendants' negligence, and/or the negligence of the Defendants' predecessors at and from the Site, the Plaintiffs have incurred costs, and may continue to incur costs, at the Site, all of which were proximately caused by the Defendants and/or the Defendants' predecessors at the Site.

WHEREFORE, Plaintiffs demand judgment in their favor:

a. Ordering Defendants to reimburse the Plaintiffs, without regard to fault, jointly and severally, for all cleanup and removal costs the Department and the Administrator have incurred for the remediation at the Site, with applicable interest;

b. Finding Defendants liable for any cleanup and removal costs and damages the Plaintiffs will incur for the remediation at the Site;

c. Ordering Defendants to complete the remedial action in accordance with the Site Remediation Reform Act, N.J.S.A. 58:10C-1 to -29, the Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1 to -31, the Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21 to -35, and all other applicable laws and regulations;

d. Awarding the Plaintiffs their costs and fees in this action;

e. Awarding the Plaintiffs any other relief this court deems appropriate; and

f. Reserving the right to bring a claim in the future for natural resource damages arising out of the hazardous substances existing at the Property.

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By: ***/s/ Daniel J. Harrison***
Daniel J. Harrison
Deputy Attorney General

Dated: December 18, 2020

DESIGNATION OF TRIAL COUNSEL

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

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By: ***/s/ Daniel J. Harrison***
Daniel J. Harrison
Deputy Attorney General

Dated: December 18, 2020

CERTIFICATION REGARDING OTHER PROCEEDINGS AND PARTIES

The undersigned counsel certifies that the matters in controversy in this action are currently the subject of the following actions:

1. New Jersey Department of Environmental Protection v. Atlantic Richfield Company, 08 Civ. 00312 (SDNY) (VSB). This is an action seeking compensation for the destruction of natural resources by the hazardous substance, MTBE. To the Plaintiffs' knowledge, none of the Defendants are defendants in this action.

2. In re: Methyl Tertiary Butyl Ether ("MTBE") Product Liability Litigation, MDL 1358 (SDNY) (VSB). This is an action seeking compensation for the destruction of natural resources by the hazardous substance, MTBE. To the Plaintiffs' knowledge, none of the Defendants are defendants in this action.

3. New Jersey Department of Environmental Protection v. Amerada Hess Corp., 15 Civ. 6468 (DNJ) (FLW). This is an action seeking compensation for the destruction of natural resources by the hazardous substance, MTBE. To the Plaintiffs' knowledge, none of the Defendants are defendants in this action.

The undersigned counsel further certifies that the matters in controversy in this action are not currently the subject of any other pending action in any court or arbitration proceeding known to the State at this time, nor is any non-party known to the State

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, 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

By: ***/s/ Daniel J. Harrison***
Daniel J. Harrison
Deputy Attorney General

Dated: December 18, 2020