

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

Plaintiffs,

v.

AMERICAN FABRIC PROCESSORS LLC, JDM GROUP, LLC, DAVID BINSON, individually, JACOB BINSON, individually, "XYZ CORPORATIONS" 1-10 (Names Fictitious), and "JOHN AND/OR JANE DOES" 1-10 (Names Fictitious),

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION,  
PASSAIC COUNTY

DOCKET NO. L-2544-20

Civil Action

STIPULATION OF SETTLEMENT AND  
CONSENT ORDER

WHEREAS, This matter having been opened to the Court by the Attorney General of New Jersey, Matthew J. Platkin, by Deputy Attorney General Dom Stockton-Rossini, as attorney for Plaintiff New Jersey Department of Environmental Protection and the Commissioner of the New Jersey Department of Environmental Protection (collectively "Department" or "DEP"), by way of a Complaint and Amended Complaint for penalties and injunctive relief against Defendants for alleged violations of the New Jersey Air Pollution Control Act ("APCA") pertaining to operations at an industrial facility located at 555 East 31<sup>st</sup> Street, in the City of Paterson, Passaic County, New Jersey ("Property"), which is operated by American Fabric Processors, LLC ("American Fabric");

WHEREAS, this Court having entered an Order on September 23, 2022 approving Defendants counsel's motion to withdraw;

WHEREAS, Defendants other than JDM Group, LLC (collectively "Defendants") have retained Waters, McPherson, McNeill (WMM), Steven R. Gray, Esq., for purposes of representing the Defendants, and negotiating the within described settlement of claims;

WHEREAS, the Amended Complaint misjoined JDM Group, LLC as a defendant and the owner of the Property, when in fact 1) JDM Group 1, LLC is the current owner of the Property, and 2) JDM Group, LLC has had no relationship as an operator on or as landlord to the operating entity on the Property; and counsel for Defendants having consented to adding JDM Group 1, LLC as an additional defendant for the limited purpose of entry of this settlement;

WHEREAS, American Fabric having obtained its required APCA permit for this Property (PCP 220001); and DEP determining no additional injunctive relief against the Defendants including JDM Group 1, LLC is now required in this litigation; and the Parties having amicably resolved DEP's request for penalties, which is subject to entry of this judicial Consent Order ("JCO") pursuant to R. 4:42-1(b); and the parties hereby agree to the terms and the entry of this JCO,

#### **I. BACKGROUND**

1. DEP initiated this action on August 27, 2020, by filing a Complaint against Defendants (except for JDM Group, LLC) in the Superior Court of the State of New Jersey, Passaic County, Law Division, L-2544-20, seeking penalties and injunctive relief pursuant to the APCA. DEP filed an Amended Complaint on May 2, 2022, adding JDM Group, LLC, as a Defendant, and additional facts and counts.
2. The Property is located at 555 East 31<sup>st</sup> Street, in the City of Paterson, Passaic County, New Jersey, also known as Block 8804, Lots 1-3, and Block 8803, Lot 2.02 on the Tax Map of the City of Paterson. American Fabric operates a fabric dyeing and finishing business at the Property, which used or currently uses high temperature boilers and multiple textile processing machines, which are subject to the APCA.
3. In or around May 2014, American Fabric took over operations at the Property, using the existing equipment, including the Original Boiler and textile processing machines. The Original Boiler was permitted to operate pursuant to APCA permit, PCP 010001, issued to the prior operator, Coral Dyeing and transferred to American Fabric. PCP 010001 required American Fabric to conduct annual monitoring to ascertain compliance with the APCA and permit limitations, perform annual combustion adjustments, maintain records of

the monthly fuel consumption, and produce records upon request from DEP. N.J.A.C. 7:27-8.13(h); N.J.A.C. 7:27-19.7(g)(3); and N.J.A.C. 7:27-8.13(d).

4. There was also a Textile Permit, PCP 010002 issued to Coral Dyeing covering the operation of multiple textile processing machines as drying equipment, subject to the APCA, which expired on May 12, 2014. N.J.A.C. 7:27-8.2(1); N.J.A.C. 7:27-8.3(b).

5. During a compliance evaluation of the Property on January 15, 2015, DEP found the following violations:

- i. Failure to conduct a DEP-mandated stack test on the Original Boiler to determine that the NOx emissions do not exceed the maximum allowable emissions rate in Table 9 of N.J.A.C. 7:27-19.7(i), N.J.A.C. 7:27-19.17(a);
- ii. Operating a textile processing machine with an expired Textile Permit (PCP 010002), N.J.A.C. 7:27-8.3(b);
- iii. Failure to maintain natural gas consumption records and fulfill multiple recordkeeping and operating obligations in PCP 010001 for the Original Boiler and two Cleaver Brooks 8.375 million BTU/hr heat input boilers, N.J.A.C. 7:27-8.13(d) and N.J.A.C. 7:27-8.3(e);

iv. Failure to maintain records by manually logging the VOC content of the surface coating formulation for Textile Processing Machines 1, 3, 5, 6, 8, and 9, N.J.A.C. 7:27-16.7(m);

v. Failure to sample the VOC coating and manually log the VOC content of the surface coating formulation for Textile Processing Machine 7, N.J.A.C. 7:27-16.7(o).

6. DEP issued American Fabric a Notice of Violation ("NOV") on April 8, 2015.

7. On August 10, 2016, DEP conducted another compliance evaluation at the Property and found that American Fabric failed to conduct the stack test of the Original Boiler to determine that the NOx emissions do not exceed the maximum allowable emission rate in Table 9 of N.J.A.C. 7:27-19.7(i), N.J.A.C. 7:27-19.17(a). DEP also discovered that American Fabric failed to adjust the combustion process for calendar years 2014 and 2015 for the Original Boiler. N.J.A.C. 7:27-19.7(g)(3) and N.J.A.C. 7:27-19.16. American Fabric also failed to maintain the natural gas consumption records and fulfill multiple recordkeeping and operating obligations of the PCP 010001 for the Original Boiler, N.J.A.C. 7:27-8.13(d) and N.J.A.C. 7:27-8.3(e).

8. On November 30, 2016, DEP conducted a compliance evaluation at the Facility and found that American Fabric was operating a textile machine with an expired permit, N.J.A.C. 7:27-8.3(b).
9. DEP issued American Fabric a NOV on January 24, 2017.
10. On February 17, 2017, DEP issued American Fabric an Administrative Order and Notice of Civil Administrative Penalty Assessment ("AONOCAPA"), which required American Fabric to come into compliance with the APCA and pay an assessed administrative penalty of \$6,000.
11. On June 13, 2017, DEP received American Fabric's administrative hearing request regarding the February 17, 2017 AONOCAPA.
12. DEP conducted a compliance evaluation at the Property on November 15, 2017 and found the following violations:
  - i. Operating a textile processing machine under an expired permit, PCP 010002, N.J.A.C. 7:27-8.3(b);
  - ii. Failure to conduct a stack test of the Original Boiler to determine that the NOx emissions do not exceed the maximum allowable emission rate, N.J.A.C. 7:27-19.17(a);
  - iii. Failure to adjust the combustion process for calendar year 2016 for the Original Boiler, N.J.A.C. 7:27-19.7(g)(3); and

- iv. Failure to maintain natural gas consumption records and fulfill multiple recordkeeping and operating obligations of PCP 010001 for the Original Boiler, N.J.A.C. 7:27-8.13(d) and N.J.A.C. 7:27-8.3(e).

13. On November 18, 2021, DEP conducted another compliance evaluation at the Property and found the following violations:

- i. Installation of a 1984 Cleaver Brooks 20.922 million BTU/hour heat input boiler ("New Boiler") without obtaining an APCA preconstruction permit, N.J.A.C. 7:27-8.3(a);
- ii. Operation of the New Boiler without obtaining a valid operating permit, N.J.A.C. 7:27-8.3(b);
- iii. Failure to adjust and record the combustion process for calendar year 2018 for the New Boiler, N.J.A.C. 7:27-19.7(g)(3); and
- iv. Failure to electronically submit the annual combustion adjustment reports within 45 days for calendar years 2020 and 2021 for the New Boiler, N.J.A.C. 7:27-19.16(d).

14. DEP discovered during its November 18, 2021 compliance evaluation that the Original Boiler is no longer at the Property, Defendant, American Fabric, disconnected all textile processing machines, and all machines permitted under PCP 010001 are either not on the Property or are no longer operable.

15. On August 23, 2022, DEP granted American Fabric its required individual preconstruction permit pursuant to the APCA (PCP 220001), which covers the operation of the New Boiler.
16. Following the issuance of PCP 220001, DEP determined that no additional injunctive relief was necessary in this action.
17. DEP sought civil penalties pursuant to the APCA in this matter. In full and final settlement of the penalties claimed in DEP's Amended Complaint, American Fabric has agreed to pay the amount set forth herein.
18. The Parties to this JCO recognize, and this Court by entering this JCO finds, that the Parties to this JCO have negotiated this JCO in good faith; that the implementation of this JCO will allow the Parties to this JCO to avoid continued litigation; and that this JCO is fair, reasonable, and in the public interest.

## **II. JURISDICTION**

19. For purposes of this JCO, this Court has jurisdiction over the parties and subject matter of this action as the Superior Court has jurisdiction over suits by the Department for injunctive relief, penalties, and for other relief arising from violations of the APCA, N.J.S.A. 26:2C-1 to -25.2. The Court also has jurisdiction over actions to recover statutory



penalties pursuant to the Penalty Enforcement Law of 1999, N.J.S.A. 2A-58-11, and the APCA, N.J.S.A. 26:2C-19(d). Venue is appropriate in Passaic County as this action arises out of alleged violations that occurred at the Property located in the City of Paterson, New Jersey.

**III. PARTIES BOUND**

20. This JCO benefits, and is binding upon, the Plaintiff and Defendants, including American Fabric, JDM Group 1, LLC, David Binson, individually, and Jacob Binson, individually. JDM Group, LLC to be dismissed as a named defendant in this litigation upon entry of this JCO.

**IV. EFFECTIVE DATE**

21. The effective date ("Effective Date") of this JCO shall be the date upon which this JCO is entered by the Court.

**V. DEFINITIONS**

22. "Complaint" refers to the complaint filed by DEP in the Superior Court of New Jersey, Law Division, Passaic County, on August 27, 2020 in L-2544-20.

23. "Amended Complaint" refers to the amended complaint filed by DEP in the Superior Court of New Jersey, Law Division, Passaic County, on May 2, 2022 in L-2544-20.

24. Unless otherwise expressly provided, terms used in this JCO that are defined in the APCA, or in the regulations promulgated under the APCA, shall have their statutory or regulatory meaning.

**VI. PENALTIES**

25. In full and final settlement of the causes of action and penalties claimed in DEP's August 27, 2020 Initial Complaint and May 2, 2022 Amended Complaint, American Fabric shall pay the total sum of \$50,000 to DEP.

26. Payment shall be made within 30 days of the Effective Date of this JCO by attorney trust fund check, e-check, cashiers or certified check payable to the "Treasurer, State of New Jersey," and mailed together with the bottom portion of the payment invoice (to be supplied by the DEP) to:

Division of Revenue and Enterprise Services  
New Jersey Department of Treasury  
PO Box 417  
Trenton, NJ 08625-0417

**VII. WITHDRAWAL OF REQUEST FOR AN ADMINISTRATIVE HEARING**

27. Upon signature of this JCO, American Fabric's pending administrative hearing request regarding the AONOCAPA dated February 17, 2017 with EA # 160001-30241 is hereby withdrawn with prejudice.

**VIII. STIPULATED PENALTIES**

28. Stipulated penalties shall be paid to DEP as set forth below for the failure to comply with the payment requirement of this JCO. Each such requirement or deadline not complied with shall be considered a separate violation. Payment of stipulated penalties shall be made according to the following schedule:

Period of Noncompliance Penalty per Violation per Day	Stipulated Penalty
1 <sup>st</sup> through 7 <sup>th</sup> day	\$500.00
8 <sup>th</sup> through 14 <sup>th</sup> day	\$1,000.00
15 <sup>th</sup> day and beyond	\$2,500.00

29. Provided Defendants have not complied with paragraphs 25 and 26 herein, stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this JCO. Stipulated penalties shall accrue regardless of whether DEP has notified Defendants that a violation of this JCO has occurred.

30. Defendants shall pay any stipulated penalty to DEP, except as noted below, within thirty (30) calendar days following receipt of a written demand from DEP. Payment of stipulated penalties shall be made by a cashier's or certified check payable to the "Treasurer, State of New Jersey" and shall be

submitted to the address on the enclosed payment invoice provided in the demand letter.

31. For the failure to timely pay stipulated penalties pursuant to the preceding paragraphs, DEP may take action to collect same, including, but not limited to, instituting civil proceedings to collect such penalties pursuant to R. 4:67 and R. 4:70 or assess civil administrative penalties for violations of this JCO.
32. Payment of stipulated penalties does not alter Defendants' responsibility to complete all requirements of this JCO.

**IX. FORCE MAJEURE**

33. If any event occurs which Defendants believe will or may cause delay in the achievement of any provisions of this JCO, DEP shall be notified in writing to the contact address below within seven (7) calendar days of the delay or anticipated delay, as appropriate, referencing this paragraph and describing the anticipated length of the delay, the precise cause or causes of the delay, any measures taken or to be taken to minimize or prevent the delay, and the time required to take any such measure to prevent or minimize any such delay. All reasonably necessary actions shall be taken by Defendants to prevent or minimize any such delay.

Jeffrey Meyer, Manager  
Division of Air Enforcement

Bureau of Air Compliance & Enforcement - Northern  
7 Ridgedale Avenue  
Cedar Knolls, NJ 07927  
Jeffrey.Meyer@dep.nj.gov

34. If DEP finds (a) that the notice requirements of the preceding paragraph have been fully complied with and; (b) that any delay or anticipated delay has been or will be caused by fire, flood, riot, strike or other circumstances beyond the control of Defendants; and (c) that all necessary actions to prevent or minimize the delay have been taken, DEP shall extend the time for performance hereunder for a period no longer than the delay resulting from such circumstances.
35. If DEP determines that the above notice requirements of the preceding paragraph have not been complied with, the event causing the delay is not beyond the control of Defendants, or that all necessary actions to prevent or minimize the delay have not been taken, failure to comply with the provisions of this JCO shall constitute a violation of the requirements of the JCO. The burden of proving by a preponderance of the evidence that any delay is caused by circumstances beyond the control of Defendants, that all necessary actions were taken to prevent or minimize the delay, and the length of any such delay attributed to those circumstances, shall rest with Defendants.
36. Increases in the cost or expense incurred in fulfilling the requirements of this JCO shall not be a basis for an extension

of time. An extension of time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. Delay in an interim requirement shall not automatically justify or excuse delay in the attainment of subsequent requirements. Contractor's breach shall not automatically constitute force majeure.

37. DEP will notify Defendants in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

#### **X. PLAINTIFF'S COVENANTS AND RELEASES**

38. In consideration of, and upon receipt of, the payment required in Section VI above, and except as otherwise provided in Section XI below, DEP fully and forever releases, covenants not to sue, and agrees not to otherwise take judicial, administrative, or other action against the Defendants (or against J.D.M. Enterprises, Inc. ) pursuant to any statute or regulation for injunctive relief or recovery of penalties that DEP has sought in the Complaint and Amended Complaint for any action or inaction by Defendants arising out of or relating to the allegations in the Complaint and Amended Complaint. This JCO refers only to the violations and injunctive relief and penalties asserted in the Complaint and Amended Complaint. Except as set forth herein, nothing in this JCO shall constitute

a waiver of any statutory or regulatory right of DEP, nor shall this JCO preclude DEP from taking enforcement action against Defendants for matters not set forth in this JCO and the Complaint and Amended Complaint.

39. In consideration of Defendants' agreed upon actions, DEP agrees to dismiss the Complaint and Amended Complaint against Defendants ( in accordance with the form of Order attached hereto as Exhibit A ) with prejudice once the civil penalty has been paid and receipt confirmed by DEP. DEP agrees to also take no further enforcement action pertaining to a NOV dated November 7, 2022 that was issued to American Fabric; DEP representing that, based upon facts known as of the Effective Date, there are no additional pending claims against the Defendants relating to the November 7, 2022 NOV. DEP will retain the right to enforce the payment terms of this agreement.

**XI. PLAINTIFF'S RESERVATIONS**

40. Nothing in this JCO precludes DEP from taking judicial action against Defendants to require that Defendants perform the timely payment of the penalty as outlined in paragraphs 25 and 26 above.

41. The Department reserves, and this JCO is without prejudice to, all rights against the Defendants except those expressly released. This reservation of rights includes, but is not limited to, claims based on defendant American Fabric's failure to satisfy any payment term of this JCO.

**XV. DEFENDANTS' COVENANT**

42. Defendants covenant not to sue or assert any claim or cause of action against DEP concerning the matters addressed in the Complaint, the Amended Complaint, and this JCO, with the exception of the enforcement of the terms of this JCO. Except as specifically provided in this JCO, Defendants shall not be precluded from asserting any claim or cause of action, or taking any judicial, administrative or other action, in connection with any challenge, dispute, or other issues relating to any permits issued to Defendants or to any regulations that may apply to Defendants or their operations.

**XVI. DEFENDANTS' RESERVATIONS**

43. Defendants reserve, and this JCO is without prejudice to, all rights, claims and defenses they may have against DEP that are not expressly released in or otherwise subject to a covenant not to sue in this JCO.



**XVII. NO FINDINGS OR ADMISSIONS OF LIABILITY**

44. Neither the fact that the Defendants agreed to this JCO nor anything contained within this JCO, shall be considered an express or implied admission by the Defendants, a finding by this Court, or evidence of any issue of law or fact or of any wrongdoing, liability or violation of any permit, regulation, statute or law.

**XIX. EFFECT OF SETTLEMENT**

45. When entered, this JCO is submitted to the Court as a judicially approved settlement to resolve the claims set forth herein, and the Parties agree that, in approving this settlement, the Court has not made, and is not making, any findings of fact or conclusions of law with respect to any of the allegations or claims in the Complaint or Amended Complaint or otherwise asserted in this case. Nothing in this JCO is intended to be, or shall be construed as, an adjudication of the merits of any of Plaintiff's allegations or claims.

**XX. DISMISSAL OF THE COMPLAINT**

46. After Defendants have paid the civil penalty as required by this JCO and provided proof of payment to DEP within five (5) days, DEP will move to dismiss this action against the Defendants with prejudice.

**XXI. GENERAL PROVISIONS**

47. The Plaintiff enters this JCO pursuant to the police powers of the State of New Jersey for the enforcement of the laws of the State and the protection of the public health and safety and the environment. All obligations imposed upon the Defendants by this JCO are continuing regulatory obligations pursuant to the police powers of the State of New Jersey.
48. This JCO does not relieve Defendants from obtaining and complying with all applicable federal, state and local permits as well as applicable statutes, codes, rules, and regulations, and orders.
49. No payment owed or made pursuant to this JCO is intended to constitute a debt, damage claim, penalty, or other claim that may be limited or discharged in a bankruptcy proceeding.
50. This JCO shall be governed and interpreted under the laws of the State of New Jersey.
51. Except as otherwise provided in paragraph 39, nothing in this JCO shall preclude DEP from taking enforcement action against Defendants for matters not set forth in the findings of this JCO or the NOV dated November 7, 2022.
52. If any provision of this JCO or the application thereof to any person or circumstance, to any extent, is held to be invalid or unenforceable, (a) the Parties hereto shall negotiate in good

faith a valid and enforceable provision as similar in terms to such invalid or unenforceable provisions as may be possible, and (b) the remainder of this JCO or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this JCO shall be valid and enforced to the fullest extent permitted by law.

53. Each party represents that they have read this JCO and has had it fully explained by counsel, if such party so chooses, and is fully aware of the contents and legal effect of this JCO. This JCO constitutes the entire agreement among the parties and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, regarding the matters that are the subject of this JCO. The parties acknowledge (a) that no statements or promises, oral or otherwise, have been made that are not embodied in this JCO, (b) that they have not executed this JCO in reliance on any such statement or promise, and (c) that no statement or promise not contained in this JCO, including any purported supplements, modifications, waivers, or termination of this JCO shall be valid unless executed in writing by all the Parties.

54. Nothing in this JCO shall be deemed to alter the Court's power to enforce, supervise, or approve modifications of this JCO.

**XXII. RETENTION OF JURISDICTION**

55. This Court retains jurisdiction over both the subject matter of this JCO and the Parties for the duration of the performance of the terms and provisions of this JCO for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this JCO, or to effectuate or enforce compliance with its terms, or to resolve disputes.

**XXIII. ENTRY OF THIS JCO**

56. If for any reason the Court should decline to approve this JCO in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation among the Parties.

**XXIV. SIGNATORIES**

57. Each undersigned representative of Plaintiff and Defendants to this JCO certifies that he or she is authorized to enter into the terms and conditions of this JCO, and to execute and legally bind such Party to this JCO.

58. This JCO may be signed and dated in any number of counterparts, each of which shall be an original, and such counterparts shall together be one and the same JCO.

59. The Parties to this JCO agree that it was negotiated fairly between them at arms' length and that the final terms of this JCO shall be deemed to have been jointly and equally drafted by them, and that the provisions of this JCO therefore should not be construed against a Party to it on the grounds that the Party drafted or was more responsible for drafting the provision(s).

NOW, THEREFORE, with the consent of the Parties, and for good cause shown, it is hereby ORDERED on this 19 day of December, 2022 that:

1. The claims asserted against the defendant, JDM Group, LLC., are dismissed with prejudice;
2. Further proceedings in this litigation shall be stayed pending the DEP's receipt of the settlement payment described herein, within 5 days after which the DEP shall submit the Order to the Court dismissing all claims against the remaining Defendants with prejudice.

/S/ Thomas F. Brogan

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**Thomas F. Brogan, P. J. Cv.**

Consent to the form and entry of this Order:

Matthew J. Platkin  
Attorney General of New Jersey

Waters, McPherson, McNeill, PC

By: Dianna Shinn  
Dianna Shinn  
Deputy Attorney General  
State of New Jersey  
(609) 376-2789

By: Steven Gray  
Steven R. Gray  
Waters, McPherson, McNeill, P.C.  
P.O. Box 1560  
300 Lighting Way  
Secaucus, NJ 07096  
(201) 330-7459

Attorney for Plaintiff

Attorney for Defendants

**EXHIBIT A**

MATTHEW J. PLATKIN  
ATTORNEY GENERAL OF NEW JERSEY  
R.J. Hughes Justice Complex  
25 Market Street  
P.O. Box 093  
Trenton, NJ 08625-0093  
Attorney for Plaintiffs

By: Dianna Shinn, Deputy Attorney General  
Attorney ID: 242372017  
(609) 376-2789  
[Dianna.Shinn@law.njoag.gov](mailto:Dianna.Shinn@law.njoag.gov)

NEW JERSEY DEPARTMENT OF	:	SUPERIOR COURT OF NEW JERSEY
ENVIRONMENTAL PROTECTION, and	:	LAW DIVISION: PASSAIC COUNTY
THE COMMISSIONER OF THE NEW	:	DOCKET NO.: PAS-L-002544-20
JERSEY DEPARTMENT OF	:	
ENVIRONMENTAL PROTECTION,	:	Civil Action
	:	
Plaintiffs,	:	ORDER ENTERING FINAL JUDGMENT
	:	
v.	:	
	:	
AMERICAN FABRIC PROCESSORS	:	
LLC, JDM GROUP, LLC., DAVID	:	
BINSON, individually, JACOB BINSON,	:	
Individually, "XYZ CORPORATIONS" 1-	:	
10 (Names Fictitious); and "JOHN AND/OR:	:	
JANE DOES" 1-10 (Names Fictitious),	:	
	:	
Defendants.	:	

WHEREAS, this Court entered a Consent Order on December \_\_\_\_, 2022 incorporating the terms of settlement and requiring the payment of a statutory penalty; and

WHEREAS, the DEP has received the required settlement payment;

IT IS on this \_\_\_\_ day of December, 2022, hereby

ORDERED, that the claims asserted against the Defendants, American Fabric Processors, LLC, JDM Group 1, LLC (as substituted for JDM Group, LLC in the Consent Order), Jacob Binson, individually, David Binson, individually, "XYZ Corporations" 1-10 (Names Fictitious),



and “John and/or Jane Does” 1-10 (Names Fictitious) in the Complaint and Amended Complaint are dismissed with prejudice.

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Honorable Darren Del Sardo, J.S.C.