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

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,	:	
	:	<u>Civil Action</u>
	:	COMPLAINT
Plaintiffs,	:	
v.	:	
MONK'S AMOCO, INC.; HOOPER MONK, Individually,	:	
Defendants,	:	

Plaintiffs, the New Jersey Department of Environmental Protection (the "Department" or "DEP"), The Commissioner of the New Jersey Department of Environmental Protection

("Commissioner"), and the Administrator of the New Jersey Spill Compensation Fund (the "Administrator") (collectively, the "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, file this Complaint against the above-named defendants, and allege as follows:

STATEMENT OF THE CASE

1. The Plaintiffs bring this civil action pursuant to the 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 to -35, and the common law, for reimbursement of the costs Plaintiffs have incurred, and will incur, as a result of the discharge of hazardous substances at the Monk's Amoco, Inc. Site, also known as the Monk's Service Station Site in the City of Camden, Camden County, New Jersey.
2. Since 1979, Monk's Amoco, Inc. has owned and operated a retail gas station and automotive repair shop at the Property on South Broadway in Camden. The Property has been the location of a number of discharges. After Monk's Amoco, Inc. failed to uphold its obligation to remediate the discharges of hazardous substances, the Department expended public funds to

begin soil and groundwater remediation. The Department is now seeking to recover its costs from Monk's Amoco, Inc. and Hooper Monk (collectively "Defendants").

THE PARTIES

3. The Department 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.
4. The Commissioner is the Commissioner of the Department, N.J.S.A. 58:10A-3, and in that capacity 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 through -19.
5. The Administrator is the chief executive officer of the New Jersey Spill Compensation Fund ("the Spill Fund"). N.J.S.A. 58:10-23.11j. As 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. Defendant Monk's Amoco, Inc. ("Monk's Amoco") is a corporation that was organized in 1975 under the laws of the State of New Jersey with a principal place of business at 710 Broadway, Camden, New Jersey. Monk's Amoco had its corporate status revoked in 1994 for failure to file annual reports for two consecutive years.
7. Defendant Hooper Monk is an individual who was a corporate officer and/or agent of defendant Monk's Amoco and was responsible for the conduct of Monk's Amoco that led to the discharges and violations alleged in this Complaint and/or exercised sufficient authority and control over Monk's Amoco to prevent or correct the occurrence of the discharges and violations, but failed to do so.

GENERAL ALLEGATIONS

8. The site that is the subject of this Complaint is located at 710 Broadway, Camden, New Jersey, also known as Block 289, Lot 12¹ on the Tax Map of the City of Camden (the "Property") and all other areas where any hazardous substances discharged there have come to be located (collectively, the "Site"), which the Department has also designated as Site Remediation Program Interest Numbers #002313 and #001030.

¹ The Property was previously known as Block 389, Lot 12.

9. The Property totals approximately half an acre in size.
10. The area surrounding the Property consists of a mix of commercial establishments and some residential housing. The Property is bounded to the south by Pine Street, west by South Broadway and to the east by St. John Avenue. The Property is bounded to the north by mixed-use commercial and residential buildings.
11. By deed dated February 27, 1979, Monk's Amoco purchased the Property from Providence Bank as Successor Trustee under Deed of Trust of Helen A. Beresin for the purchase price of \$31,100.
12. Defendant Monk's Amoco remains the title owner of the Property.

OPERATION OF THE STATION AND CONTAMINATION

13. The Property has been in use as a service station and/or auto repair facility since at least 1969. Currently, the Property is the location of D-Champ Auto Repairs.
14. The Property is the former location of four 8,000 gallon gasoline underground storage tanks ("USTs"), two smaller USTs for kerosene and heating oil, two 6,000 gallon gasoline USTs, and four 2,000 gallon gasoline USTs that were abandoned in place at the Property in 1976.

15. On April 2, 1984, the owner of a tavern located adjacent to the Property notified the Department of gasoline odors in the tavern's basement. The Department investigated and observed gasoline on the floor of the basement and obtained samples of the gasoline for analysis. The Camden County Fire Marshall's Office installed an exhaust fan to remove flammable vapors and absorbed the gasoline using absorbent pads.
16. Beginning on April 5, 1984, the Department investigated the Property and observed gasoline in the soil at a depth of eight feet in the northwest corner of the Property.
17. On April 6, 1984, the Department issued Hooper Monk, principal of Monk's Amoco, a Notice of Violation and instructed Hooper Monk to begin remediation at the Property.
18. From April 10, 1984 through April 14, 1984, the Department installed a recovery well at the northwest portion of the Property and installed seven monitoring wells at and near the Property.
19. On April 13, 1984, the Department observed a sheen indicative of gasoline product in monitoring well #1.
20. As a result of the installation of the monitoring wells, the Department determined that the ground water flowed northwesterly at the Site.
21. On April 16, 1984, DEP issued a Spill Act Directive to Hooper

- Monk, principal of Monk's Amoco, requiring Hooper Monk to determine the extent of contamination, remove and dispose of contaminated soil, and propose a ground-water remedial investigation and remedial action plan.
22. On June 1, 1984, DEP responded to a complaint at the adjacent tavern and observed gasoline seeping through the southern wall of the tavern basement.
 23. From June 2 to June 7, 1984, DEP installed a ground-water recovery system at the Property. DEP operated the ground-water recovery system until approximately January 1985, recovering and disposing of approximately 300 gallons of gasoline from the ground water.
 24. On May 8, 1985, DEP received an Underground Storage Tank Registration Questionnaire from Monk's Amoco describing a total of 10 USTs at the Property.
 25. From July 8 to July 10, 1986, DEP also installed additional monitoring wells, which further confirmed the existence of gasoline contamination at and near the Property.
 26. In February 1987, DEP collected ground-water samples from 12 monitoring wells at and near the Property, the results of which showed contamination of gasoline constituents above the Department's Ground Water Quality Standards for ethylbenzene at 3,400 micrograms per liter ("ug/l" or parts per billion,

"ppb"), benzene at 5,500 ppb, toluene at 70,000 ppb, and xylenes at 21,000 ppb.

27. By letter dated February 7, 1992, the DEP directed Hooper Monk, principal of Monk's Amoco, to conduct a follow-up survey of the monitoring wells to assess the current condition of the groundwater at the Site.
28. On May 19, 1992 and June 23, 1993, the Department accessed the monitoring wells at and near the Property and, using a photoionization detector, detected elevated levels of volatile organic compounds in the ground water.
29. In 1993, the owner of the adjacent tavern detected gasoline when installing a sump in the basement. The odors ceased after broken concrete in the basement was resealed.
30. On November 24, 1993, DEP issued a Joint Directive and Notice to Insurers to Monk's Amoco, Hooper Monk, and Amoco Oil Company requiring them to pay DEP \$93,150 so that DEP could conduct a remedial investigation at the Site.
31. The Department investigated the Site again in 1995 and collected samples from the existing monitoring wells, the results of which showed contamination of gasoline constituents above the Department's Ground Water Quality Standards for lead at 157 ppb, benzene at 800 ppb, toluene at 17,000 ppb, ethylbenzene at 3,000 ppb, xylene at 12,700 ppb,

and MTBE at 2,000 ppb.

32. In May 1997, the Department checked the monitoring wells for free-product and vapors. Using a photoionization detector, DEP detected elevated concentrations of volatile organic compounds in the ground water.
33. On August 25, 1998, Brinkerhoff Environmental notified the DEP of soil contamination at the Property that was discovered during the removal of a single 3,000 gallon UST.
34. The Department investigated the Site again in April 1999 and collected samples from the existing monitoring wells, the results of which showed contamination of gasoline constituents above the Department's Ground Water Quality Standards.
35. In May 1999, the Department removed four 2,000 gallon gasoline USTs that had been abandoned in place at the eastern portion of the Property in 1976.
36. On October 3, 2002, the United States Environmental Protection Agency, Region II, issued Hooper Monk as owner/operator a notice of violation for failure to operate and maintain corrosion protection for three USTs, failure to provide adequate line tightness for UST piping, and failure to maintain records.

37. On August 1, 2003, the Department was notified that three 8,000 gallon USTs had failed leak detection tests.
38. On October 14, 2003, the Department issued a Field Notice of Violation to Monk's Amoco and Hooper Monk, which noted a number of violations and imposed a gasoline delivery ban to the Property.
39. In August 2011, the Department contracted for the removal of three 8,000 gallon USTs from the western portion of the Property.
40. The Department, between 1984 and the present, installed and sampled 18 monitoring wells, installed and operated a ground-water recovery system, and removed USTs from the Property, among other activities.
41. During the time that Defendant Monk's Amoco Inc. owned 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 ethylbenzene, benzene, toluene, and xylenes.
42. Remediation remains to be completed at the Site. This may include, but is not limited to, ground-water sampling and delineation, performance of a vapor intrusion study, completion of a remedial investigation, and completion of a remedial action, as necessary.

43. Hooper Monk, as an officer of Monk's Amoco, was responsible for the conduct that directly led to the discharges of hazardous substances at the Property and violations of, among other statutes and regulations, the Spill Act and WPCA, and exercised sufficient authority over Monk's Amoco to prevent or correct the occurrence of discharges and violations, but failed to do so. As such, Hooper Monk is a responsible corporate official of Monk's Amoco, Inc. and is responsible for the discharges and violations alleged in this Complaint.
44. The Department has incurred past cleanup and removal costs for the Site.

FIRST COUNT

Spill Act

45. The Plaintiffs repeat each allegation of Paragraph Nos. 1 through 44 above as though fully set forth in its entirety herein.
46. Except as otherwise provided in N.J.S.A. 58:10-23.11g12, which is not applicable here, 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).

47. The costs that Plaintiffs have incurred, and will incur, for the remediation of the Property are "cleanup and removal costs" within the meaning of N.J.S.A. 58:10-23.11b., and are recoverable pursuant to N.J.S.A. 58:10-23.11u.b.(2), (4), and (5).
48. Defendants Monk's Amoco and Hooper Monk are "persons" within the meaning of N.J.S.A. 58:10-23.11b.
49. Monk's Amoco, as the owner of the USTs from which hazardous substances were discharged, is a discharger, and, as an 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 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).
50. Hooper Monk, as an officer of Monk's Amoco who was responsible for the conduct that directly led to the discharges of hazardous substances at the Property and violations of the Spill Act, and/or as a person who exercised sufficient authority over Monk's Amoco to prevent or correct the discharges and violations of the Spill Act, but failed to do so, is a "discharger" or a person "in any way responsible,"

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).

51. By failing to comply with the Department's Directives and Notices to Insurers, Defendants are strictly liable, 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 discharge of hazardous substances at the Site. N.J.S.A. 58:10-23.11f.a.(1).
52. 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 under the Spill Act, N.J.S.A. 58:10-23.11u.b.(5).
53. 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, jointly and severally, without regard to fault, to reimburse Plaintiffs 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) Entering declaratory judgment against Defendants, jointly and severally, without regard to fault, for all cleanup and removal costs Plaintiffs will incur as a result of the discharge of hazardous substances at and from the Property;
- d) Entering declaratory judgment against Defendants, without regard to fault, in an amount equal to three times all cleanup and removal costs Plaintiffs have incurred and will incur as a result of the discharge of hazardous substances at the Property;
- e) Entering declaratory judgment against the Defendants, compelling Defendants to perform any further cleanup of

the Site in conformance with the Site Remediation Reform Act, N.J.S.A. 58:10C-1 to -29, and all other applicable laws and regulations;

- f) Awarding Plaintiffs their costs and fees incurred in this action; and
- g) Awarding Plaintiffs any other relief this Court deems appropriate.
- h) 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 II

WATER POLLUTION CONTROL ACT

- 54. Plaintiffs repeat each allegation of Paragraphs Nos. 1 through 53 above as though fully set forth in their entirety herein.
- 55. Defendants Monk's Amoco and Hooper Monk are "persons" within the meaning of N.J.S.A. 58:10A-3 and have violated the WPCA.
- 56. It is unlawful for any person to discharge any pollutant into the ground waters of the State, except to the extent the

discharge conforms with a valid New Jersey pollutant discharge elimination system permit issued by the Commissioner pursuant to the WPCA, or pursuant to a valid national pollutant discharge elimination system permit issued pursuant to the federal Water Pollution Control Act, 33 U.S.C.A 1251 to 1387. N.J.S.A. 58:10A-6(a).

57. The unauthorized discharge of pollutants into the ground waters of the State is a violation of the WPCA for which any person who is the discharger is strictly liable, without regard to fault. N.J.S.A. 58:10A-6(a).
58. Monk's Amoco 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 Monk's Amoco is liable, without regard to fault, for all costs and damages incurred by the Commissioner for the discharges of pollutants into the ground waters of the State at and near the Property.
59. Hooper Monk was responsible for the conduct of Monk's Amoco that directly led to the discharges to the ground waters of the State at and near the Property, and he exercised sufficient authority over Monk's Amoco to prevent or correct the occurrence of those discharges and to correct Monk's

Amoco's subsequent failure to perform the remediation, but failed to do so.

60. The Commissioner has incurred, and will incur, costs and damages as a result of the discharges of pollutants into the ground waters of the State at and near the Property.
61. Under N.J.S.A. 58:10A-10c, the 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 establishment of a violation of the WPCA, including the costs of preparing and litigating the case, N.J.S.A. 58:10A-10c(2); any 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) Permanently enjoining Defendants by requiring them to remove, correct, or terminate the adverse effects upon water quality resulting from the unauthorized discharges of pollutants into the ground waters of the State;
- b) Entering an order assessing Defendants, without regard to fault, the reasonable costs for any investigation, inspection, or monitoring survey, which led to establishment of their violation of the WPCA, including the costs of preparing and litigating this case;
- c) Entering declaratory judgment against Defendants, without regard to fault, assessing all reasonable costs that will be incurred for any investigation, inspection, or monitoring survey, which led, or will lead, to establishment of their violation, including the costs of preparing and litigating this case;
- d) Entering an order assessing Defendants, without regard to fault, all reasonable costs incurred for removing, correcting or terminating the adverse effects upon water quality resulting from their unauthorized discharge of pollutants into the ground waters of the State;
- e) Entering declaratory judgment against Defendants, without regard to fault, assessing 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 into the ground waters of the State;

- 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 they have enjoyed as a result of a competitive market advantage, or any other benefit they have received as a result of having violated the WPCA;
- g) Entering declaratory judgment against Defendants, without regard to fault, assessing 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 they have 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.
- j) The Plaintiffs are not seeking, and this Complaint should not be characterized as asserting a claim for, natural resource damages. The Plaintiffs reserve the right to bring a claim in the future for natural resource damages arising out of the hazardous substances existing at the Property.

COUNT III

UNJUST ENRICHMENT

- 62. Plaintiffs repeat each allegation of Paragraphs Nos. 1 through 61 above as though fully set forth in their entirety herein.
- 63. To establish unjust enrichment, a plaintiff must show both that defendant received a benefit and that retention of that benefit without payment would be unjust.
- 64. Plaintiffs have used and will continue to use public funds to remediate the contamination at the Site.
- 65. Plaintiffs' expenditure of public funds for the remediation of the Site, which otherwise would have been Defendants' obligation to fully fund or perform, has unjustly enriched the Defendants.

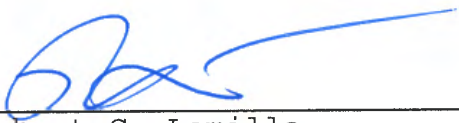
66. Defendants have failed to complete the remediation of the Site, causing the Plaintiffs to expend public funds. Therefore, Defendants are required by law and by equity to reimburse Plaintiffs accordingly.

WHEREFORE, Plaintiffs request judgment in their favor:

- a) Declaring that the Defendants have been unjustly enriched by the Plaintiffs' expenditure of public funds to remediate the Site;
- b) Ordering the Defendants to reimburse Plaintiffs for costs Plaintiffs have incurred, and will incur, to remediate the Site, with applicable interest;
- c) Entering judgment against the Defendants for all other compensatory and consequential damages; and
- d) Awarding the Plaintiffs such other relief as this Court deems appropriate.

e) 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.

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

By: 


Robert G. Lamilla
Deputy Attorney General

Dated: December 6, 2018

DESIGNATION OF TRIAL COUNSEL

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

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

By: 

Robert G. Lamilla
Deputy Attorney General

Dated: December 6, 2018

CERTIFICATION REGARDING OTHER PROCEEDINGS AND PARTIES

Undersigned counsel hereby certifies, that the matters in controversy in this action are and have been the subject of the following actions:

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 Plaintiff's knowledge, none of the Defendants are defendants in this action.

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 Plaintiff's knowledge, none of the Defendants are defendants in this action.

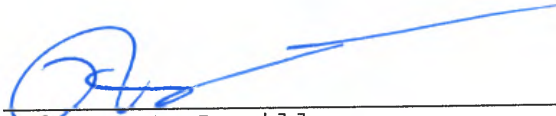
New Jersey Department of Environmental Protection v. Amerada Hess, Civil Action No. 15-6468 (DNJ) (FLW). This is an action seeking compensation for the destruction of natural resources by the hazardous substance, MTBE. To the Plaintiff's knowledge, none of the Defendants are defendants in this action.

The undersigned counsel further certifies that the matters in controversy in this action are not the subject of any other pending or contemplated 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 non-party later becomes known to the 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:



Robert G. Lamilla
Deputy Attorney General

Dated: December 6, 2018

Civil Case Information Statement

Case Details: CAMDEN | Civil Part Docket# L-004571-18

Case Caption: DEPT OF ENV. PROTECT ION VS MONK'S AMOCO, INC.

Case Initiation Date: 12/06/2018

Attorney Name: ROBERT GREGORY LAMILLA

Firm Name: ATTORNEY GENERAL LAW

Address: 25 MARKET STREET PO BOX 93

TRENTON NJ 08625

Phone:

Name of Party: PLAINTIFF : Dept of Env. Protection

Name of Defendant's Primary Insurance Company

(if known): Unknown

Case Type: ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION

Document Type: Complaint

Jury Demand: NONE

Hurricane Sandy related? NO

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

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 *Rule 1:38-7(b)*

12/06/2018

Dated

/s/ ROBERT GREGORY LAMILLA

Signed