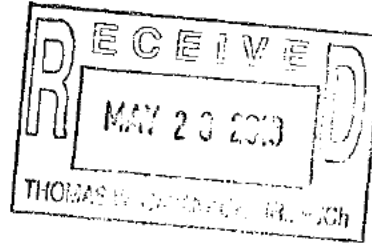
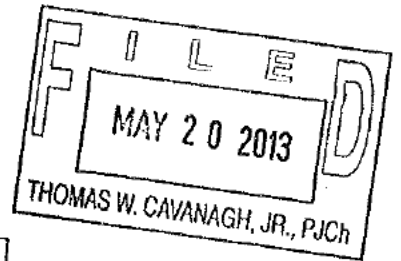


JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Plaintiffs

By: Glenn T. Graham / Jeffrey Koziar
Deputy Attorneys General
[REDACTED]



SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MONMOUTH COUNTY
DOCKET NO. MON-C- 80 -13

JEFFREY S. CHIESA, Attorney General of the State of New Jersey,
ERIC T. KANEFISKY, Director of the New Jersey Division of
Consumer Affairs, and ROBERT J. CAMPANELLI, Acting
Superintendent of the State of New Jersey, Office of Weights and
Measures,

Plaintiffs,

v.

PASMEL PROPERTY, INC.; DANINKA FUEL, INC. d/b/a GETTY;
MANTUA PIKE LUKOIL, INC. d/b/a EXPRESS FUEL OF
TRENTON; ELM - ST. GEORGE S/S INC. d/b/a KEYPORT DELTA;
EVERGREEN LUKOIL INC. d/b/a MANASQUAN LUKOIL;
LAWRENCEVILLE LUKOIL, INC.; SCOTCH PLAINS LUKOIL,
INC.; LEE TRANSPORT SYSTEMS, LLC; AND ZEPHYR OIL AND
GAS, LLC; JANE AND JOHN DOES 1-10, individually and as owners,
officers, directors, shareholders, founders, managers, agents, servants,
employees, representatives and/or independent contractors of PASMEL
PROPERTY, INC.; DANINKA FUEL, INC. d/b/a GETTY; MANTUA
PILE LUKOIL, INC. d/b/a EXPRESS FUEL OF TRENTON; ELM -
ST. GEORGE S/S INC. d/b/a KEYPORT DELTA; EVERGREEN
LUKOIL INC. d/b/a MANASQUAN LUKOIL; LAWRENCEVILLE
LUKOIL, INC.; SCOTCH PLAINS LUKOIL, INC.; LEE
TRANSPORT SYSTEMS, LLC; AND ZEPHYR OIL AND GAS, LLC
and XYZ CORPORATIONS 1-10,

Defendants.

Civil Action

COMPLAINT

Plaintiffs Jeffrey S. Chiesa, Attorney General of the State of New Jersey (“Attorney General”), with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey, Eric T. Kanefsky, Director of the New Jersey Division of Consumer Affairs (“Director”), with offices located at 124 Halsey Street, Seventh Floor, Newark, New Jersey, and Robert J. Campanelli, Acting Superintendent of the New Jersey Office of Weights and Measures (“Superintendent”), with offices located at 1261 Routes 1 & 9 South, Avenel, New Jersey, by way of Complaint state:

PRELIMINARY STATEMENT

1. Businesses that distribute or sell merchandise have a responsibility to accurately describe the nature of their products, so that consumers can make informed decisions as to such purchases. This is particularly important with respect to the sale of fuel for motor vehicles because, among other things, consumers cannot independently verify the grade of fuel purchased. Pasmel Property, Inc. (“Pasmel”), Daninka Fuel, Inc. d/b/a Getty (“Daninka”), Mantua Pike Lukoil, d/b/a Express Fuel of Trenton (“Express Fuel”), Elm – St. George S/S Inc. d/b/a Keyport Delta (“Keyport Delta”), Evergreen Lukoil Inc. d/b/a Manasquan Lukoil (“Manasquan Lukoil”), Lawrenceville Lukoil, Inc. (“Lawrenceville Lukoil”), Scotch Plains Lukoil, Inc. (“Scotch Plains Lukoil”), Lee Transport Systems, LLC (“Lee Transport”) and Zephyr Oil and Gas, LLC (“Zephyr Oil”) (collectively, “Defendants”) failed to meet that responsibility by either distributing or selling to consumers 100 octane aviation gasoline (“Aviation Fuel”) that was misrepresented as traditional grades of fuel being sold for motor

vehicle use. In so doing, the safety of consumers who unknowingly purchased Aviation Fuel was potentially put at risk.

2. As detailed below, Defendants' conduct constitutes numerous violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 et seq. ("Advertising Regulations"), the Weights and Measures Act, N.J.S.A. 51:1-1 et seq., the Motor Fuels Act, N.J.S.A. 56:6-1 et seq., and the Regulations Governing the Retail Sales of Motor Fuels, N.J.A.C. 18:19-1.1 et seq. ("Motor Fuels Regulations").

PARTIES AND JURISDICTION

3. The Attorney General is charged with the responsibility of enforcing the CFA and all regulations promulgated thereunder, N.J.A.C. 13:45A-1.1 et seq. ("CFA Regulations"). The Director is charged with the responsibility of administering the CFA and the CFA Regulations on behalf of the Attorney General.

4. Pursuant to N.J.S.A. 51:1-42, the New Jersey Office of Weights and Measures ("Office of Weights and Measures") in the Department of Law and Public Safety, is charged with the responsibility, among other things, of establishing a uniform standard of weights and measures and to provide penalties for the use of other than standard or legal weights and measures, as provided in the Weights and Measures Act, N.J.S.A. 51:1-1.

5. The Superintendent is charged with the responsibility of administering the Weights and Measures Act and all the regulations promulgated thereunder. Pursuant to N.J.S.A. 56:6-4.1, the Superintendent may recover penalties for violations of the Motor Fuels Act and the Motor Fuels Regulations.

6. By this action, the Attorney General, Director and Superintendent (collectively, "Plaintiffs") seek injunctive and other relief for violations of the CFA, the Advertising Regulations, the Weights and Measures Act, the Motor Fuels Act and the Motor Fuels Regulations. Plaintiffs bring this action pursuant to their authority under the CFA and/or the Motor Fuels Act, specifically N.J.S.A. 56:8-8, 56:8-11, 56:8-13, 51:1-103, 51:1-103.1, 51:4-2 and/or 56:6-4.1. Venue is proper in Monmouth County, pursuant to R. 4:3-2, because it is a county in which at least some of the Defendants have conducted business.

7. On May 16, 1996, Pasmel was established as a Domestic For Profit Corporation in the State. Pasmel maintains offices at 36 Polo Club Drive, Freehold, New Jersey 07728 ("36 Polo Club Drive Freehold").

8. Pasmel's President and registered agent is Mikheal Pasinkovsky ("M. Pasinkovsky"), who maintains a mailing address of 36 Polo Club Drive Freehold.

9. Upon information and belief, Pasmel owns and operates the following motor fuel stations in the State: Daninka; Express Fuel; Keyport Delta; Manasquan Lukoil; Lawrenceville Lukoil; and Scotch Plains Lukoil (collectively, "Pasmel Stations").

10. On August 20, 2008, Daninka was established as a For Profit Domestic Corporation in the State. At all relevant times, Daninka has maintained a main business address of 1282 Route 22 East, North Plainfield, New Jersey 07060.

11. M. Pasinkovsky is Daninka's corporate officer and registered agent.

12. On March 3, 2010, Express Fuel was established as a Domestic For Profit Corporation in the State. At all relevant times, Express Fuel has maintained a main business address of 2482 South Broad Street, Trenton, New Jersey 08610.

13. M. Pasinkovsky is Express Fuel's corporate officer. Express Fuel's registered agent is Roman Pasinkovsky ("R. Pasinkovsky"), who maintains a mailing address of 19 Ridge Road, Morganville, New Jersey 07751.

14. On November 20, 1989, Keyport Delta was established as a For Profit Corporation in the State. At all relevant times, Keyport Delta has maintained a main business address of 88 Route 36, Keyport, New Jersey 07735.

15. M. Pasinkovsky is Keyport Delta's Chief Executive Officer and registered agent.

16. On March 3, 2010, Manasquan Lukoil was established as a For Profit Corporation in the State. At all relevant times, Manasquan Lukoil has maintained a main business address of 222 Parker Avenue, Manasquan, New Jersey 08736.

17. M. Pasinkovsky is the corporate officer of Manasquan Lukoil. R. Pasinkovsky is the registered agent of Manasquan Lukoil.

18. On November 6, 2009, Lawrenceville Lukoil was established as a For Profit Corporation in the State. At all relevant times, Lawrenceville Lukoil has maintained a main business address of 2515 Brunswick Pike, Lawrenceville, New Jersey 08638.

19. M. Pasinkovsky and R. Pasinkovsky are Lawrenceville Lukoil's corporate officers. Lawrenceville Lukoil's registered agent is R. Pasinkovsky.

20. On March 3, 2010, Scotch Plains Lukoil was established as a For Profit Corporation in the State. At all relevant times, Scotch Plains Lukoil has maintained a main business address of 2239 North Avenue, Scotch Plains, New Jersey 07076.

21. M. Pasinkovsky is Scotch Plains Lukoil's corporate officer and R. Pasinkovsky is Scotch Plains Lukoil's registered agent.

22. On August 1, 2011, Zephyr Oil was established as a limited liability company in the State of New York. At all relevant times, Zephyr Oil has maintained a main business address of 372 Avenue U, Unit 4B, Brooklyn, New York 11223.

23. At all relevant times, Zephyr Oil has conducted business in New Jersey.

24. At all relevant times, Zephyr Oil has not maintained a registered office and/or appointed a registered agent for service of process in New Jersey.

25. On August 14, 2010, Lee Transport was established as a limited liability company in the State. At all relevant times, Lee Transport maintained a main business address of 228 Garden Road, Pittsgrove, New Jersey 08318.

26. Lee Transport's corporate officer and registered agent is Leon Sobczak, who maintains a mailing address of Garden Road, P.O. Box 602, Elmer, New Jersey 08318.

27. John and Jane Does 1 through 10 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, managers, agents, servants, employees, and/or representatives of Defendants who have been involved in the conduct that gives rise to this Complaint, but are heretofore unknown to Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

28. XYZ Corporations 1 through 10 are fictitious corporations meant to represent any additional corporations who have been involved in the conduct that gives rise to this Complaint, but are heretofore unknown to Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS:

A. Aviation Fuel Distribution Chain:

29. Upon information and belief, as of at least December 4, 2012, Chevron Products Company ("Chevron"), with a business address of 1500 Louisiana Street, Houston, Texas 77002, owned approximately Seventy-Two Thousand Nine Hundred Eighteen (72,918) gallons of Aviation Fuel, which were stored at International Matex Tank Terminals – Bayonne, located at 250 East 22nd Street, Bayonne, New Jersey 07002 ("IMTT Bayonne").

30. Upon information and belief, the Aviation Fuel was stored in storage containers specifically dedicated for the storage of Aviation Fuel and in an area of IMTT Bayonne dedicated to Aviation Fuel.

31. On or about December 4, 2012, Chevron sold its inventory of Aviation Fuel stored at IMTT Bayonne to West Cal Commodities ("West Cal"), with a main business address of 6 Corte Vizcaya, San Clemente, California 92673.

32. On or about December 4, 2012, West Cal sold the Aviation Fuel stored at IMTT Bayonne to Zephyr Oil.

33. On or about December 4, 2012, Zephyr Oil sold the Aviation Fuel stored at IMTT Bayonne to Pasmel at a significant discount compared to the price of premium gas at the time.

34. Zephyr Oil contracted with Lee Transport to remove the Aviation Fuel from IMTT Bayonne and deliver it to the Pasmel Stations.

35. Upon information and belief, between December 5, 2012 and December 7, 2012, Lee Transport removed the Aviation Fuel from IMTT Bayonne on behalf of Zephyr Oil and Pasmel.

36. The bills of lading for the Aviation Fuel clearly noted that the fuel was “AVGAS – Aviation.” Likewise, the loading forms signed by Lee Transport reflected the product as being “AVGAS”, as did the weight tickets from IMTT Bayonne.

B. Sale of Aviation Fuel By The Pasmel Stations:

37. Zephyr Oil caused the Aviation Fuel to be delivered to the Pasmel Stations, through Lee Transport, in the following manner: (a) On December 6, 2012, Eight Thousand Ninety-Nine (8,099) gallons to Scotch Plains Lukoil; (b) On December 7, 2012, Sixteen Thousand Two Hundred Twenty-Three (16,223) gallons to Keyport Delta; (c) On December 7, 2012, Sixteen Thousand Three Hundred Thirty-Seven (16,337) gallons to Daninka; (d) On December 6, 2012, Ten Thousand Two Hundred Ninety-Nine (10,299) gallons to Lawrenceville Lukoil; (e) On December 7, 2012, Five Thousand Six Hundred Ninety-Nine (5,699) gallons to Express Fuel; and (f) On December 7, 2012, Eight Thousand One Hundred Seventeen (8,117) gallons to Manasquan Lukoil.

38. In the afternoon of December 7, 2012, an employee of IMTT Bayonne learned from a Lee Transport driver that Lee Transport was delivering the Aviation Fuel to gas stations. After learning this information, IMTT Bayonne halted the remaining deliveries.

39. Upon information and belief, the remaining Eight Thousand One Hundred Forty-Four (8,144) gallons of Aviation Fuel purchased by Pasmel was not delivered to any of the Pasmel Stations as a result of IMTT Bayonne halting the remaining deliveries.

40. At all relevant times, Zephyr, Lee Transport and Pasmel knew, or should have known, that Aviation Fuel was delivered to the Pasmel Stations.

41. Aviation Fuel contains tetraethyl lead which may cause damage to most motor vehicles' catalytic converters and oxygen sensors.

C: Pasmel Stations' Business Practices:

42. At all relevant times, the Pasmel Stations exclusively engaged in the advertisement, offering for sale and/or sale of motor fuel to consumers.

43. Upon information and belief, at all relevant times and in the usual course of business, the Pasmel Stations engage in the advertisement, offering for sale and/or sale of the following grades of motor fuel to consumers: (a) unleaded 87 octane gasoline, commonly known as regular gasoline ("Regular Gasoline"); (b) unleaded 89 octane gasoline, commonly known as mid-grade or plus gasoline ("Plus Gasoline"); and (c) unleaded 93 octane gasoline, commonly known as premium gasoline ("Premium Gasoline").

44. From December 6, 2012 to approximately December 8, 2012, the Pasmel Stations advertised, offered for sale and/or sold Aviation Fuel to consumers while identifying the Aviation Fuel as Regular Gasoline, Plus Gasoline and/or Premium Gasoline.

45. Consumers unknowingly purchased the Aviation Fuel from the Pasmel Stations.

46. These consumers faced a potential risk of significant problems with their motor vehicles, including damage to their catalytic converters and oxygen sensors.

COUNT I

**VIOLATION OF THE MOTOR FUELS ACT
AND THE MOTOR FUELS REGULATIONS
BY PASMEL AND THE PASMEL STATIONS
(SUBSTITUTION OF ONE GRADE OF MOTOR FUEL FOR ANOTHER)**

47. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 46 above as if more fully set forth herein.

48. The Motor Fuels Act governs the sale of motor fuels by retail dealers within the State.

49. The Motor Fuels Regulations, N.J.A.C. 18:19-1.1 et seq., promulgated pursuant to the Motor Fuels Act, among other things, address the retail sale of motor fuel.

50. To the extent they engaged in the operation of service stations in the State, Pasmel and the Pasmel Stations are “retail dealers” within the definition of N.J.S.A. 56:6-1 and N.J.A.C. 18:19-1.1.

51. The Motor Fuels Act, N.J.S.A. 56:6-2(g), further provides as follows:

All above-ground equipment for storing or dispensing motor fuel operated by a retailer dealer shall bear, in a conspicuous place, the name or trade-mark of the product stored therein or dispensed therefrom, and no retail dealer shall permit delivery into underground or above-ground containers, tanks or equipment of any motor fuel or other than the brand represented or designated by the name or trade-mark appearing on such container or dispensing equipment attached thereto. No retail dealer shall be a party to the substitution of one grade of motor fuel for another.

52. Similarly, the Motor Fuels Regulations provides “[n]o retailer shall be a party to the substitution of one grade of motor fuel for another.” N.J.A.C. 18:19-2.5.

53. From approximately, December 6, 2012, through December 8, 2012, Pasmel and the Pasmel Stations substituted one grade of motor fuel for another when they permitted delivery of Aviation Fuel and advertised, offered for sale, and/or sold Aviation Fuel as Regular Gasoline, Plus Gasoline and/or Premium Gasoline.

54. Pasmel and the Pasmel Stations’ conduct constitutes multiple violations of the Motor Fuels Act and the Motor Fuels Regulations.

COUNT II

**VIOLATION OF THE WEIGHTS
AND MEASURES ACT BY PASMEL AND THE PASMEL STATIONS
(STORING, OFFERING FOR SALE, SELLING AND/OR AIDING IN THE
SALE OF LIQUID FUEL SO AS TO DECEIVE THE PURCHASER AS TO
THE NATURE, QUALITY AND/OR IDENTIFY THEREOF)**

55. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 54 above as if more fully set forth herein.

56. The Weights and Measures Act, N.J.S.A. 51:4-1, provides:

No person firm, partnership, association or corporation, their agents and servants, shall store, expose or offer for sale, or sell, or aid or assist in the sale of, any liquid fuel, lubricating oil, or other similar products, so as to deceive, or tend to deceive any purchaser as to the nature, quality or identity thereof by false representation, or by substitution, mixing or adulteration, or by the use of false or fictitious names, or by the use of disguised, camouflaged or falsely labeled containers, tanks, pumps or other distributing equipment, or by imitating the design, symbol or trade name under which recognized brands of such product are generally marketed.

57. From approximately December 6, 2012 through December 8, 2012, Pasmel and the Pasmel Stations permitted the delivery of Aviation Fuel, then advertised, offered for sale and/or sold it as Regular Gasoline, Plus Gasoline and/or Premium Gasoline, thus deceiving and/or tending to deceive consumers as to the nature, quality or identity of the motor fuel that the consumers purchased.

58. The conduct of Pasmel and the Pasmel Stations constitutes multiple violations of the Weights and Measures Act, N.J.S.A. 51:4-1.

COUNT III

VIOLATION OF THE CFA BY PASMEL
AND THE PASMEL STATIONS
(UNCONSCIONABLE COMMERCIAL PRACTICES AND DECEPTION)

59. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 58 above as if more fully set forth herein.

60. The CFA, N.J.S.A. 56:8-2, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby...

61. The Clean Air Act, 42 U.S.C. § 7545 governs the regulation of fuels and provides in pertinent part:

(g) Misfueling.

(1) No person shall introduce, or cause or allow the introduction of, leaded gasoline into any motor vehicle which is labeled 'unleaded gasoline only,' which is equipped with a gasoline tank filler inlet designed for the introduction of unleaded gasoline, which is a 1990 or later model year motor vehicle, or which such person knows or should know is a vehicle designed solely for the used on unleaded gasoline.

...

(n) Prohibition on leaded gasoline for highway use. After December 31, 1995, it shall be unlawful for any person to sell, offer for sale, supply, offer for supply, dispense, transport, or introduce into commerce, for use as fuel in any motor vehicle... any gasoline which contains lead or lead additives.

62. In the operation of their businesses, Pasmel and the Pasmel Stations have engaged in the use of unconscionable commercial practices and deception including, but not limited to, the following:

- a. Advertising and offering for sale Regular Gasoline, Plus Gasoline and/or Premium Gasoline, but actually selling Aviation Fuel;
- b. Advertising and offering for sale unleaded grades of gasoline (e.g. regular Gasoline, Plus Gasoline and/or Premium Gasoline), but actually selling Aviation Fuel which contains lead;
- c. Advertising and offering for sale to consumers with motor vehicles labeled "unleaded gasoline only" unleaded gasoline, but actually selling to them, without their knowledge, Aviation Fuel that contains lead, in violation of the Clean Air Act, 42 U.S.C. § 7545(g)(1); and
- d. Advertising, offering for sale and/or selling Aviation Fuel that contains lead to consumers, when such is prohibited by the Clean Air Act, specifically 42 U.S.C. § 7545(n).

63. Each unconscionable commercial practice and act of deception by Pasmel and the Pasmel Stations constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.

COUNT IV

VIOLATION OF THE CFA BY PASMEL AND THE PASMEL STATIONS (FALSE PROMISES AND/OR MISREPRESENTATIONS)

64. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 63 above as if more fully set forth herein.

65. Pasmel and the Pasmel Stations' conduct in violation of the CFA includes, but is not limited to, the following false promises and/or misrepresentations:

- a. Leading consumer to believe that they were purchasing Regular Gasoline, Plus Gasoline and/or Premium Gasoline, when such is not the case; and
- b. Advertising and/or offering for sale unleaded Regular Gasoline, Plus Gasoline and/or Premium Gasoline while actually selling Aviation Fuel that contains lead.

66. Each false promise and/or misrepresentation by Pasmel and the Pasmel Stations constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.

COUNT V

**VIOLATION OF THE ADVERTISING REGULATIONS
BY PASMEL AND THE PASMEL STATIONS**

67. Plaintiffs repeat and reallege the allegations contained in paragraph 1 through 66 above as if more fully set forth herein.

68. The Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., promulgated pursuant to the CFA, among other things, address general advertising practices.

69. Specifically, the Advertising Regulations govern general advertising practices and provide, in pertinent part:

(a) Without limiting the application of N.J.S.A. 56:8-1 et seq., the following practices shall be unlawful with respect to all advertisements:

...

9. The making of false or misleading representations of facts concerning the reasons for, existence or amounts of price reductions, the nature of an offering or the quantity of advertised merchandise available for sale.

[N.J.A.C. 13:45A-9.2 (a)(9).]

70. In the operation of their business, Pasmel and the Pasmel Stations violated the Advertising Regulations by advertising Regular Gasoline, Plus Gasoline and/or Premium Gasoline, when such was actually Aviation Fuel.

71. Each violation of the Advertising Regulations by Pasmel and the Pasmel Stations constitutes a per se violation of the CFA, N.J.S.A. 56:8-2.

COUNT VI

**VIOLATION OF THE CFA
BY ZEPHYR OIL AND LEE TRANSPORT
(UNCONSCIONABLE COMMERCIAL PRACTICES)**

72. Plaintiffs repeat and reallege the allegations contained in paragraph 1 through 71 above as if more fully set forth herein.

73. Zephyr Oil and Lee Transport's conduct in violation of the CFA includes, but is not limited to, the following unconscionable commercial practices:

- a. Selling, distributing, and/or causing to be distributed Aviation Fuel to the Pasmel Stations;
- b. Selling, distributing, and/or causing to be distributed Aviation Fuel that they knew, or should have known, would be sold to consumers; and
- c. Selling, distributing, and/or causing to be distributed Aviation Fuel as Regular Gasoline, Plus Gasoline and/or Premium Gasoline.

74. Each unconscionable commercial practice by Zephyr Oil and Lee Transport constitutes a separate violation of the CFA, N.J.S.A.56:8-2.


PRAYER FOR RELIEF

WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that the Court enter judgment against Defendants:

- (a) Finding that the acts of Defendants constitute multiple violations of the CFA, the Advertising Regulations, the Weights and Measures Act, the Motor Fuels Act and the Motor Fuels Regulations;
- (b) Permanently enjoining Defendants, along with their agents, employees, representatives, independent contractors, corporations, subsidiaries, affiliates, successors, assigns and all other persons or entities directly under his control, from engaging in, continuing to engage in, or doing any acts or practices in violation of the CFA, the Advertising Regulations, the Weights and Measures Act, the Motor Fuels Act and the Motor Fuels Regulations;

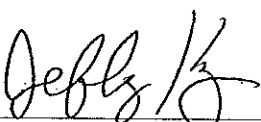
- (c) Directing Defendants to restore to any affected person, whether or not named in this Complaint, any money or real or personal property acquired by means of any practice alleged herein to be unlawful and found to be unlawful, as authorized by the CFA, N.J.S.A. 56:8-8;
- (d) Directing Defendants to pay the maximum statutory civil penalties for each violation of the CFA, in accordance with N.J.S.A. 56:8-13, the Weights and Measures Act, in accordance with N.J.S.A. 51:4-2, and the Motor Fuels Act, in accordance with N.J.S.A. 56:6-3;
- (e) Directing Defendant to pay costs and fees, including attorneys' fees, for the use of the State, as authorized by the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19; and
- (f) Granting such other relief as the interests of justice may require.

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY
Attorneys for Plaintiffs

By: 

Glenn T. Graham
Deputy Attorney General

Dated: May 10, 2013
Newark, New Jersey

By: 

Jeffrey Koziar
Deputy Attorney General


Dated: May 10, 2013
Newark, New Jersey

RULE 4:5-1 CERTIFICATION

I certify, to the best of my information and belief, that the matter in controversy in this action involving the aforementioned violations of the CFA, the Motor Fuels Act and the Weights and Measures Act, is not the subject of any other action pending in any other court of this State. I am aware of a private action that has been brought by Pasmel against Zephyr Oil titled Pasmel Property Inc. v. William Nappo; CCM Holdings; Daniel Cohen; Int'l Matex Terminals; & Zephyr Oil and Gas LLC, Superior Court of New Jersey, Law Division, Special Civil Part, Union County, Docket No. UNN-L-4377-12, but I have no direct information that the above-referenced action involves alleged violations of the CFA, the Motor Fuels Act and/or the Weights and Measures Act.

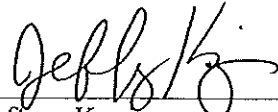
I further certify, to the best of my information and belief, that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party that should be joined in this action at this time.

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 

Glenn T. Graham
Deputy Attorney General

Dated: May 20, 2013
Newark, New Jersey

By: 


Jeffrey Koziar
Deputy Attorney General

Dated: May 20, 2013
Newark, New Jersey

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

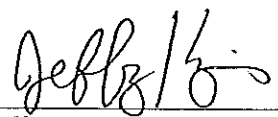
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 

Glenn T. Graham
Deputy Attorney General

Dated: May 10, 2013
Newark, New Jersey

By: 

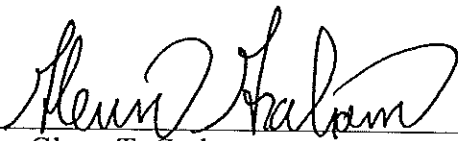
Jeffrey Koziar
Deputy Attorney General

Dated: May 20, 2013
Newark, New Jersey

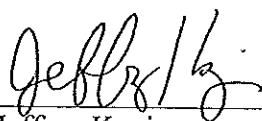
DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Deputy Attorneys General Glenn T. Graham and Jeffrey Koziar are hereby designated as trial counsel for the Plaintiffs in this action.

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 
Glenn T. Graham
Deputy Attorney General

Dated: May 20, 2013
Newark, New Jersey

By: 
Jeffrey Koziar
Deputy Attorney General

Dated: May 20, 2013
Newark, New Jersey