



PHILIP D. MURPHY  
Governor

*State of New Jersey*  
OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF LAW

MATTHEW J. PLATKIN  
*Attorney General*

TAHESHA WAY  
Lt. Governor

25 MARKET STREET  
PO Box 093  
TRENTON, NJ 08625-0093

MICHAEL C. WALTERS  
*Acting Director*

April 29, 2025

Hon. Vincent LeBlon, P.J. Ch.  
General Equity Presiding Judge  
Middlesex County Superior Court  
56 Paterson Street, 3<sup>rd</sup> Floor  
Chambers Room 301  
New Brunswick, NJ 08903-0964

Re: New Jersey Department of Environmental Protection, the Commissioner of the New Jersey Department of Environmental Protection, and the Administrator of the Spill Compensation Fund v. Spector-Woodbridge Co., LLC, Spector-Sayreville Co., LLC, LWS Corp., SECO Corp., SECO American Corp., American Wrecking Corp., Phoenix Remediation Corp., Phoenix Recycling Corp., Phoenix Equipment Corp., First Recycling Corp., XYZ Companies, and William D. Spector (individually).  
Docket No. MID-C-107-11

Dear Judge LeBlon:

This office represents Plaintiffs, the New Jersey Department of Environmental Protection, the Commissioner of the New Jersey Department of Environmental Protection, and the Administrator of the Spill Compensation Fund (collectively "DEP" or "Department") in the above-referenced matter. The Department respectfully submits this letter brief in support of its Motion in Aid of Litigant's Rights pursuant to R. 1:10-3.

This motion is necessary because of Defendants Spector-Woodbridge Corp., LLC, LWS Corp., SECO Corp., SECO American Corp., American Wrecking Corp., Phoenix Remediation Corp., Phoenix Recycling Corp., First Recycling Corp., and William D. Spector's (collectively



April 28, 2025  
Page 2

“Spector Defendants”)<sup>1</sup> deliberate and ongoing failure to comply with Judicial Consent Orders (“JCOs”) entered by the Court on November 5, 2018 (“JCO #1”) and August 9, 2021 (“JCO #2”).

JCO #1 requires the Spector Defendants to complete the removal of fill and solid waste illegally dumped on freshwater wetlands and freshwater wetlands transition areas located on the property formerly identified as Block No. 531B, Lot No. 100 and now identified as Block No. 531.02, Lot No. 100 in Woodbridge Township, Middlesex County, New Jersey (“Site”), and pay a \$100,000 penalty. Both the fill removal and payment of the penalty were to be completed within 14 months after the November 5, 2018, effective date of JCO #1, i.e., by January 5, 2020.

JCO #2 requires the Spector Defendants to retain and maintain a Licensed Site Remediation Professional (“LSRP”) to oversee the removal of contaminated fill material from the Site and to complete the remediation of the entire contaminated Site within 38 months after the August 9, 2021, effective date of JCO #2, i.e., by October 9, 2024. JCO #2 also requires the Spector Defendants to pay the Department a \$97,500 penalty within 540 days of the effective date, or by January 31, 2023. The relief sought in the JCOs is necessary to mitigate ongoing threats to public health and safety and to the environment stemming from the illegal dumping of unauthorized contaminated fill material and other waste at the Site.

Seven years have passed since the entry of JCO #1, and four years have passed since the entry of JCO #2. During that time, the threat to public health and safety and to the environment has not changed despite the JCOs’ directives. Little progress has been made

---

<sup>1</sup> Upon information and belief, SECO Corp., SECO American Corp., American Wrecking Corp., Phoenix Remediation, and Phoenix Recycling Corp. are now inactive companies.

April 28, 2025

Page 3

towards removing the contaminated fill material and remediating the Site, and additional illegal solid waste has been dumped at the Site. Only \$35,000 of the \$100,000 penalty assessed in JCO #1, and \$15,000 of the \$97,500 penalty assessed in JCO #2 have been paid to the Department. The remaining \$65,000 in penalties from JCO #1 and \$82,500 in penalties from JCO #2 are unpaid and overdue.

As a result of the Spector Defendants' continuing failure to comply with the JCOs, the Department seeks an order directing the Spector Defendants to immediately take all steps necessary to comply with their outstanding obligations under the JCOs and imposing monetary sanctions upon them for their continued failure to comply with the JCOs. Although the Department is seeking only monetary sanctions at this time, the Department further notes that the Court may wish to consider more coercive sanctions including, but not limited to, the appointment of a receiver, the seizure of assets, and/or incarceration as authorized by R. 1:10, in the event the Department needs to make additional applications in the future to address Spector Defendants' persistent pattern of non-compliance.

#### **Factual Background**

The Site is owned by Defendant Spector-Woodbridge Company. See JCO #1, p. 4, attached as Exhibit C to the Certification of William Rozell ("Attorney Cert."). Based on inspections conducted by the Department on July 2, 2002, May 28, 2003, and March 10, 2004, the Department issued two Administrative Orders and Notices of Civil Administrative Penalty Assessments ("AONOCAPAs") to Spector-Woodbridge Co. on May 17, 2004, and to Spector-Woodbridge Co., LWS. Corp., and William Spector on July 30, 2004, for violations of the Waterfront Development Act ("WDA"), N.J.S.A. 12:5-3 to -5-11, and the Freshwater Wetlands Protection Act ("FWPA"), N.J.S.A. 13:9B-1 to -30. Id. at p. 5. The violations related to

April 28, 2025  
Page 4

the illegal dumping of unauthorized fill material in freshwater wetlands, freshwater wetlands transition areas, and waterfront development areas at the Site. See Amended Verified Compl., MID-C-107-11, ¶1, attached as Exhibit A to the Attorney Cert. The May 17, 2004 AONOCAPA ordered Spector-Woodbridge Co. to cease accepting or depositing additional fill into areas regulated by the WDA and FWPA, remove and dispose of fill from the freshwater wetlands and wetlands transition areas, and pay a \$31,000 penalty pursuant to the WDA and FWPA. Id. at ¶ 33. The May 17, 2004, AONOCAPA became a final order as to Spector-Woodbridge Co. after it failed to request an administrative hearing. Id. at ¶ 35.

Spector-Woodbridge Co. failed to take any of the required steps to comply with the May 17, 2004, AONOCAPA and continued to allow fill to be unlawfully dumped on the Site in freshwater wetlands and freshwater wetland transition areas. Id. at ¶¶ 36-39. DEP investigators witnessed several loads of fill being deposited at the Site during a June 17, 2004 inspection. Id. at ¶ 39.

Spector-Woodbridge Co.'s continued non-compliance led the Department to issue the second AONOCAPA on July 30, 2004 to LWS/Spector Woodbridge and William Spector individually. Id. at ¶ 40. The July 30, 2004, AONOCAPA was issued pursuant to the FWPA and WDA and ordered the removal of the fill that had been placed in the freshwater wetlands and freshwater wetland transition areas at the Site. Id. at ¶ 40-41. It assessed an administrative penalty of \$159,700. Ibid. at ¶ 41. LWS/Spector-Woodbridge and William Spector requested an administrative hearing on the July 30, 2004 AONOCAPA. Id. at ¶ 44.

Site inspections conducted by the Department between February 2, 2005, and December 22, 2009, revealed that the size of the fill area had expanded in continued violation of the FWPA and WDA. Id. at ¶¶ 43-60. Additional site inspections on October 26, 2006, and

April 28, 2025  
Page 5

November 26, 2006, revealed bricks, concrete blocks, and stone mixed with the fill at the Site in violation of the SWMA. Id. at ¶ 50.

**JCO #1:**

On May 16, 2011, the Department filed a Verified Complaint against William Spector, individually, Spector-Woodbridge Co., LWS Corp., and other defendants seeking injunctive and summary relief to enforce the Final Order. It sought injunctive relief under R. 4:67-1 et seq, for violations of the FWPA, WDA, SWMA, Spill Compensation and Control Act (“Spill Act”), N.J.S.A. 58:10-23.11 to -23.24, and Brownfield and Contaminated Site Remediation Act (“Brownfield Act”), N.J.S.A. 58:10B-1 to -31, and all of the statutes’ implementing regulations. Id. at ¶ 3. On August 11, 2011, the Hon. Glenn Berman, J.S.C. Ch., entered an Order, essentially ordering the same relief against Spector-Woodbridge as set forth in the May 17, 2004, AONOCAPA. See August 11, 2011 Order, attached as Exhibit B to the Attorney Cert.

On January 30, 2014, the Department amended its complaint, adding the Administrator of the Spill Compensation Fund as a plaintiff. See JCO #2, p. 3, attached as Exhibit D to the Attorney Cert. The Department further amended its complaint to add alter ego liability claims against William Spector and his other companies (SECO Corp., SECO American Corp., American Wrecking Corp., Phoenix Remediation Corp., Phoenix Recycling Corp., and First Recycling Corp.) under the Spill Act and Brownfield Act. Amended Verified Complaint, ¶¶ 175-188.<sup>2</sup>

The Department and Spector Defendants entered into JCO #1, filed on November 5, 2018, to settle the FWPA and WDA allegations contained in the Verified and Amended Verified

---

<sup>2</sup> The additional defendants named in the Verified Complaint and Amended Verified Complaint have been dismissed from the underlying action.

April 28, 2025

Page 6

Complaints and the 2004 AONOCAPAs. See JCO #1, p. 5, attached as Exhibit C to the Attorney

Cert. JCO #1 ordered, in relevant part, that the Spector Defendants shall:

- ◆ Within 30 days after the effective date of the JCO, submit to the Department applications for all required permits and approvals;
- ◆ Within 30 days after the effective date of the JCO, submit to the Department a written proposal identifying where they seek to deposit fill on the Site outside of the wetlands and transition areas, and include a plan to control contaminant migration that may occur via precipitation and/or storm water run-off;
- ◆ Within 105 days after the effective date of the JCO, commence removing fill and other materials from any areas identified in the JCO as freshwater wetlands and freshwater wetlands transition areas, down at least to the elevations set forth in a survey of the Site prepared by William M. Lund ("Lund Survey"), dated May 30, 1979;
- ◆ Within 14 months of the effective date of the JCO, complete the removal of the fill from the freshwater wetlands and transition areas;
- ◆ Within 18 months of the effective date of the JCO, properly move/dispose of off-site any fill removed from the freshwater wetlands and transition areas;
- ◆ Advise the Department within 7 days of completing the fill removal that the work is complete, and within 60 calendar days after completing the fill removal, submit a construction completion report to the Department as required by N.J.A.C. 7:7A-11.12(e);
- ◆ By 6 months prior to completing the removal of the fill from the freshwater wetlands and transition areas, submit to the Department a proposed list of vegetation to be planted in the freshwater wetlands and transition areas;
- ◆ Commence planting the vegetation on the list within 30 days of agreement on the list or within 30 days of confirmation from the Department that the fill has been removed from the freshwater wetlands and transition areas, whichever is later;
- ◆ Complete the revegetation within 180 calendar days after commencing it;

April 28, 2025

Page 7

- ◆ Within 60 calendar days after completing revegetation, submit a construction completion report to the Department as required by N.J.A.C. 7:7A-11.12(e);
- ◆ Submit post-construction monitoring reports on the 365<sup>th</sup>, 730<sup>th</sup>, and 1095<sup>th</sup> day after the vegetation completion date; and
- ◆ Not accept or receive any fill or other materials at the Site after the effective date of the JCO

JCO #1 at pp. 6-16.

On December 6, 2018, the Spector Defendants submitted Fill Relocation Plan drawings to the Department. Certification of Andrew Edelhauser, (“Edelhauser Cert.”) ¶ 5. The Department advised the Spector Defendants in a January 3, 2019, letter that the “drawings appear to be consistent with” JCO #1’s requirement to submit a plan identifying non-wetlands and transition areas where the removed fill would be deposited at the Site. Id. at ¶ 6. The letter also reminded the Spector Defendants of the additional requirements and deadlines set forth in JCO #1. Ibid.

On March 30, 2020, DEP Environmental Specialist 3 Trent Todash conducted a compliance evaluation inspection at the Site to determine whether JCO #1’s required restoration work had been completed. Id. at ¶ 7. Todash observed that the work had not been completed, noting that “the large pile of fill material is [sic] remains on site, and is now covered with grasses and trees growing on all areas.” Ibid. Todash further observed that several piles of asphalt had been dumped at the Site in violation of the SWMA. Ibid.

#### JCO #2:

The Department and Spector Defendants entered into JCO #2 on August 9, 2021, to resolve the SWMA, Spill Act, and Brownfield Act allegations in the Verified and Amended

April 28, 2025

Page 8

Verified complaints. JCO #2, p. 6. JCO #2 ordered, in relevant part, that the Spector

Defendants shall:

- ◆ Within 45 days after the effective date of JCO #2, retain and maintain a LSRP to oversee the remediation of the entire Contaminated Site;
- ◆ Within 60 days after the effective date of JCO #2, establish and maintain a Remediation Funding Source (“RFS”);
- ◆ Within 60 days after the effective date of JCO #2 and annually thereafter on the same calendar day, submit the 1% annual RFS surcharge;
- ◆ If Spector Defendants cannot establish RFS as required, request a Financial Viability Audit Package within 30 days of the LSRP’s determination;
- ◆ Within 30 days after the receipt of a Financial Viability Audit package, submit a certified copy to the Department;
- ◆ Within 75 days after the effective date of JCO #2, submit a proposed public participation plan (“PPP”) to the Department, and implement the PPP upon receipt of the Department’s written approval;
- ◆ Within 75 days after the effective date of JCO #2, submit an initial detailed cost review for the remediation to be undertaken at the Site;
- ◆ Submit a remedial investigation report (“RIR”) within one year of the effective date of JCO #2;
- ◆ Complete implementation of all remedial actions for the Contaminated Site within three (3) years after the effective date of JCO #2;
- ◆ Submit to the Department a remedial action report (“RAR”) within 38 months after the effective date of JCO #2;
- ◆ Pay annual remediation fees and/or oversight costs by the due date printed on any invoice;
- ◆ By July 31 of each year, submit to the Department an LSRP-certified detailed remediation cost review along with the Remediation Cost Review and RFS/FA form;
- ◆ Within 90 days after submitting a Remedial Action Workplan for the Site, commence remediation activities;



April 28, 2025

Page 9

- ◆ By no later than 38 months after the effective date of JCO #2, with no extensions, complete remediation activities at the Site, which should be documented by a RAR and Response Action Outcome (“RAO”);
- ◆ By no later than 38 months after the effective date of JCO #2, with no extensions, submit all applicable Remedial Action Permit applications;
- ◆ For purposes of removing fill material, comply with the soil removal plan approved by DEP representative, Lawrence Baier, dated on or about January 3, 2013, the requirements of JCO #1, and the provisions of JCO #2; and
- ◆ Upon completion of the RAR (38 months after the effective date of JCO #2), reimburse the Department \$244,345.64 of the funds disbursed in the past for soil sampling and testing at the Site.

Id. at pp. 6-13.

**Penalties:**

Pursuant to JCO #1, the Spector Defendants agreed to pay the sum of \$100,000 to the Department within 14 months of the November 5, 2018 effective date of the JCO or the sale of the property, whichever comes first, in settlement of the penalties assessed in the May 17, 2004 Final Order and July 30, 2004, AONOCAPA. JCO #1 at p. 16. It was further agreed that failure to pay the \$100,000 penalty in accordance with JCO #1’s requirements would result in the Spector Defendants being jointly and severally liable for the payment of the balance due on the \$158,700 penalty assessed in the July 30, 2004 AONOCAPA, and the \$31,000 penalty assessed in the Final Order, along with all costs and interest pursuant to R. 4:42. Id. at p. 17.

Pursuant to JCO #2, the Spector Defendants agreed to pay the sum of \$97,500 to the Department within 540 days of the August 9, 2021 effective date of JCO #2 in settlement of the violations arising under the SWMA, Spill Act, and Brownfield Acts, alleged in the Verified Complaint and Amended Verified Complaint, and for violations of N.J.A.C. 7:26C-14.2(b). JCO #2 at p. 27.

**Non-Compliance on the Part of the Spector Defendants:**

On March 4, 2025, DEP investigators from the Bureau of Solid Waste Compliance Enforcement (“SWCE”) and Bureau of Coastal and Land Use Enforcement (“CLUE”) conducted a joint inspection of the Site. Edelhauser Cert. at ¶ 9; Certification of Paul Smith (“Smith Cert.”), ¶ 8. Investigators Andrew Edelhauser and Paul Smith walked the entire Site and reviewed satellite imagery to determine if the Spector Defendants had taken any steps toward compliance with the JCOs’ requirements. Edelhauser Cert. at ¶ 10; Smith Cert. at ¶ 9. The inspection revealed that they had not. Edelhauser Cert. at ¶ 11; Smith Cert. at ¶ 10. Edelhauser and Smith observed no signs of fill removal or restoration work having been completed at the Site. Edelhauser Cert. at ¶ 11; Smith Cert. at ¶ 10. According to Smith, “a large soil mound encompasses the entire 10 acre property.” Smith Cert. at ¶ 10. The mound has an elevation of 75 feet and steep side slope angles ranging between 50-65 degrees. *Ibid.* Large locust trees and other vegetation are growing on top the fill, indicating that fill has not been added or removed for many years. Edelhauser Cert. at ¶ 11; Smith Cert. at ¶ 10.

Edelhauser and Smith observed exposed pieces of concrete, asphalt, brick, metal and stone sporadically protruding from the mound’s surface. Edelhauser Cert. at ¶ 12; Smith Cert. at ¶ 11. Concrete, brick, stone and asphalt were also observed on the river embankment bordering the mound’s east side, and two box trailers and six roll-off containers filled with scrap tires and other waste debris were observed on the riverbank in the northeast corner of the property. Edelhauser Cert. at ¶ 12; Smith Cert. at ¶ 11. Edelhauser and Smith also observed evidence of illegal dumping of construction and demolition debris that was not present during the March 30, 2020, site inspection; specifically, pressure treated wood, vinyl

April 28, 2025  
Page 11

fencing, metal, concrete, masonry block, scrap tires and sealed black garbage bags near the entrance gate. Edelhauser Cert. at ¶ 12; Smith Cert. at ¶ 11.

As of this date, the Spector Defendants have paid \$35,000 of the \$100,000 penalty in JCO # 1. Certification of Gillian Schwert ("Schwert Cert."), ¶ 6. The remaining \$65,000 is unpaid. Ibid.

With respect to JCO #2, Spector Defendants retained and continue to maintain an LSRP, submitted a PPP and a revised PPP on October 25, 2021, and February 15, 2022, respectively, and submitted an LSRP-certified remediation cost review. Id. at ¶ 12. On or about November 16, 2021, the Spector Defendants submitted to the Department an initial detailed cost review for the remediation to be undertaken at the Site. Id. at ¶ 13. The Department approved the cost estimate on November 29, 2021. Ibid.

On December 23, 2021, pursuant to paragraph 10 of JCO #2, the Spector Defendants communicated that they could not post an RFS for the full amount of the remediation cost review, so they requested a Financial Viability Audit package. Id. at ¶ 14. On April 7, 2022, the Department sent the Financial Viability Audit package to the Spector Defendants through counsel Herbert Bennett, and on May 17, 2022, Bennett communicated to the Department that the Spector Defendants would not fill out the Financial Viability Audit package. Id. at ¶¶ 15-16. After that, the Spector Defendants failed to establish an RFS. Id. at ¶ 17. The Spector Defendants have also failed to submit an RIR, RAR, and RAO, have failed to submit annual remediation cost reviews, and have failed to pay annual remediation fees in the amount of \$12,630.00. Ibid.

As of this date, the Spector Defendants have paid \$15,000 of the agreed-upon \$97,500 penalty in JCO #2. Id. at ¶ 7. The remaining \$82,500 is unpaid. Ibid.

**Jurisdiction Over the JCOs By This Court:**

Defendant William Spector signed both JCOs in his individual capacity, as well as on behalf of Defendants Spector Woodbridge, Corp., LWS Corp., SECO Corp., SECO American Corp., American Wrecking Corp., Phoenix Remediation Corp., Phoenix Recycling Corp., and First Recycling Corp. JCO #1 at pp. 29-30; JCO #2 at pp. 40-41. In doing so, William Spector agreed that he and the other defendants would “comply with all the terms and conditions” of the JCOs. JCO #1 at p. 27; JCO #2 at p. 37. Moreover, this Court, in entering the JCOs, ordered the following:

1. Th[e] JCO[s] shall bind and obligate the parties as described above.
2. The Court retains jurisdiction for the purposes of enforcing th[e] JCO[s], for determination for the imposition of penalties and collection of civil penalties, and for all other matters it deems appropriate.
3. The Court shall entertain an application by the Department on short notice to enforces th[ese] JCO[s] if the Department alleges that the Spector Defendants, individually or collectively, have not timely complied with any of its provisions.

[JCO #1 at p. 31; JCO #2 at p. 42.]

**Legal Argument**

New Jersey Rule of Court 1:10-3 permits a litigant to seek a court’s assistance to vindicate the litigant’s rights. The “power of the court to enforce [its] order” is not questionable. Bd. of Educ. Twp. of Middletown v. Middletown Twp. Educ. Ass’n., 352 N.J. Super. 501, 508 (Ch. Div. 2001). “The Court Rules overall evince an intent toward flexibility when the enforcement of rights is at stake. They provide various means for securing relief

April 28, 2025  
Page 13

and allow for judicial discretion in fashioning relief to litigants when a party does not comply with a judgement or order.” In re Adoption of 5:96 and 5:97, 221 N.J. 1, 17-18 (2013).

In this matter, the Court should enforce JCOs #1 and #2. And because the Spector Defendants have willfully failed to comply with the JCOs, impose monetary sanctions.

**I. THE SPECTOR DEFENDANTS’ FAILURE TO COMPLY WITH THE JCOS WARRANTS COURT ENFORCEMENT**

All that is required to demonstrate a right to relief under Rule 1:10-3 is a showing that a party violated a court order. In re N.J.A.C. 5:96 and 5:97, 221 N.J. at 17. The Supreme Court has held that a “willful disobedience and lack of concern for the order of the court[] is necessary for a finding of contempt, *but irrelevant in a proceeding designed simply to enforce a judgment on a litigant’s behalf.*” Ibid. (emphasis in original).

As of the March 4, 2025, site visit, the Spector Defendants have only partially complied with JCO #1. They submitted Fill Relocation Plan drawings on December 6, 2018, and have paid \$35,000 of the agreed upon \$100,000 penalty. Schwert Cert. at ¶ 6. They have failed to comply with all other requirements of JCO #1.

The Spector Defendants have also only partially complied with JCO #2. They retained and continue to maintain an LSRP, and submitted a PPP and an LSRP-certified cost estimate. Id. at ¶ 12. They also submitted to the Department an initial detailed cost review for the remediation at the Site, which was approved by the Department, and paid \$15,000 of the agreed upon \$97,500 penalty. Id. at ¶ 7; ¶ 13. Not only has none of the unauthorized fill been removed from the freshwater wetlands and freshwater wetlands transition areas, but additional illegal solid waste has also been dumped at the Site. Edelhauser Cert. at ¶¶ 11-12; Smith Cert. at ¶¶ 10-11.

The Spector Defendants voluntarily entered into both JCOs, agreeing to pay the full

April 28, 2025  
Page 14

amount of \$197,500 in combined penalties, and to take the required steps to remove the fill and restore the Site to a level fully compliant with the State's environmental laws. They further agreed to do so within the time requirements set forth in the JCOs: May 5, 2020 deadline for compliance with JCO #1, and October 9, 2024 deadline for compliance with JCO #2. Thus, the Spector Defendants clearly had notice of their court-ordered obligations.

Despite having notice and having had seven and four years, respectively, to comply with the JCOs, the Spector Defendants have failed to take the necessary steps to comply with the JCOs. Because the Spector Defendants had notice of their court-ordered obligations and have not complied with either JCO, the Court should enforce the JCOs against the Spector Defendants.

Moreover, even though the Department does not need to show willfulness to obtain the requested relief, it is clear that the Spector Defendants, as described in more detail below, acted willfully, further warranting issuance of an Order requiring it to comply with the requirements of both JCOs.

## **II. THE SPECTOR DEFENDANTS' WILLFUL REFUSAL TO COMPLY WITH THE COURT ORDERS WARRANTS THE IMPOSITION OF MONETARY SANCTIONS AND OTHER APPROPRIATE COERCIVE RELIEF.**

To award sanctions or other coercive relief on a motion in aid of litigant's rights pursuant to R. 1:10-3, a court must find "that the defendant has the ability to comply with the order which he has violated" but willfully refused to do so. Essex County Welfare Bd. v. Perkins, 133 N.J. Super. 189, 195 (App. Div. 1975); see also Schochet v. Schochet, 435 N.J. Super. 542, 548-49 (App. Div. 2014). For example, in Milne v. Goldenberg, the court found that a party was "willful" in failing to pay a court-ordered tax liability where she had the ability to pay but chose to "prioritize" her funds to other purposes. 428 N.J. Super. 184, 199 (App.

April 28, 2025  
Page 15

Div. 2012). The court observed that “there is a need to maintain the ‘integrity and enforceability’ of the court’s orders, otherwise they become suggestions or recommendations.” Ibid.; see also Marshall v. Matthei, 327 N.J. Super. 512, 518, 528-29 (App. Div. 2000) (finding that a debtor willfully did not comply with court-ordered legal fees, alimony, and child support where he allocated money to other purposes, even where he transferred it entirely out of his possession).

The Spector Defendants’ willful conduct is demonstrated in four ways: (1) they knew of their court-ordered obligations and refused to comply, (2) they continued to illegally dump, or allow the illegal dumping of, solid waste at the Site, (3) they have the resources to comply and have chosen not to do so, and (4) their delay in complying with the JCOs happened over the course of several years. First, there can be no debate that the Spector Defendants were actually aware of their obligations. They voluntarily entered into both JCOs, agreeing to meet their requirements within time periods set forth in each order.

Second, the Spector Defendants’ refusal to comply with orders of the Court is egregious, but it is also only the most recent example of their habit of actively ignoring DEP’s attempts to compel them to comply with the State’s environmental laws through administrative enforcement. In the face of DEP’s AONOCAPAs and at least six site inspections, the Spector Defendants remained steadfast in their continuing conduct of refusing to remove the fill from the freshwater wetlands and freshwater wetland transition areas. Thus, the Spector Defendants’ response to each administrative enforcement action has been continued non-compliance.

Lastly, the Spector Defendants consist of eight separate companies and William Spector, who signed the JCOs on behalf of himself individually, and on behalf of the

April 28, 2025  
Page 16

companies. Following the execution of the JCOs, the Spector Defendants, at their request, were given the opportunity by the Department to conduct a financial viability audit to determine whether they could afford to post an RFS for the full amount of the remediation cost review. *Schwert Cert.* at ¶¶ 14-15. They refused to provide the necessary information for doing so, and communicated to the Department that they would not be pursuing an inability to pay request. *Id.* at ¶ 16 The Department has seen no evidence to show why one or more of these entities, or William Spector himself, lack the resources to comply with their agreed-upon responsibilities set forth in the JCOs. Therefore, the Spector Defendants are capable of taking the steps necessary to bring the Site into compliance with the SWMA, FWPA, WDA, Spill Act and Brownfield Act, pursuant to the agreed upon requirements set forth in the JCOs.

For these reasons, this Court should order monetary sanctions and other appropriate relief and prevent the Spector Defendants from attempting to escape responsibility for remedying the harms they have created. Monetary sanctions should be ordered in an amount appropriate to ensure compliance with the JCOs. “While a monetary sanction payable to the aggrieved party is not necessarily limited to the amount of the aggrieved party’s actual damage, it must nevertheless be rationally related to the desideratum of imposing a ‘sting’ on the offending party within its reasonable economic means.” Comment 4.4.3 to R. 1:10-3. In order to guide the Court on an appropriate range for sanctions, it is appropriate to look to the penalty provisions of the FWPA, WDA, Spill Act and SWMA. Each of these Acts’ penalty provisions allow for imposing daily civil penalties for violations of underlying court orders issued pursuant to those statutes: the FWPA – up to \$25,000 per day (N.J.S.A. 13:9B-21e); the WDA – up to \$25,000 per day (N.J.S.A. 12:5-6f); the Spill Act – up to \$50,000 per day (N.J.S.A. 58:10-23.11ud); and the SWMA – up to \$100,000 per day (N.J.S.A. 13:1E-9(f)).



April 28, 2025  
Page 17

Although the FWPA and WDA allow for penalties up to \$25,000 per day, the Spill Act for up to \$50,000 per day, and the SWMA for up to \$100,000 per day, the Department defers to the Court to order daily sanctions at a rate it deems appropriate to compel compliance. Compliance with court orders is of critical importance, and the Spector Defendants' refusal to comply with the JCOs over the course of several years, despite being given every opportunity to do so, justifies this request for sanctions. Daily sanctions should run from the date of any order resulting from this motion until the Spector Defendants comply with all requirements set forth in the JCOs.

Finally, the Department notes that it is not presently seeking more coercive non-monetary sanctions at this time. Nonetheless, in the event the Department must make additional applications to compel compliance in the future, the Department notes that this Court may need to consider additional sanctions as appropriate including, but not limited to, the appointment of a receiver, the seizure of assets, and incarceration at a later date pursuant to R. 1:10.

### **CONCLUSION**

The Department requests that the Court find that the Spector Defendants had the ability to comply with both the November 5, 2018, and August 9, 2021, JCOs, yet willfully failed to do so. As such, the Department requests that the Court order appropriate sanctions against the Spector Defendants to coerce compliance

Respectfully submitted,

MATTHEW J. PLATKIN  
ATTORNEY GENERAL OF NEW JERSEY

By: William T. Rozell  
William T. Rozell  
Deputy Attorney General

