WEITZ & LUXENBERG, P.C.
A New York Professional Corporation
700 Broadway
New York, NY 10003
Tel #: (212)558-5500
Fax #: (212)344-5461
Attorneys for Plaintiffs

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BRIAN R. MARTINOTTI
J.S.C.

In re Alleged Environmental Contamination of Pompton Lakes	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY CM CASE NO. 290 (Hon. Brian R. Martinotti) Civil Action **STIPULATION AND ORDER OF VOLUNTARY DISMISSAL, WITH PREJUDICE, AS TO CERTAIN PLAINTIFFS**

THIS DOCUMENT APPLIES TO:

Toni Chiaradio v. E.I. DuPont DeNemours and Company, Inc.	Docket No. BER L-010613-10
Linda Doyle v. E.I. DuPont DeNemours and Company, Inc.	Docket No. BER L-010741-10
Lisa Massaro v. E.I. DuPont DeNemours and Company, Inc.	Docket No. BER L-010780-10
Lisa Rosenberry v. E.I. DuPont DeNemours and Company, Inc.	Docket No. BER L-010679-10
Pompton Lakes B.P.O. of Elks Lodge 1895 v. E.I. DuPont DeNemours and Company, Inc.	Docket No. BER-L-6522-11

THIS COURT having been advised that Plaintiffs Toni Chiaradio, Linda Doyle, Lisa Massaro, and Lisa Rosenberry (the "*Naftali* Plaintiffs") previously settled and released their claims against E.I. du Pont de Nemours and Company ("DuPont"), the Defendant in the captioned matter, in an action entitled *Naftali, et al. v. E.I. du Pont de Nemours and Company, et al.*, Passaic County Docket No. PAS-L-364-98, each Subject Plaintiff having executed a release similar to the releases executed by the Plaintiffs in an action entitled *Agnes, et al. v. E.I. du Pont de Nemours and Company, et al.*, Civil Action No. 98-1405 (the "*Agnes* Action"); and the Court

having been further advised that Plaintiff Pompton Lakes B.P.O. of Elks Lodge 1895 ("Elks Club") was a plaintiff in the *Agnes* action and previously settled and released its claims against DuPont in that matter; and the Honorable Dennis M. Cavanaugh, U.S.D.J., having filed an Opinion and Order on March 31, 2011, in which he enforced the terms of the releases signed by the *Agnes* Plaintiffs and barred them from pursuing their claims against DuPont in the within New Jersey State Court Actions; and this Court having been further advised that the parties have agreed that the claims of the *Naftali* Plaintiffs and the Elks Club shall be immediately dismissed, with prejudice and without costs against any party; it is hereby stipulated and agreed by and between the undersigned parties as follows:

1. The claims of the *Naftali* Plaintiffs and the Elks Club are dismissed, with prejudice and without costs against any party; and

2. This Stipulation and Order shall not affect the right of any *Naftali* Plaintiff to assert a personal injury claim in the future to the extent that such claim is not barred by the provisions of her release in the *Naftali* Action.

WEITZ & LUXENBERG, P.C. Attorneys for the *Naftali* Plaintiffs and Pompton Lakes B.P.O. of Elks Lodge 1895 By: _____ DONALD A. SOUTAR Dated: June 15, 2012	MCELROY, DEUTSCH, MULVANEY & CARPENTER, LLP Attorneys for Defendant E. I. du Pont de Nemours and Company By: _____ JOHN DWYER Dated: June 18, 2012

SO ORDERED, this 19 day of June, 2012.

HON. BRIAN R. MARTINOTTI, J.S.C.