

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029

In the Matter of:	)	Docket No. RCRA-03-2013-0039
	)	
Aylin, Inc., Rt. 58 Food Mart, Inc.,	)	
Franklin Eagle Mart Corp., and	)	
Adnan Kiriscioglu,	)	
	)	Complainant's Motion for Discovery
	)	
Respondents.	)	
	)	
	)	
	)	

COMPLAINANT'S MOTION FOR DISCOVERY

In accordance with 40 C.F.R. §§ 22.16 and 22.19 of the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/ Termination or Suspension of Permits*, the Complainant, the Director of the Land and Chemicals Division of the United States Environmental Protection Agency - Region III, hereby submits this Motion for Discovery. Complainant requests this additional discovery to clarify the business, financial, and operational relationships between Adnan Kiriscioglu, individually, and the corporate entities that Mr. Kiriscioglu claims are the owners and/or operators of: 5703 Holland Road, Suffolk, Virginia also known as the Pure Gas Station ("Pure Facility"); 8917 S. Quay Road, Suffolk, Virginia also known as the Rt. 58 Food Mart ("Rt. 58 Facility"); and 1397 Carrsville Highway, Franklin, Virginia also known as the Franklin Eagle Mart ("Franklin Facility") (hereinafter collectively referred to as the "Facilities"). The business, financial, and operational relationships between Adnan Kiriscioglu, individually, and the corporate entities, that Mr. Kiriscioglu claims are the owners and/or operators of the Facilities, including the day-to-day operations of these Facilities, are clouded by a myriad of corporate loan transactions and service contracts between the Respondents and other corporate entities controlled by Mr. Kiriscioglu. In addition, Complainant seeks financial information to determine the validity of Respondents' inability to pay claim asserted in their Answer to the Administrative Complaint filed in this case.

Pursuant to this Court's directive in its Prehearing Order dated November 5, 2013, Complainant, prior to filing this motion, held a conference call on January 23, 2014 with Respondents' counsel to determine "whether the other party has any objection to the granting of relief sought in the motion, and the motion shall state the position of the other party or parties."

In accordance with the this Court's Prehearing Order, Complainant hereby reports that Respondents' counsel stated to counsel for Complainant that he had no objection to the discovery sought by Complainant in this Motion for Discovery.

Complainant is aware that the timing of this request may be deemed premature given that 40 C.F.R. § 22.19(e) appears to contemplate discovery only *after* the parties exchange information. Nonetheless, Complainant requests the granting of this motion, prior to, rather than after, the initial prehearing information is exchanged by the parties, to promote judicial economy by minimizing any potential delay to the proceedings as well as help narrow the contested issues. The information sought in this discovery requests may lead to the dismissal of some of the claims prior to trial or potentially assist the parties to reach a settlement of the case.

Pursuant to this Motion for Discovery, Complainant respectfully requests this Presiding Officer enter an order directing a response to the following interrogatories and request for production of documents incorporated hereto by reference and attached hereto as Attachment A and Attachment B.

Accompanying this Motion for Discovery is Complainant's Memorandum of Law.

WHEREFORE, Complainant requests that this Court issue an Order granting Complainant's Motion for Discovery.

Respectfully Submitted,



Date

**FEB 20 2014**

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Louis F. Ramalho (3RC50)  
Senior Assistant Regional Counsel  
United States Environmental Protection Agency  
Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

ATTORNEY FOR COMPLAINANT

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**COMPLAINANT'S MEMORANDUM OF LAW IN SUPPORT OF ITS MOTION  
FOR DISCOVERY**

In accordance with 40 C.F.R. §§ 22.16 and 22.19 of the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/ Termination or Suspension of Permits*, the Complainant, the Director of the Land and Chemicals Division of the United States Environmental Protection Agency - Region III, hereby submits this Memorandum of Law in Support of Complainant's Motion for Discovery. Complainant requests this additional discovery seeking certain information from Respondents in the form of interrogatories and request for production of documents incorporated hereto by reference and attached hereto as Attachment A and Attachment B. The purpose of this additional discovery is to clarify the business, financial, and operational relationships between Adnan Kiriscioglu, individually, and the corporate entities that Mr. Kiriscioglu claims are the owners and/or operators of: 5703 Holland Road, Suffolk, Virginia also known as the Pure Gas Station ("Pure Facility") 8917 S. Quay Road, Suffolk, Virginia also known as the Rt. 58 Food Mart ("Rt. 58 Facility") 1397 Carrsville Highway, Franklin, Virginia also known as the Franklin Eagle Mart ("Franklin Facility") (hereinafter collectively referred to as the "Facilities"). The business, financial, and operational relationships between Adnan Kiriscioglu, individually, and the corporate entities, that Mr. Kiriscioglu claims are the owners and/or operators of the Facilities, including the day-to-day operations of these Facilities, are clouded by a myriad of corporate loan transactions and service contracts between the Respondents and other corporate entities controlled by Mr. Kiriscioglu. In addition, Complainant seeks financial information to determine Respondents' inability to pay claim asserted in their Answer to the Administrative Complaint filed in this case.

## **I. Factual and Procedural Background**

On March 27, 2013, Complainant filed an Administrative Complaint, Compliance Order, and Notice of Right to Request a Hearing (“Complaint”) against Respondents Aylin, Inc., Rt. 58 Food Mart, Inc., Franklin Eagle Mart Corp., and Adnan Kiriscioglu, individually, doing business as New Jersey Petroleum Organization a/k/a NJPO (collectively the “Respondents”), in which Complainant alleged that the Respondents violated RCRA Subtitle I, 42 U.S.C. §§ 6991-6991m, and the Commonwealth of Virginia’s federally authorized underground storage tank (“UST”) program with respect to the USTs located at three facilities in Virginia. Specifically, the Complaint alleged that Respondents failed to furnish requested information, as required by Section 9005(a) of RCRA, 42 U.S.C. § 6991d(a), and that Respondents failed to, among other things, comply with the tank and piping release detection requirements of the Commonwealth of Virginia’s federally authorized UST program.

An Answer to the Complaint was filed on April 29, 2013. On May 23, 2013, this Tribunal ordered parties to participate in an Alternative Dispute Resolution (“ADR”) process, the deadline for which was extended on July 19, 2013 and again on August 15, 2013, but the parties could not reach a final agreement.

On October 31, 2013, the parties filed a Joint Status Report and Motion to Stay Proceedings, which was granted in part and denied in part, as set forth in the November 5, 2013 Prehearing Order and Order on Motion to Stay Proceedings (“Order”). The Order set forth a schedule for the parties to submit their prehearing exchange information, with Complainant’s Initial Prehearing Exchange due on March 14, 2014.

In addition, pursuant to this Court’s directive in its Prehearing Order dated November 5, 2013, Complainant, prior to filing this motion, held a conference call on January 23, 2014 with Respondents’ counsel to determine “whether the other party has any objection to the granting of relief sought in the motion, and the motion shall state the position of the other party or parties.”

In accordance with the this Court’s Prehearing Order, Complainant hereby reports that Respondents’ counsel stated to counsel for Complainant that he had no objection to the discovery sought by Complainant in this Motion for Discovery.

## **II. Legal Analysis**

The standard for granting discovery is set forth in 40 C.F.R. § 22.19(e)(1). This provision states that the Presiding Officer may order such other discovery if it:

- (i) Will neither unreasonably delay the proceeding nor unreasonably burden the non-moving party;
- (ii) Seeks information that is most reasonably obtained from the non-moving party, and which the non-moving party has refused to provide voluntarily;

and

- (iii) Seeks information that has significant probative value on a disputed issue of material fact relevant to liability or the relief sought.

**The request will not unreasonably delay the proceedings nor unduly burden Respondents**

Complainant does not believe a response to the attached interrogatories and request for production of documents will result in an unreasonable delay in the proceedings or unreasonably burden the non-moving party. This discovery request will not unreasonably burden Respondents since the requested information is within Respondents' control. Furthermore, the requested information will help all parties of interest understand the business, financial, and operational relationships between Mr. Kiriscioglu and the corporate entities that Mr. Kiriscioglu claims are the owners and/or operators of the Facilities, clarifying questions of liability in this case. The business, financial, and operational relationships between Adnan Kiriscioglu, individually, and the corporate entities, that Mr. Kiriscioglu claims are the owners and/or operators of the Facilities, including the day-to-day operations of these Facilities, are clouded by a myriad of corporate loan transactions and service contracts between the Respondents and other corporate entities controlled by Mr. Kiriscioglu. In addition, Complainant seeks financial information to determine the validity of Respondents inability to pay claims asserted in their Answer to the Complaint filed in this case.

Therefore, the information sought in this discovery requests will assist the parties and the Court to efficiently manage the liability and penalty phases of this case prior to and during trial, and such information may lead to the dismissal of some of the claims prior to trial or potentially assist the parties to reach a settlement of the case.

**The request seeks information that is most reasonably obtained from the non-moving party, and which the non-moving party has not provided voluntarily**

This discovery request seeks information within Respondents' control. This discovery request is prompted by Mr. Kiriscioglu's allegations that he is not the owner and/or operator of any of the Facilities at issue, and that the corporate entities Mr. Kiriscioglu claims are the owners and/or operators of the Facilities are unable to pay the civil penalties to be proposed for the violations alleged in the Complaint. To date, despite numerous requests, Respondents have not provided voluntarily to Complainant adequate financial information to determine the validity of the Respondents' inability to pay claims, nor have Respondents provided Complainant clarification concerning a myriad of corporate loan transactions and service contracts between the Respondents and other corporate entities controlled by Mr. Kiriscioglu.

**The request seeks information that has significant probative value on a disputed issue of material fact relevant to liability or the relief sought**

The information requested has significant probative value on a disputed issue of material fact relevant to the liability in this matter. Mr. Kiriscioglu is attributing responsibility to certain

entities as the owners and/or operators of the Facilities during the period of the alleged violations in the Complaint, while disclaiming responsibility individually. By requiring Respondents to respond to the attached interrogatories and request for production of documents, a significant material fact raised by Respondents can be resolved unequivocally, and consequently, expedite the resolution of the merits of this case.

Complainant requests Respondent to reply to this discovery request within fifteen days of receipt of an Order for discovery as required by 40 C.F.R. § 22.16(b).

WHEREFORE, Complainant requests this Court issue an Order granting Complainant's Motion for Discovery.

Respectfully Submitted,



Date ~~FEB 20 2014~~

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Louis F. Ramalho  
Senior Assistant Regional Counsel  
United States Environmental Protection Agency  
Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

ATTORNEY FOR COMPLAINANT

**CERTIFICATE OF SERVICE**

I hereby certify that, on the date below, the attached Complainant's Motion for Discovery and Complainant's Memorandum of Law in Support of Its Motion for Discovery was served upon the persons listed in the manner indicated.

**Electronically Transmitted via e-mail and  
Original and one copy via EPA Pouch Mail:**

Sybil Anderson, Headquarters Hearing Clerk  
Office of Administrative Law Judges  
U.S. Environmental Protection Agency  
Mail Code 1900R  
1200 Pennsylvania Ave., NW  
Washington, DC 20460

**Copy by via UPS:**


Jeffrey L. Leiter, Esq.  
Leiter & Cramer, PLLC  
1707 L Street, Suite 560  
Washington, DC 20460

**Copy by EPA pouch mail:**

The Honorable Christine D. Coughlin  
U.S. Environmental Protection Agency  
Office of Administrative Law Judges  
Mail Code 1900L  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

**FEB 20 2014**

Date

  
\_\_\_\_\_  
Louis F. Ramalho  
Sr. Assistant Regional Counsel  
U.S. EPA Region III (3RC50)  
1650 Arch Street  
Philadelphia, PA 19103  
Tel. (215) 814-2681

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ATTACHMENT A

INSTRUCTIONS

- A. Scope of Discovery (Location and Custody of Documents and Information). The following interrogatories, requests for production of documents and requests for admission are directed to Aylin, Inc., Route 58 Food Mart, Inc., Franklin Eagle Mart Corp., and Adnan Kiriscioglu, individually and collectively ("Respondents") and covers all information in their possession, custody and control, including information in the possession of employees, agents, servants, representatives, or other persons directly or indirectly employed or retained by them, or anyone else acting on their behalf or otherwise subject to their control.
- B. Documents no Longer in Possession. If any document requested is no longer in the possession, custody or control of any Respondent, state:
- i. what was done with the document;
  - ii. when such document was made;
  - iii. the identity and address of the current custodian of the document;
  - iv. the person who made the decision to transfer or dispose of the document; and
  - v. the reasons for the transfer or disposal.
- C. Lack of Information. If you currently lack information to answer any interrogatory completely, please state:
- i. the responsive information currently available;
  - ii. the responsive information currently unavailable;
  - iii. efforts which you intend to make to secure the information currently unavailable; and
  - iv. when you anticipate receiving the information currently unavailable.
- D. Identification of a "Communication." Whenever in these interrogatories or requests for production of documents there is a request to identify a "communication," state or identify:
- i. the date of the communication;
  - ii. the place where it occurred;
  - iii. each person who originated, received, participated in or was present during such communication;
  - iv. the type of communication (e.g., letter, memorandum, telegram, telephone conversation, etc.);
  - v. state the substance of the communication; and
  - vi. each document relating or referring to, or comprising such communication.



- E. Identification of a "Document." Whenever in these interrogatories or requests for production of documents there is a request to identify a "document," state or identify:
- i. its date;
  - ii. its author and signatory;
  - iii. its addressee and all other persons receiving copies;
  - iv. the type of document (e.g., letter, memorandum, contract, report, accounting record, etc.);
  - v. its title;
  - vi. its substance;
  - vii. its custodian;
  - viii. its present or last known location; and
  - ix. if the document was, but no longer is, in your possession or subject to your control, state where and in whose possession or control it is.
- F. Identification of a Natural "Person." Whenever in these interrogatories or requests for production of documents there is a request to identify a "person," where the person is a natural person, state or identify the person's:
- i. name;
  - ii. present or last known home and business address and telephone number(s); and
  - iii. occupation or profession and job title.
- G. Identification of a Non-Natural "Person." Whenever in these interrogatories or requests for production of documents there is a request to identify a "person," where the person is not a natural person, but otherwise falls within the definition set forth in 42 U.S.C. § 9603(15), state or identify the person's:
- i. name;
  - ii. the form of its organization (corporation, limited liability company, partnership, etc.);
  - iii. present or last known principal place of business;
  - iv. telephone number; and
  - v. business.
- H. Document Production in Lieu of Written Response. Whenever a full and complete answer to any interrogatory or part of an interrogatory is contained in a document or documents, the document, if properly identified as answering a specific numbered interrogatory or part of an interrogatory, may be supplied in place of a written answer provided that the specific sections or pages from the document that are responsive to the interrogatory are identified.
- I. Estimates. Whenever an interrogatory calls for numerical or chronological information, such information shall be approximated to the extent that precise figures or dates cannot be

determined. In each instance that an estimate is given, it should be identified as such together with the source of information underlying the estimate.

- J. Incomplete Response. If any interrogatory or request for production of documents cannot be answered fully, as full an answer as possible should be provided. State the reason for the inability to answer fully, and give any information, knowledge, or belief which the Respondent has regarding the unanswered portion.
- K. Deletions from Documents. Where anything has been deleted from a document produced in response to an interrogatory or request for production of documents:
- i. specify the nature of the material deleted;
  - ii. specify the reason for the deletion; and
  - iii. identify the person responsible for the deletion.
- L. Privilege as Applied to Interrogatory or Request for Admission Response. Should you believe that any information requested by any of the following interrogatories or requests for admission is privileged, please identify such information, state the privilege asserted, and state the facts giving rise to such privilege.
- M. Privilege as Applied to Document Production. If objection is made to producing any document, or any portion thereof, or to disclosing any information contained therein, in response to any interrogatory or request for production of documents on the basis of any claim of privilege, Respondent is requested to specify in writing the nature of such information and documents, and the nature of the privilege claimed, so that the Court may rule on the propriety of the objection. In the case of documents, Respondent should state:
- i. the title of the document;
  - ii. the nature of the document (e.g., interoffice memorandum, correspondence, report);
  - iii. the author or sender;
  - iv. the addressee;
  - v. the date of the document;
  - vi. the name of each person to whom the original or a copy was shown or circulated;
  - vii. the names appearing on any circulation list relating to the document;
  - viii. the basis on which privilege is claimed; and
  - ix. a summary statement of the subject matter of the document in sufficient detail to permit the court to rule on the propriety of the objection.
- N. Vague or Burdensome. It is anticipated that Respondents may object to a particular interrogatory as vague or burdensome. Complainant cannot always determine in advance which interrogatories might truly be burdensome to Respondents. It is anticipated that

Respondents will answer all interrogatories to the best of their ability and in good faith, preserving any bona fide objections if necessary.

- O. Singular/Plural. Words used in the plural shall also be taken to mean and include the singular. Words used in the singular shall also be taken to mean and include the plural.
- P. "And" and "Or". The words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive.
- Q. Identity of Party Preparing Responses. For each interrogatory, identify who provided the information upon which the response is based; whether that person has personal knowledge of the facts contained in the response; and if the party providing the responsive information does not have personal knowledge of the facts contained in the response, please identify the source of the information.

### DEFINITIONS

"Document" means all writings of any kind, including, without limitation, the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise including, without limitation, correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, receipts, returns, summaries, pamphlets, books, interoffice and intra-office communications, notations of any conversations (including, without limitation, telephone calls, meetings, and other communications), bulletins, printed matter, computer printouts, teletypes, telefax, invoices, worksheets, graphic or oral records or representations of any kind (including, without limitation, photographs, charts, graphs, microfiche, microfilm, videotapes, recordings and motion pictures), electronic, mechanical or electric records or representations of any kind (including, without limitation, tapes, cassettes, discs, recordings and computer memories), and all drafts, alterations, modifications, changes and amendments of any of the foregoing.

"UST Systems" shall mean the definition set forth in 40 C.F.R. § 280.12.

"Franklin Facility" shall mean the facility located at 197 Carrsville Highway, Franklin, Virginia.

"Person" shall mean the definition set forth in Section 9001(5) of RCRA, 42 U.S.C. § 6991(5).

"Pure Facility" shall mean the facility located at 5703 Holland Road, Suffolk, Virginia.

"Rt. 58 Facility" shall mean the facility located at 8917 S. Quay Road, Suffolk, Virginia.

"Related Party" shall mean:

- Affiliates of the enterprise. An affiliate is a party that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with an enterprise.
- Entities for which investments are accounted for by the equity method by the enterprise.
- Trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management.
- Principal owners of the enterprise. Principal owners are owners of record or known beneficial owners of more than 10 percent of the voting interests of the enterprise.
- Management of the enterprise. Management includes persons who are responsible for achieving the objectives of the enterprise and who have the authority to establish policies and make decisions by which those objectives are to be pursued. Management normally includes members of the board of directors, the chief executive officer, chief operating officer, vice presidents in charge of principal business functions (such as sales, administration, or finance), and other persons who perform similar policymaking functions. Persons without formal titles also may be members of management.
- Members of the immediate families of principal owners of the enterprise and its management. Immediate family includes family members whom a principal owner or a member of management might control or influence or by whom they might be controlled or influenced because of the family relationship.
- Other parties with which the enterprise may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests.
- Other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

### INTERROGATORIES

#### AYLIN, INC.

1. As to Aylin, Inc., from April 2008 until the present, identify each of the following:
  - a. List the name(s) of the Officers (if any);
  - b. List the name(s) of Director(s) (if any);
  - c. List the name(s) of the Shareholder(s) (if any);
  - d. List the name of the Manager(s) (if any);
  - e. Identify any other person who had authority to determine what obligations of Aylin, Inc. were to be paid or not paid; and
  - f. State the full name, residential address and position of each and every individual authorized to sign checks on behalf of Aylin, Inc.

2. With respect to each of the individuals identified in the preceding Interrogatory, identify the following:
  - a. The residential and business address;
  - b. The relationship by blood and/or marriage to others identified herein or to Adnan Kiriscioglu;
  - c. The title and responsibilities with Aylin, Inc.; and
  - d. The immediate supervisor to whom each reported with Aylin, Inc.
  
3. With respect to Aylin, Inc., state the following:
  - a. The number of shares owned by each shareholder and the dates acquired;
  - b. The type of stock issued;
  - c. The dollar amount paid by each shareholder for the initial and subsequent stock offerings, if any, and the number of shares purchased;
  - d. The identity of the person, persons, or party, or parties who prepared the stock certificates;
  - e. Whether stock certificates were delivered to the shareholder(s) and if so, the date delivered and by whom; and
  - f. Whether dividends have been paid to any class of shareholders from April 2008 to the present.
  
4. Describe with particularity the manner in which Aylin, Inc. was capitalized, including, but not limited to, the following:
  - a. The dollar amount of equity capital paid in by each shareholder;
  - b. With respect to any loan used to finance Aylin, Inc., state the:
    1. Date of each loan;
    2. Name and address of lender;
    3. Amount of loan;
    4. Amount of loan still outstanding;
    5. Names of all persons who guaranteed such loans; and
    6. Produce copies of all documents evidencing such loans, including notes and guarantees.
  
  - c. With respect to assets contributed by each shareholder, describe the asset and provide information on the original value of the asset and the date it was purchased.
  
5. Did Aylin, Inc. maintain minute books, bylaws, and copies of contracts, subcontracts and leases (hereinafter "records")? If your answer is "yes," please state the following as to any such records:

- a. The identity of the persons, persons, party, or parties responsible for maintaining said records on behalf of Aylin, Inc.;
  - b. The identity of the custodian and location of said records; and
  - c. The identity of all corporate official(s) or agents authorized to sign said records on behalf of Aylin, Inc.
6. As to each and every financial book of account, check book, ledger and record of Aylin, Inc., from April 2008 to the present, identify the following:
- a. The persons responsible to maintain said items;
  - b. The person(s) authorized to issue checks; and
  - c. The present custodian and location of said items.
7. Identify all bank accounts opened under the name Aylin, Inc., and for each account, identify:
- a. The institution in which the account was opened;
  - b. The date such account was opened, and, if closed, date of closure, and
  - c. The employer identification numbers that are associated with each bank account.
8. For each account identified in Interrogatory #7, above, indicate:
- a. The person(s) who was permitted to draw from the account;
  - b. Identify the bank account used to fulfill payroll obligations, cost of goods and services, and lease obligations at the Pure Facility from April 2008 to the present.
9. With respect to the Pure Facility:
- a. Identify the date Aylin, Inc. first conducted business;
  - b. Identify the date Aylin, Inc. last conducted business;
  - c. List the name(s) of the person(s) on behalf of Aylin, Inc. responsible for the hiring and firing of employees at the Pure Facility from April 2008 to the present;
  - d. List the name(s) of the person(s) on behalf of Aylin, Inc. responsible for the day-to-day activities at the Pure Facility from April 2008 to the present;
  - e. List the name(s) of the person(s) on behalf of Aylin, Inc. responsible for the purchase of gasoline deliveries to the UST Systems located at Pure Facility from April 2008 to the present, and by whom this authority was given or assigned by;
  - f. List the name(s) of the gasoline providers/vendors responsible for the gasoline deliveries to the UST Systems located at the Pure Facility from April 2008 to the present;
  - g. List the name(s) of the person(s) on behalf of Aylin, Inc. who were responsible for compliance with underground storage tank laws and regulations regarding the management of the UST Systems located at the Pure Facility from April 2008 to the present, and by whom this authority was given or assigned, including but not

limited to, the following:

1. Tank release detection;
  2. Tank cathodic protection;
  3. Piping release detection;
  4. Piping cathodic protection; and
  5. Record management for environmental compliance.
- h. List the name(s) of the person(s) on behalf of Aylin, Inc. responsible for the maintenance activities of the UST Systems located at the Pure Facility from April 2008 to the present, and by whom this authority was given or assigned; and
- i. List name(s) of the maintenance service providers/vendors who performed maintenance activities on the UST Systems located at the Pure Facility from April 2008 to the present.
10. List any and all assets such as cash, securities, equipment, inventory, accounts receivable, real estate or personal property, currently owned by Aylin, Inc.
- 10A. List any and all assets Aylin has sold since January 1, 2012, including the type of asset and the sale price.
11. List the corporate salaries and/or drawings/bonus to the following personnel from April 2008 to the present: a) President; b) Chairman of the Board; c) Secretary; d) Treasurer; e) Shareholders; f) employee(s), and g) any other person.
12. List all other supplementary fields of activity in which Aylin, Inc. is engaged, either directly or indirectly, through subsidiaries, or affiliates, stating the name(s) and state(s) of incorporation of each such subsidiaries or affiliates;
13. State what financial or business relationship, if any, Aylin, Inc. has in a) Rt. 58 Food Mart, Inc.; (b) Franklin Eagle Mart Corp., (c) Elizabeth NJPO and/or (d) New Jersey Petroleum Organization or (e) Adnan Kiriscioglu;
14. Please state whether Aylin, Inc. has entered into any business transaction, loan, contract or agreement with a) Rt. 58 Food Mart, Inc.; (b) Franklin Eagle Mart Corp., (c) Elizabeth NJPO, LLC., and/or (d) New Jersey Petroleum Organization or (e) Adnan Kiriscioglu, or any other related party, and for each such transaction, contract or agreement:
- a. State the nature of the transaction;
  - b. State the dates and amounts paid to the other by each;
  - c. State the current status of such transaction; and
  - d. Provide any and all documentation available for and supporting each transaction, including contract and loan agreements, copies of checks, etc.

15. List any and all transfers of any or all assets, (including real estate and/or personal property) and each cash transfer made by Aylin, Inc. from April 2008 to the present to a) Rt. 58 Food Mart, Inc.; (b) Franklin Eagle Mart Corp., (c) Elizabeth NJPO and/or (d) New Jersey Petroleum Organization or (e) Adnan Kiriscioglu or (f) any other related party. For all transactions of \$5,000 or more involving transfer or sale of an item or asset from Aylin, Inc. to a related party, provide all documentation developed by Aylin, Inc. to analyze and support the consideration exchanged for the asset transfer or sale.
16. State the purpose and nature of each transfer listed in response to Interrogatory 13, above; and list any and all current obligations, if any, monetary or otherwise, Aylin, Inc. has to a) Rt. 58 Food Mart, Inc.; (b) Franklin Eagle Mart Corp., (c) Elizabeth NJPO and/or (d) New Jersey Petroleum Organization; (e) Adnan Kiriscioglu or (f) any other related party.
17. State what financial or business relationship, if any, a) Rt. 58 Food Mart, Inc.; (b) Franklin Eagle Mart Corp., (c) Elizabeth NJPO, LLC., and/or (d) New Jersey Petroleum Organization or (e) Adnan Kiriscioglu has in Aylin, Inc.
18. From April 2008 to the present, describe any financial involvement that Aylin, Inc. has had with a) Rt. 58 Food Mart, Inc.; (b) Franklin Eagle Mart Corp.; (c) Elizabeth NJPO, LLC., and/or (d) New Jersey Petroleum Organization or (e) Adnan Kiriscioglu, including but not limited to: each time that either a) Rt. 58 Food Mart, Inc.; (b) Franklin Eagle Mart Corp. (c) Elizabeth NJPO, LLC., and/or (d) New Jersey Petroleum Organization or (e) Adnan Kiriscioglu provided funds or services to the Pure Facility that were used for capital contributions or otherwise provide financial or maintenance support to Pure Facility; and each time Aylin, Inc. received a share of the profits from Pure Facility that were either distributed from Aylin, Inc. directly or indirectly to a) Rt. 58 Food Mart, Inc.; (b) Franklin Eagle Mart Corp.; (c) Elizabeth NJPO, LLC., and/or (d) New Jersey Petroleum Organization or (e) Adnan Kiriscioglu. Please describe the circumstances surrounding each such instance or transaction, including the parties involved, the reason for their financial participation, and the terms and amount of the obligation and/or distribution, and identify any documents related to each such transaction or instance. For each loan or obligation indicate:
  - i. Date of loan; obligation or services provided;
  - i. Amount of loan or debt;
  - ii. Nature of need for loan or incident from which the debt arose;
  - iii. Any agreements with regard to repayment of any loan, obligations or services provided, and
  - iv. Length of agreed loan or obligation.
- 18.A. Identify the individual and company that prepare the financial data for Aylin, Inc. If the financial data are prepared by an employee(s), provide the name(s), position and brief job description of the employee(s), as well as the gross annual compensation and copies of the associated pay stubs. If the services are performed by a third party or a related entity,



provide all documentation regarding the services including any contract or agreement, the list of services performed, and the associated payment information, including, but not limited to, any checks, payment stubs and other payment documentation.

**RT. 58 FOOD MART, INC.**

19. As to Rt. 58 Food Mart, Inc., from April 2008 until the present, identify each of the following:
  - a. List the name(s) of the Officers (if any);
  - b. List the name(s) of Director(s) (if any);
  - c. List the name(s) of the Shareholder(s) (if any);
  - d. List the name of the Manager(s) (if any);
  - e. Identify any person who had authority to determine what obligations of Rt. 58 Food Mart, Inc. were to be paid or not paid; and
  - f. State the full name, residential address and position of every individual authorized to sign checks on behalf of Rt. 58 Food Mart, Inc.
  
20. With respect to each of the individuals identified in the preceding Interrogatory, identify the following:
  - a. The residential and business address;
  - b. The relationship by blood and/or marriage to others identified herein and to Adnan Kiriscioglu;
  - c. The title and responsibilities with Rt. 58 Food Mart, Inc.; and
  - d. The immediate supervisor to whom each reported with Rt. 58 Food Mart, Inc.
  
21. With respect to Rt. 58 Food Mart, Inc., state the following:
  - a. The number of shares owned by each shareholder and the dates acquired;
  - b. The type of stock issued;
  - c. The dollar amount paid by each shareholder for the initial and subsequent stock offerings, if any, and the number of shares purchased;
  - d. The identity of the person, persons, or party, or parties who prepared the stock certificates;
  - e. Whether stock certificates were delivered to the shareholder(s) and if so, the date delivered and by whom; and
  - f. Whether dividends have been paid to any class of shareholders from April 2008 to the present.
  
22. Describe with particularity the manner in which Rt. 58 Food Mart, Inc. was capitalized, including, but not limited to, the following:
  - a. The dollar amount of equity capital paid in by each shareholder;

- b. With respect to any loan used to finance Rt. 58 Food Mart, Inc., state the:
    1. Date of each loan;
    2. Name and address of lender;
    3. Amount of loan;
    4. Amount of loan still outstanding;
    5. Names of all persons who guaranteed such loans; and
    6. Produce copies of all documents evidencing such loans, including notes and guarantees.
  - c. With respect to assets contributed by each shareholder, describe the asset and provide information on the original value of the asset and the date it was purchased.
23. Did Rt. 58 Food Mart, Inc. maintain minute books, bylaws, and copies of contracts, subcontracts and leases (hereinafter "records")? If your answer is "yes," please state the following as to any such records:
- a. The identity of the persons, persons, party, or parties responsible for maintaining said records on behalf of Rt. 58 Food Mart, Inc.;
  - b. The identity of the custodian and location of said records; and
  - c. The identity of all corporate official(s) or agents authorized to sign said records on behalf of Rt. 58 Food Mart, Inc.
24. As to each and every financial book of account, check book, ledger and record of Rt. 58 Food Mart, Inc., April 2008 to the present, identify the following:
- a. The persons responsible for maintaining said items;
  - b. The person(s) authorized to issue checks; and
  - c. The present custodian and location of said items.
25. Identify all bank accounts opened under the name Rt. 58 Food Mart, Inc., and for each account, identify:
- a. The institution in which the account was opened;
  - b. The date such account was opened, and, if closed, date of closure, and
  - c. The employer identification numbers that are associated with each bank account.
26. For each account identified in Interrogatory #25, above, indicate:
- a. The person(s) who was permitted to draw from the account;
  - b. Identify the bank account used to fulfill payroll obligations, cost of goods and services, and lease obligations at the Rt. 58 Facility from April 2008 to the present.

27. With respect to the Rt. 58 Facility:
- a. Identify the date Rt. 58 Food Mart, Inc. first conducted business;
  - b. Identify the date Rt. 58 Food Mart, Inc. last conducted business;
  - c. List the name(s) of the person(s) on behalf of Rt. 58 Food Mart, Inc. responsible for the hiring and firing of employees at the Pure Facility from April 2008 to the present;
  - d. List the name(s) of the person(s) on behalf of Rt. 58 Food Mart, Inc. responsible for the day-to-day activities at the Rt. 58 Facility from April 2008 to the present;
  - e. List the name(s) of the person(s) on behalf of Rt. 58 Food Mart, Inc. responsible for the purchase of gasoline deliveries to the UST Systems located at Rt. 58 Facility from April 2008 to the present, and by whom this authority was given or assigned by;
  - f. List the name(s) of the gasoline providers/vendors responsible for the gasoline deliveries to the UST Systems located at the Rt. 58 Facility from April 2008 to the present;
  - g. List the name(s) of the person(s) on behalf of Rt. 58 Food Mart, Inc. responsible for compliance with underground storage tank laws and regulations regarding the management of the UST Systems located at the Rt.58 Facility from April 2008 to the present, and by whom this authority was given or assigned, including but not limited to, the following:
    1. Tank release detection;
    2. Tank cathodic protection;
    3. Piping release detection;
    4. Piping cathodic protection; and
    5. Record management for environmental compliance.
  - h. List the name(s) of the person(s) on behalf of Rt. 58 Food Mart, Inc. who were responsible for the maintenance activities of the UST Systems located at the Rt. 58 Facility from April 2008 to the present, and by whom this authority was given or assigned by; and
  - i. List name(s) of the maintenance service providers/vendors who performed maintenance activities on the UST Systems located at the Rt. 58 Facility from April 2008 to the present.
28. List any and all assets such as cash, securities, equipment, inventory, accounts receivable, real estate or personal property, currently owned by Rt. 58 Food Mart, Inc.
- 28.A. List any and all assets Rt. 58 Food Mart, Inc. has sold since January 1, 2012, including the type of asset and the sale price.

29. List the corporate salaries and/or drawings/bonus to the following personnel from April 2008 to the present: a) President; b) Chairman of the Board; c) Secretary; d) Treasurer; e) Shareholders; f) employee(s), and g) any other person(s).
30. List all other supplementary fields of activity in which Rt. 58 Food Mart, Inc. is engaged, either directly or indirectly, through subsidiaries, or affiliates, stating the name(s) and state(s) of incorporation of each such subsidiary or affiliates;
31. State what financial or business relationship, if any, Rt. 58 Food Mart, Inc. has in a) Aylin, Inc.; (b) Franklin Eagle Mart Corp., (c) Elizabeth NJPO, LLC., and/or (d) New Jersey Petroleum Organization or (e) Adnan Kiriscioglu;
32. Please state whether Rt. 58 Food Mart, Inc. has entered into any business transaction, loan, contract or agreement with a) Aylin, Inc., (b) Franklin Eagle Mart Corp., (c) Elizabeth NJPO, LLC., and/or (d) New Jersey Petroleum Organization or (e) Adnan Kiriscioglu or any other related party, and for each transaction, contract or agreement:
  - a. State the nature of the transaction;
  - b. State the dates and amounts paid to the other by each;
  - c. State the current status of such transaction, and
  - d. Provide any and all documentation available for and supporting each transaction, including contract and loan agreements, copies of checks, etc.
33. List any and all transfers of any or all assets, (including real estate and/or personal property) and each cash transfer made by Rt. 58 Food Mart, Inc. in the past five (5) years to a) Aylin, Inc.; (b) Franklin Eagle Mart Corp., (c) Elizabeth NJPO and/or (d) New Jersey Petroleum Organization or (e) Adnan Kiriscioglu or (f) any other related party. For all transactions of \$5,000 or more involving transfer or sale of an item or asset from Rt. 58 Food Mart, Inc. to a related party, provide all documentation developed by Rt. 58 Food Mart, Inc. to analyze and support the consideration exchanged for the asset transfer or sale.
34. State the purpose and nature of each transfer listed in response to Interrogatory 33, above; and list any and all current obligations, if any, monetary or otherwise, Rt. 58 Food Mart, Inc. has to a) Aylin, Inc.; (b) Franklin Eagle Mart Corp., (c) Elizabeth NJPO and/or (d) New Jersey Petroleum Organization or (e) Adnan Kiriscioglu or (f) any other related party.
35. State what financial or business relationship, if any, a) Aylin, Inc.; (b) Franklin Eagle Mart Corp.; (c) Elizabeth NJPO, LLC., and/or (d) New Jersey Petroleum Organization or (e) Adnan Kiriscioglu has in Rt. 58 Food Mart, Inc.;
36. From April 2008 to the present, describe any financial involvement that Rt. 58 Food Mart, Inc. has had with a) Aylin, Inc.; (b) Franklin Eagle Mart Corp.; (c) Elizabeth NJPO, LLC., and/or (d) New Jersey Petroleum Organization or (e) Adnan Kiriscioglu, including but not limited to: each time that either a) Aylin, Inc.; (b) Franklin Eagle Mart Corp.; (c) Elizabeth

NJPO, LLC., and/or (d) New Jersey Petroleum Organization or (e) Adnan Kiriscioglu provided funds or services to the Rt. 58 Facility that were used for capital contributions or otherwise provide financial or maintenance support to Rt. 58 Facility; and each time Rt. 58 Food Mart, Inc. received a share of the profits from Rt. 58 Facility that were either distributed from Rt. 58 Food Mart, Inc. directly or indirectly to either a) Aylin, Inc.; (b) Franklin Eagle Mart Corp.; (c) Elizabeth NJPO, LLC., and/or (d) New Jersey Petroleum Organization or (e) Adnan Kiriscioglu. Please describe the circumstances surrounding each such instance or transaction, including the parties involved, the reason for your financial participation, and the terms and amount of the obligation and/or distribution, and identify any documents related to each such transaction or instance. For each loan or obligation indicate:

- i. Date of loan or obligation;
- v. Amount of loan or debt;
- vi. Nature of need for loan or incident from which the debt arose;
- vii. Any agreements with regard to repayment of any loan, and
- viii. Length of agreed loan or obligation.

36.A. Identify the individual and company that prepare the financial data for Rt.58 Food Mart, Inc. If the financial data are prepared by an employee(s), provide the name(s), position and brief job description of the employee(s), as well as the gross annual compensation and copies of the associated pay stubs. If the services are performed by a third party or a related entity, provide all documentation regarding the services including any contract or agreement, the list of services performed, and the associated payment information, including, but not limited to, any checks, payment stubs and other payment documentation.

#### **FRANKLIN EAGLE MART CORP.**

37. As to Franklin Eagle Mart Corp., from April 2008 until the present, identify each of the following:

- a. List the name(s) of the Officers (if any);
- b. List the name(s) of Director(s) (if any);
- c. List the name(s) of the Shareholder(s) (if any);
- d. List the name of the Manager(s) (if any);
- e. Identify any person who had authority to determine what obligations of Franklin Eagle Mart Corp. were to be paid or not paid; and
- f. State the full name, residential address and position of each and every individual authorized to sign checks on behalf of Franklin Eagle Mart Corp.

38. With respect to each of the individuals identified in the preceding Interrogatory, identify the following:

- a. The residential and business address;

- b. The relationship by blood and/or marriage to others identified herein and to Adnan Kiriscioglu;
  - c. The title and responsibilities with Franklin Eagle Mart Corp.; and
  - d. The immediate supervisor to whom each reported with Franklin Eagle Mart Corp.
39. With respect to Franklin Eagle Mart Corp., state the following:
- a. The number of shares owned by each shareholder and the dates acquired;
  - b. The type of stock issued;
  - c. The dollar amount paid by each shareholder for the initial and subsequent stock offerings, if any, and the number of shares purchased;
  - d. The identity of the person, persons, or party, or parties who prepared the stock certificates;
  - e. Whether stock certificates were delivered to the shareholder(s) and if so, the date delivered and by whom; and
  - f. Whether dividends have been paid to any class of shareholders from April 2008 to the present.
40. Describe with particularity the manner in which Franklin Eagle Mart Corp. was capitalized, including, but not limited to, the following:
- a. The dollar amount of equity capital paid in by each shareholder;
  - b. With respect to any loan used to finance Franklin Eagle Mart Corp., state the:
    - 1. Date of each loan;
    - 2. Name and address of lender;
    - 3. Amount of loan;
    - 4. Amount of loan still outstanding;
    - 5. Names of all persons who guaranteed such loans; and
    - 6. Produce copies of all documents evidencing such loans, including notes and guarantees.
  - c. With respect to assets contributed by each shareholder, describe the asset and provide information on the original value of the asset and the date it was purchased.
41. Did Franklin Eagle Mart Corp. maintain minute books, bylaws, and copies of contracts, subcontracts and leases (hereinafter "records")? If your answer is "yes," please state the following as to any such records:
- a. The identity of the persons, persons, party, or parties responsible for maintaining said records on behalf of Franklin Eagle Mart Corp.;
  - b. The identity of the custodian and location of said records; and
  - c. The identity of all corporate official(s) or agents authorized to sign said records on behalf of Franklin Eagle Mart Corp.

42. As to each and every financial book of account, check book, ledger and record of Franklin Eagle Mart Corp., from April 2008 to the present, identify the following:
  - a. The persons responsible to maintain said items;
  - b. The person(s) authorized to issue checks; and
  - c. The present custodian and location of said items.
  
43. Identify all bank accounts opened under the name Franklin Eagle Mart Corp. and for each account, identify:
  - a. The institution in which the account was opened;
  - b. The date such account was opened, and, if closed, date of closure, and
  - c. The employer identification numbers that are associated with each bank account.
  
44. For each account identified in Interrogatory #43, above, indicate:
  - a.. The person(s) that was permitted to draw from the account;
  - b. The bank account used to fulfill payroll obligations, cost of goods and services, and lease obligations at the Franklin Eagle Mart facility from April 2008 to the present.
  
45. With respect to the Franklin Facility:
  - a. Identify the date Franklin Eagle Mart Corp. first conducted business;
  - b. Identify the date Franklin Eagle Mart Corp. last conducted business;
  - c. List the name(s) of the person(s) on behalf of Rt. 58 Food Mart, Inc. responsible for the hiring and firing of employees at the Pure Facility from April 2008 to the present;
  - d. List the name(s) of the person(s) on behalf of Franklin Eagle Mart Corp. responsible for the day-to-day activities at the Franklin Facility from April 2008 to the present;
  - e. List the name(s) of the person(s) on behalf of Franklin Eagle Mart Corp. responsible for the purchase of gasoline deliveries to the UST Systems located at Franklin Facility from April 2008 to the present, and by whom this authority was given or assigned by;
  - f. List the name(s) of the gasoline providers/vendors responsible for the gasoline deliveries to the UST Systems located at the Franklin Facility from April 2008 to the present;
  - g. List the name(s) of the person(s) on behalf of Franklin Eagle Mart Corp. for compliance with underground storage tank laws and regulations regarding the management of the UST Systems located at the Franklin Facility from April 2008 to the present, and by whom this authority was given or assigned, including but not limited to, the following:

1. Tank release detection;
  2. Tank cathodic protection;
  3. Piping release detection;
  4. Piping cathodic protection; and
  5. Record management for environmental compliance.
- h. List the name(s) of the person(s) on behalf of Franklin Eagle Mart Corp. who were responsible for the maintenance activities of the UST Systems located at the Franklin Facility from April 2008 to the present, and by whom this authority was given or assigned; and
- i. List name(s) of the maintenance service providers/vendors who performed maintenance activities on the UST Systems located at the Franklin Facility from April 2008 to the present.
46. List any and all assets such as cash, securities, equipment, inventory, accounts receivable, real estate or personal property, currently owned by Franklin Eagle Mart Corp.
- 46.A. List any and all assets Franklin Eagle Mart Corp. has sold since January 1, 2012, including the type of asset and the sale price.
47. List the corporate salaries of and/or drawings/bonus to the following personnel from April 2008 to the present: a) President; b) Chairman of the Board; c) Secretary; d) Treasurer; e) Shareholders; f) employee(s), and g) any other person(s).
48. List all other supplementary fields of activity in which Franklin Eagle Mart Corp. is engaged, either directly or indirectly, through subsidiaries, or affiliates, stating the name(s) and state(s) of incorporation of each such subsidiary or affiliates;
49. State what financial or business relationship, if any, Franklin Eagle Mart Corp. has in a) Rt. 58 Food Mart, Inc.; (b) Aylin, Inc., (c) Elizabeth NJPO and/or (d) New Jersey Petroleum Organization;
50. State whether Franklin Eagle Mart Corp. has entered into any business transaction, loan, contract or agreement with a) Rt. 58 Food Mart, Inc.; (b) Aylin, Inc. (c) Elizabeth NJPO, LLC., and/or (d) New Jersey Petroleum Organization and (e) Adnan Kiriscioglu or any other related party, and for each transaction, contract or agreement:
- a. State the nature of the transaction;
  - b. State the dates and amounts paid to the other by each;
  - c. State the current status of such transaction, and
  - d. Provide any and all documentation available for and supporting each transaction, including contract and loan agreements, copies of checks, etc.



51. List any and all transfers of any or all assets, (including real estate and/or personal property) and each cash transfer made by Franklin Eagle Mart Corp. from April 2008 to the present to a) Rt. 58 Food Mart, Inc.; (b) Aylin, Inc., (c) Elizabeth NJPO, LLC., and/or (d) New Jersey Petroleum Organization or (e) Adnan Kiriscioglu or (f) any other related party. For all transactions of \$5,000 or more involving transfer or sale of an item or asset from Franklin Eagle Mart Corp. to a related party, provide all documentation developed by Franklin Eagle Mart Corp. to analyze and support the consideration exchanged for the asset transfer or sale.
52. State the purpose and nature of each transfer listed in response to Interrogatory 49, above; and list any and all current obligations, if any, monetary or otherwise, Franklin Eagle Mart Corp. has to a) Rt. 58 Food Mart, Inc.; (b) Aylin, Inc., (c) Elizabeth NJPO and/or (d) New Jersey Petroleum Organization or (e) Adnan Kiriscioglu or (f) any other related party.
53. State what financial or business relationship, if any, a) Rt. 58 Food Mart, Inc.; (b) Aylin, Inc. (c) Elizabeth NJPO, LLC., LLC. and/or (d) New Jersey Petroleum Organization or (e) Adnan Kiriscioglu has in Franklin Eagle Mart Corp.
54. From April 2008 to the present, describe any financial involvement that Franklin Eagle Mart Corp. has had with a) Aylin, Inc., (b) Rt. 58 Food Mart, Inc., (c) Elizabeth NJPO, LLC., and/or (d) New Jersey Petroleum Organization or (e) Adnan Kiriscioglu, including but not limited to: each time that either a) Aylin, Inc.; (b) Rt. 58 Food Mart, Inc. (c) Elizabeth NJPO, LLC., and/or (d) New Jersey Petroleum Organization or (e) Adnan Kiriscioglu provided funds or services to the Franklin Facility that were used for capital contributions or otherwise provide financial or maintenance support to Franklin Facility; and each time Franklin Eagle Mart Corp. received a share of the profits from Franklin Facility that were either distributed from Franklin Eagle Mart, Corp. directly or indirectly to either a) Aylin, Inc.; (b) Rt. 58 Food Mart, Inc. (c) Elizabeth NJPO, LLC., and/or (d) New Jersey Petroleum Organization or (e) Adnan Kiriscioglu. Please describe the circumstances surrounding each such instance or transaction, including the parties involved, the reason for your financial participation, and the terms and amount of the obligation and/or distribution, and identify any documents related to each such transaction or instance. For each loan or obligation indicate:
- i. Date of loan or obligation;
  - ix. Amount of loan or debt;
  - x. Nature of need for loan or incident from which the debt arose;
  - xi. Any agreements with regard to repayment of any loan, and
  - xii. Length of agreed loan or obligation.
- 54.A. Identify the individual and company that prepare the financial data for Aylin, Inc. If the financial data are prepared by an employee(s), provide the name(s), position and brief job description of the employee(s), as well as the gross annual compensation and copies of the

associated pay stubs. If the services are performed by a third party or a related entity, provide all documentation regarding the services including any contract or agreement, the list of services performed, and the associated payment information, including, but not limited to, any checks, payment stubs and other payment documentation.

### **ADNAN KIRISCIOGLU**

Please identify for Adnan Kiriscioglu, from April 2008 until the present, the following:

55. Describe any ownership interest, if any, you might have in Franklin Eagle Mart Corp., including:
  - a. the nature of the interest;
  - b. the date on which you acquired the interest;
  - c. the consideration paid for the interest;
  - d. the date of the initial capitalization made by you;
  - e. the amount of the initial capitalization made by you;
  - f. the person or entity from whom you acquired that interest, if any;
  - g. the date and means by which such interest terminated;
  - h. each person with knowledge of the relevant facts relating to your ownership interests; and
  - i. the identity of each document related to such interest.
  
56. From April 2008 to the present, describe your relationship, position, duties, and responsibilities with respect to Franklin Eagle Mart Corp. Specify the time period that you had such relationship or position, and performed such responsibilities and/or duties.
  
57. From April 2008 to the present, describe any financial involvement that you have had with Franklin Eagle Mart Corp., including but not limited to:
  - a. Each time you provided funds to Franklin Eagle Mart Corp. that were used for capital contributions or otherwise provide financial support to Franklin Eagle Mart Corp.;
  - b. Each time you received a share of the profits from Franklin Eagle Mart Corp. that were either distributed from Franklin Eagle Mart Corp. directly to you or indirectly to you;
  - c. Each time you guaranteed an obligation of Franklin Eagle Mart Corp. such as a mortgage, loan, or any other such financial obligation;
  - d. Each time you participated in a financial transaction involving Franklin Eagle Mart Corp. in any way; and any other instances where you provided funds or other financial support to, or received funds or other financial support from, Franklin Eagle Mart Corp.

58. Please describe the circumstances surrounding each such instance or transaction, including the parties involved, the reason for your financial participation, and the terms and amount of the obligation and/or distribution, and identify and provide any and all documents related to each such transaction or instance with respect to Interrogatory 57, above. For each loan or obligation indicate:
- i. Date of loan or obligation;
  - ii. Amount of loan or debt;
  - iii. Nature of need for loan or incident from which the debt arose;
  - iv. Any agreements with regard to repayment of any loan, and
  - v. Length of agreed loan or obligation.
59. Describe any ownership interest, if any, you might have in Aylin, Inc., including:
- a. the nature of the interest;
  - b. the date on which you acquired the interest;
  - c. the consideration paid for the interest;
  - d. the date of the initial capitalization made by you;
  - e. the amount of the initial capitalization made by you;
  - f. the person or entity from whom you acquired that interest, if any;
  - g. the date and means by which such interest terminated;
  - h. each person with knowledge of the relevant facts relating to your ownership interests; and
  - i. the identity of each document related to such interest.
60. From April 2008 to the present, describe your relationship, position, duties, and responsibilities with respect to Aylin, Inc. Specify the time period that you had such relationship or position, and performed such responsibilities and/or duties.
61. From April 2008 to the present, describe any financial involvement that you have had with Aylin, Inc., including but not limited to:
- a. Each time you provided funds to Aylin, Inc. that were used for capital contributions or otherwise provide financial support to Aylin, Inc.;
  - b. Each time you received a share of the profits from Aylin, Inc. that were either distributed from Aylin, Inc. directly to you or indirectly to you;
  - c. Each time you guaranteed an obligation of Aylin, Inc. such as a mortgage, loan, or any other such financial obligation;
  - d. Each time you participated in a financial transaction involving Aylin, Inc. in any way; and any other instances where you provided funds or other financial support to, or received funds or other financial support from, Aylin, Inc.

62. Please describe the circumstances surrounding each such instance or transaction, including the parties involved, the reason for your financial participation, and the terms and amount of the obligation and/or distribution, and identify and provide any and all documents related to each such transaction or instance with respect to Interrogatory 61, above. For each loan or obligation indicate:
- i. Date of loan or obligation;
  - ii. Amount of loan or debt;
  - iii. Nature of need for loan or incident from which the debt arose;
  - iv. Any agreements with regard to repayment of any loan, and
  - v. Length of agreed loan or obligation.
63. Describe any ownership interest, if any, you might have in Rt. 58 Food Mart, Inc., including:
- a. the nature of the interest;
  - b. the date on which you acquired the interest;
  - c. the consideration paid for the interest;
  - d. the date of the initial capitalization made by you;
  - e. the amount of the initial capitalization made by you;
  - f. the person or entity from whom you acquired that interest, if any;
  - g. the date and means by which such interest terminated;
  - h. each person with knowledge of the relevant facts relating to your ownership interests; and
  - i. the identity of each document related to such interest.
64. From April 2008 to the present, describe your relationship, position, duties, and responsibilities with respect to Rt. 58 Food Mart, Inc. Specify the time period that you had such relationship or position, and performed such responsibilities and/or duties.
65. From April 2008 to the present, describe any financial involvement that you have had with Rt. 58 Food Mart, Inc., including but not limited to:
- a. Each time you provided funds to Rt. 58 Food Mart, Inc. that were used for capital contributions or otherwise provide financial support to Rt. 58 Food Mart, Inc.;
  - b. Each time you received a share of the profits from Rt. 58 Food Mart, Inc. that were either distributed from Rt. 58 Food Mart, Inc. directly to you or indirectly to you;
  - c. Each time you guaranteed an obligation of Rt. 58 Food Mart, Inc. such as a mortgage, loan, or any other such financial obligation;

- d. Each time you participated in a financial transaction involving Rt. 58 Food Mart, Inc. in any way; and any other instances where you provided funds or other financial support to, or received funds or other financial support from, Rt. 58 Food Mart, Inc.
66. Please describe the circumstances surrounding each such instance or transaction, including the parties involved, the reason for your financial participation, and the terms and amount of the obligation and/or distribution, and identify and provide any and all documents related to each such transaction or instance with respect to Interrogatory 65, above. For each loan or obligation indicate:
  - i. Date of loan or obligation;
  - ii. Amount of loan or debt;
  - iii. Nature of need for loan or incident from which the debt arose;
  - iv. Any agreements with regard to repayment of any loan, and
  - v. Length of agreed loan or obligation.
67. Describe any ownership interest, if any, you might have in Elizabeth NJPO, LLC., and/or New Jersey Petroleum Organization, including:
  - a. the nature of the interest;
  - b. the date on which you acquired the interest;
  - c. the consideration paid for the interest;
  - d. the date of the initial capitalization made by you;
  - e. the amount of the initial capitalization made by you;
  - f. the person or entity from whom you acquired that interest, if any;
  - g. the date and means by which such interest terminated;
  - h. each person with knowledge of the relevant facts relating to your ownership interests; and
  - i. the identity of each document related to such interest.
68. From April 2008 to the present, describe your relationship, position, duties, and responsibilities with respect to Elizabeth NJPO, LLC., and/or New Jersey Petroleum Organization. Specify the time period that you had such relationship or position, and performed such responsibilities and/or duties.
69. From April 2008 to the present, describe any financial involvement that you have had with Elizabeth NJPO, LLC., and/or New Jersey Petroleum Organization, including but not limited to:
  - a. Each time you provided funds to Elizabeth NJPO, LLC., and/or New Jersey Petroleum Organization that were used for capital contributions or otherwise provide financial support to Elizabeth NJPO, LLC., and/or New Jersey Petroleum Organization;

- b. Each time you received a share of the profits from Elizabeth NJPO, LLC., and/or New Jersey Petroleum Organization that were either distributed from Elizabeth NJPO, LLC., and/or New Jersey Petroleum Organization directly to you or indirectly to you;
  - c. Each time you guaranteed an obligation of Elizabeth NJPO, LLC., and/or New Jersey Petroleum Organization such as a mortgage, loan, or any other such financial obligation;
  - d. Each time you participated in a financial transaction involving Elizabeth NJPO, LLC., and/or New Jersey Petroleum Organization in any way; and any other instances where you provided funds or other financial support to, or received funds or other financial support from, Elizabeth NJPO, LLC., and/or New Jersey Petroleum Organization.
70. Please describe the circumstances surrounding each such instance or transaction, including the parties involved, the reason for your financial participation, and the terms and amount of the obligation and/or distribution, and identify and provide any and all documents related to each such transaction or instance with respect to Interrogatory 69, above. For each loan or obligation indicate:
- i. Date of loan or obligation;
  - ii. Amount of loan or debt;
  - iii. Nature of need for loan or incident from which the debt arose;
  - iv. Any agreements with regard to repayment of any loan, and
  - v. Length of agreed loan or obligation.

#### **DOCUMENT REQUEST**

71. Any and all documents identified, described, consulted or relied upon in response to any Interrogatory.
72. Any and all documents which contain information relating or referring to Aylin, Inc. purchase and ownership of the assets comprising the Pure Facility, including, without limitation, lease documents, any and all financing documents, and purchase agreements.
73. Any and all documents which contain information relating or referring to Rt. 58 Food Mart, Inc. purchase and ownership of the assets comprising the Rt.58 Facility, including, without limitation, lease documents, any and all financing documents, and purchase agreements.
74. Any and all documents which contain information relating or referring to Franklin Eagle Mart Corp. purchase and ownership of the assets comprising the Franklin Facility, including, without limitation, lease documents, any and all financing documents, and purchase agreements.

75. Any and all loan documents, any and all promissory notes and security agreements, business transaction, invoices, and any contracts or agreements between Aylin, Inc. and Rt. 58 Food Mart, Inc.
76. Any and all loan documents, any and all promissory notes and security agreements, business transaction, business transaction, invoices, and any contracts or agreements between Aylin, Inc. and Franklin Eagle Mart Corp.
77. Any and all loan documents, any and all promissory notes and security agreements, business transaction, business transaction, invoices, and any contracts or agreements between Aylin, Inc. and Adnan Kiriscioglu.
78. Any and all loan documents, any and all promissory notes and security agreements, business transaction, business transaction, invoices, and any contracts or agreements between Aylin, Inc. and Elizabeth NJPO, LLC. and/or New Jersey Petroleum Organization.
79. Any and all loan documents any and all promissory notes and security agreements, business transaction, invoices, and any contracts or agreements between Rt. 58 Food Mart, Inc. and Elizabeth NJPO, LLC. and/or New Jersey Petroleum Organization
80. Any and all loan documents, any and all promissory notes and security agreements, business transaction, business transaction, invoices, and any contracts or agreements between Adnan Kiriscioglu and Rt. 58 Food Mart, Inc.
81. Any and all loan documents, any and all promissory notes and security agreements, business transaction, business transaction, invoices, and any contracts or agreements between Rt. 58 Food Mart, Inc. and Franklin Eagle Mart Corp.
82. Any and all loan documents, any and all promissory notes and security agreements, business transaction, business transaction, invoices, and any contracts or agreements between Adnan Kiriscioglu and Franklin Eagle Mart Corp.
83. Any and all loan documents, any and all promissory notes and security agreements, business transaction, business transaction, invoices, and any contracts or agreements between Adnan Kiriscioglu and Elizabeth NJPO, LLC. and/or New Jersey Petroleum Organization.
84. Any and all loan documents, any and all promissory notes and security agreements, business transaction, business transaction, invoices, and any contracts or agreements between Franklin Eagle Mart Corp. and Elizabeth NJPO, LLC. and/or New Jersey Petroleum Organization.

85. Copies of any and all shareholders agreements, bylaws, and the minutes for any and all corporate meetings for Aylin, Inc. from April 2008 to the present.
86. Copies of any and all shareholders agreements, bylaws, and the minutes for any and all corporate meetings for Rt. 58 Food Mart, Inc. from April 2008 to the present.
87. Copies of any and all shareholders agreements, bylaws, and the minutes for any and all corporate meetings for Franklin Eagle Mart Corp. from April 2008 to the present.
88. Copies of any and all insurance policies that were issued on behalf of Aylin, Inc. that refer to or relate to their ownership and/or operation of the Pure Facility from April 2008 to the present.
89. Copies of any and all insurance policies that were issued on behalf of Rt. 58 Food Mart, Inc. that refer to or relate to their ownership and/or operation of the Rt. 58 Facility from April 2008 to the present.
90. Copies of any and all insurance policies that were issued on behalf of Franklin Eagle Mart Corp. that refer to or relate to their ownership and/or operation of the Franklin Facility from April 2008 to the present.
91. Copies of the three most recent years of signed and dated federal income tax returns for Respondent Adnan Kirisgioglu.
92. Completed signed and dated copy of the attached Individual Ability to Pay Claim (Attachment "B") prepared by Respondent Adnan Kirisgioglu or his accountant or other representative on his behalf.
93. For Respondents, Aylin, Inc., Rt. 58 Food Mart, Inc., and Franklin Eagle Mart Corp., copies of complete financial statements for the three most recent past fiscal years prepared on behalf of each such corporate entity, and such statements should include all balance sheets, income statements, statements of operations, retained earnings and cash flows.;
94. For Respondents, Aylin, Inc., Rt. 58 Food Mart, Inc., and Franklin Eagle Mart Corp., copies of any financial projections for each such corporate entity developed for the year 2014.
95. For Respondents, Aylin, Inc., Rt. 58 Food Mart, Inc., and Franklin Eagle Mart Corp., provide all documents identifying or analyzing the market value for each parcel of land, improvements, and equipment owned by each of the three corporate respondents.



96. For Respondents, Aylin, Inc., Rt. 58 Food Mart, Inc., and Franklin Eagle Mart Corp., provide the general ledgers from January 2009 to present for each of the three corporate respondents. Provide the chart of accounts for each of the three corporate respondents.
97. For Respondents, Aylin, Inc., Rt. 58 Food Mart, Inc., and Franklin Eagle Mart Corp., copies of the asset ledger for all assets owned by each such corporate entity during the three most recent years.
98. Copies of any and all documents that the Respondents deem relevant and supportive of the claim of inability to pay/financial hardship.

ATTACHMENT B

**INDIVIDUAL ABILITY TO PAY CLAIM**

Financial Data Request Form

This form requests information regarding the financial status for your household, including spouse and dependents. The data will be used to evaluate your ability to pay for environmental cleanup or penalties. If you need more space for your answers, please attach additional sheets of paper. Note that further documentation may be requested of any of your responses. Any other information you wish to provide supporting your case is welcome, particularly if you feel your situation is not adequately described through the information requested here.

Certification

Under penalties of perjury, I declare that this statement of assets, liabilities, and other information is true, correct, and complete to the best of my knowledge and belief. I further understand that I will be subject to prosecution by the U.S. Environmental Protection Agency to the fullest extent possible under the law should I provide any information that is not true, correct, and complete to the best of my knowledge.

Signature:		Date:	
Printed Name:			
Spouse's Signature:		Date:	
Spouse's Printed Name:			
Names of Additional Household Members:			
Street Address:			
City:		State:	Zip:
County:			

**Household Members' Income**

*List all income that household members earn and provide tax returns for last three years.*

Name	Relationship to Applicant	self	spouse				For income period, specify either Weekly, Monthly, Quarterly, or Yearly.			
							W	M	Q	Y
Age										
Gender										
Employer										
Years Employed										
Gross (Pre-Tax) Income										
Wages/Salaries										
Sales Commissions										
Investment Income										
Net Business Income										
Rental Income										
Pension Income										
Child Support										
Alimony										
Other (attach description)										

### Household Living Expenses

List household living expenses typical of last year, indicating if any are likely to change significantly in the current year. If you own an operating business, exclude any business expenses; instead, attach any available financial statements for your business.

Expense	Amount	Period			
		W	M	Q	Y
Rent					
Home maintenance					
Transportation (inc. auto maint.)					
Home heating oil, gas, etc.					
Electricity					
Water & sewer					
Telephone					
Food					
Clothing, personal care					
Medical (other than premiums)					
Mortgage payments (principal and interest only)					
Car payments					
Credit card interest					
Educational loan payments					
Other debt payments					
Home insurance					
Life insurance					
Auto insurance					
Medical insurance					
Property taxes					
Federal income taxes (net of any refunds)					
State & local income taxes (net of any refunds)					
FICA					
Other taxes					
Childcare					
Tuition					
Legal or professional fees					
Other (attach description)					

**Net Worth**

*Provide the following information to the best of your ability. Data should be as current as possible, as well as include spouse and dependents. Estimates are acceptable; if you wish note such items with an "E". If you are the sole proprietor of a business, please list business assets and liabilities to the extent that the information sought is not already provided in your tax returns, in addition to personal assets and liabilities. Mark these entries with a "B" to identify them as business assets and liabilities.*

	<b>Assets</b>	<b>Liabilities</b>	<b>Comments</b>
<b>Bank Accounts</b>	<b>Balance</b>		
<i>Checking, NOW, Savings, Money Market, CDs etc.</i>			
<b>Financial Investments (stocks, bonds, etc.)</b>	<b>Market Value</b>		
<b>Retirement Funds and Accounts</b>	<b>Market Value</b>		
<i>IRA, 401(k), Keogh, vested interest in company retirement fund, etc.</i>			
<b>Life Insurance Policies (with cash value)</b>	<b>Cash Value</b>		
<i>Whole life, universal life, etc.</i>			
<b>Vehicles Used for Commuting</b>	<b>Market Value</b>	<b>Loan Balance</b>	
<i>Cars, trucks, motorcycles, etc.: list up to two vehicles used for commuting purposes.</i>			
<b>Vehicles (other than for commuting)</b>	<b>Market Value</b>	<b>Loan Balance</b>	
<i>Cars, trucks, motorcycles, recreational vehicles, motor homes, boats, airplanes.</i>			
<b>Primary Residence</b>	<b>Market Value</b>	<b>Mortgage Balance</b>	
<b>Real Estate (other than primary residence)</b>	<b>Market Value</b>	<b>Mortgage Balance</b>	
<i>Lands, buildings, land with buildings.</i>			

Personal Property	Market Value	Debt Balance	
<i>Household Goods and Furniture, Jewelry, Art, Antiques, Collections, Precious Metals, etc.; list only items with a value greater than \$500.</i>			
<b>Credit Cards and Lines of Credit</b>		<b>Balance Due</b>	
<b>Other Debts and/or Assets</b>	<b>Market Value</b>	<b>Debt Balance</b>	
<i>Any other assets and any debts on those assets, plus any other debts owed to individuals, fixed obligations, taxes owed, overdue alimony or child support, etc.</i>			

**Additional Information**

*For any question that you check off as applicable, provide additional information below or on separate pages, for both yourself and your spouse, as well as for any dependents.*

Reason to believe financial situation will change during the next year?	
Currently selling or purchasing any real estate?	
Property held by other person/entity on applicant's behalf?	
Party in pending lawsuit (other than this enforcement action)?	
Any belongings repossessed in last three years?	
Is applicant a Trustee, Executor, or Administrator?	
Participant or beneficiary of estate or profit-sharing plan?	
Declared bankruptcy in last seven years?	
Receive any type of federal aid or public assistance?	