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Division of Consumer Affairs

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS

In the Matter of COMPUTECHNOLOGIES, L.L.C., and ANTHONY ITALIANO, Individually, Respondents.	Administrative Action **CONSENT ORDER**

WHEREAS this matter having been opened by the New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division"), as an investigation to ascertain whether violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), and the Deceptive Mail Order Practices Regulations, N.J.A.C. 13:45A-1.1 et seq. ("Mail Order Regulations") have been or are being committed by Computechnologies, L.L.C., and Anthony Italiano, as well as by their owners, officers, directors, managers, agents, servants, employees, representatives, independent contractors, subsidiaries, successors and assigns (collectively,"Respondents"), (hereinafter referred to as the "Investigation");

WHEREAS Respondents, with a main business address of 144 North Beverwyck Road, Suite 159, Lake Hiawathia, New Jersey, 07034, are engaged in the business of offering for Sale and selling computer parts through websites located at www.computechnologiesinc.com, www.computerpartsnmore.com, www.aliencomputerservices.com, and www.dellpartsnmore.com;

WHEREAS the Division alleges that Respondents have committed violations of the CFA and/or the Mail Order Regulations;

WHEREAS Respondents deny that they have committed any violations of the CFA and/or the Mail Order Regulations;

WHEREAS the Division and Respondents (collectively, the "Parties") having reached an amicable agreement resolving the issues in controversy and concluding the Investigation without the need for further action, and Respondents having voluntarily cooperated with the Investigation and consented to the entry of the within order ("Consent Order") without having admitted any fact or violation of law , and for good cause shown:

IT IS ORDERED as follows:

1. EFFECTIVE DATE

1.1 This Consent Order is effective on the date that it is filed with the Division ("Effective Date").

2. DEFINITIONS

As used in this Consent Order, the following words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Order:

2.1 "Additional Consumer" shall refer to any Consumer who submits to the Division directly or through another agency, a written Consumer complaint concerning Respondents' business practices after the Effective Date.

2.2 "ADR Unit" shall refer to the Alternative Dispute Resolution Unit of the Division.

2.3 "Attorney General" shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

2.4 "Clearly and Conspicuously" shall mean a statement that, regardless of the medium in which it is made, is presented in such size, color, contrast, duration, location and audibility, compared to the other information with which it is presented, that it is readily apparent and understandable and in language and terms used in accordance with their common or ordinary usage and meaning. If such statement modifies, explains or clarifies other information with which it is presented, it must be presented in proximity to the information it modifies, explains or clarifies and in a manner that is readily apparent and understandable.

2.5 "Consumer" shall refer to any Person, who is offered Merchandise, for Sale.

2.6 "Merchandise" shall be defined in accordance with N.J.S.A. 56:8-1(c), and shall include computer products.

2.7 "National Credit Reporting Agencies" shall include, but is not limited to the following agencies: Equifax Credit Information Services; Experian; and TransUnion.

2.8 "Person[s]" shall be defined in accordance with N.J.S.A. 56:8-1(d).

2.9 "Respondents' Websites" shall refer to www.computechnologiesinc.com, www.computerpartsnmore.com, www.aliencomputerservices.com, www.dellpartsnmore.com, and any other website owned, operated, managed or otherwise controlled by Respondents.

2.10 "Restitution" shall refer to all methods to resolve adverse actions or losses to Consumers including, but not limited to, the issuance of credits or refunds or the reversal of credit card or debit card charges.

2.11 "Sale" shall be defined in accordance with N.J.S.A. 56:8-1(e).

2.12 "State" shall refer to the State of New Jersey.

3. REQUIRED AND PROHIBITED BUSINESS PRACTICES

3.1 Respondents shall not engage in any unfair or deceptive acts or practices in the conduct of their business in the State and shall comply with all applicable State and/or Federal laws, rules and regulations as now constituted or as may hereafter be amended including, but not limited to, the CFA and/or the Mail Order Regulations.

3.2 Respondents shall create and maintain a customer service telephone number for Consumers, and shall Clearly and Conspicuously set forth the customer service telephone number on all of Respondents' Websites.

3.3 Respondents shall maintain a physical mailing address in New Jersey where Consumers may send notices and/or inquiries related to customer service issues. Said address shall be posted Clearly and Conspicuously on Respondents' Websites.

3.4 Respondents shall create and maintain the following changes to the "Terms and Conditions" section of Respondents' Websites:

a) Eliminate the section entitled "Chargeback/Collections"; and

b) Remove any references to estimated shipping dates.

3.5 On or before the Effective Date, Respondents shall provide the Division with a list containing the names, addresses, e-mail addresses, and telephone numbers of all Consumers that Respondents referred to any collection agency.

3.6 On or before the Effective Date, Respondents shall provide the Division with the names, addresses (street and mailing), e-mail addresses and telephone numbers for all of the collection agencies that Respondents have used for collections from Consumers who purchased Merchandise from Respondents' Webside.

3.7 On or before the Effective Date, Respondents shall send a letter to all of the collection agencies used by them, a copy of which shall also be provided to the Division, directing the collection agencies to:

a. Cease all collections resulting from Consumer Sales from Respondents' Websites; and

b. Retract any outstanding debt information sent to the National Credit Reporting Agencies regarding Consumers who purchased Merchandise from Respondents' Websites.

3.8 On or before the Effective Date, Respondents shall supply the Division with documentation confirming that the collection agencies used by Respondents are no longer pursuing collections from Consumers, on behalf of Respondents, and that the collection agencies have notified the National Credit Report Agencies that they are no longer pursuing collections on behalf of Respondents.

4. ADDITIONAL CONSUMER COMPLAINTS

4.1 For a period of one (1) year from the Effective Date, the Division shall forward to Respondents copies of any Additional Consumer complaint received by the Division. The Division shall forward to Respondents the Additional Consumer complaint within thirty (30) days of the Division's receipt thereof.

4.2 The Division shall notify the Additional Consumer, in writing, of the following: (a) that the Additional Consumer complaint has been forwarded to Respondents; (b) that he/she should expect a response from Respondents within thirty (30) days; and (c) the right to refer the Additional Consumer complaint to the ADR Unit for binding arbitration if Respondents dispute the Additional Consumer complaint and/or requested relief.

4.3 Within thirty (30) days of receiving the Additional Consumer complaint from the Division, Respondents shall send a written response to each Additional Consumer, with a copy to the following: The New Jersey Division of Consumer Affairs, Office of Consumer Protection, Attention: Case Management Tracking Supervisor, 124 Halsey Street, P.O. Box 45025, Newark, New Jersey 07101; or (b) cmt@dca.lps.state.nj.us.

4.4 If Respondents do not dispute the Additional Consumer complaint and requested relief, Respondents' written response shall so inform the Additional Consumer. Respondents shall contemporaneously forward to such Additional Consumer the appropriate Restitution as well as any necessary documents. Where Restitution concerns the reversal of credit or debit card charges, Respondents shall include documents evidencing that such adjustments have been made. Where Restitution concerns a refund or other payment, such shall be made bybank check, money order or other guaranteed funds made payable to the Additional Consumer.

4.5 If Respondents dispute the Additional Consumer complaint and/or requested relief, Respondents' written response shall include copies of all documents concerning Respondents' dispute of the Additional Consumer complaint.

4.6 Within sixty (60) days of Respondents' receipt of the Additional Consumer complaint, Respondents shall notify the Division as to whether such Additional Consumer complaint has been resolved. Such notification shall include the following:

(a) The name and address of the Additional Consumer;

(b) Whether or not the Additional Consumer complaint has been resolved;

(c) An identification of any Restitution provided to the Additional Consumer;

(d) Copies of all documents evidencing any Restitution;

(e) In the event Respondents' written response was returned as undeliverable, the efforts Respondents have undertaken to locate the Additional Consumer; and

(f) Confirmation that Respondents sent all mailings to the Additional Consumer as required by this Section.

4.7 Following the Division's receipt and verification that an Additional Consumer complaint has been resolved, the Additional Consumer complaint shall be deemed closed for purposes of this Consent Order.

4.8 If within sixty (60) days of Respondents' receipt of the Additional Consumer complaint: (a) Respondents have not notified the Division that the Additional Consumer complaint has been resolved; (b) Respondents have notified the Division that the Additional Consumer complaint has not been resolved; or (c) Respondents have notified the Division that the Additional Consumer refuses Respondents' offer of Restitution, the Division shall forward such Additional

Consumer complaint to the ADR Unit to reach a resolution of the complaint through binding arbitration. Respondents agree herein to consent to this arbitration process and to be bound by the arbitrator's decision. Respondents further agree to be bound by the immunity provisions of the New Jersey Arbitration Act, N.J.S.A. 2A:23B-14, and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. The Division shall notify in writing the Additional Consumer of the referral of the complaint to the ADR Unit. Thereafter, the arbitration shall proceed in accordance with the ADR Guidelines (a copy of which is attached as Exhibit A).

4.9 If Respondents refuse to participate in the ADR program, the arbitrator may enter a default against Respondents. Unless otherwise specified in the arbitration award, Respondents shall pay all arbitration awards within thirty (30) days of the arbitrator's decision. Respondents' failure or refusal to participate in the arbitration process or to pay an arbitration award timely shall constitute a violation of this Consent Order.

4.10 If an Additional Consumer refuses to participate in the ADR program, that Additional Consumer complaint shall be deemed closed for the purposes of this Consent Order.

4.11 The complaint resolution process described in this Section may be extended for additional one (1) year periods upon written notice by Respondents submitted to the Division not less than thirty (30) days prior to the expiration of the initial or subsequent one (1) year period.

4.12 The Parties may agree in writing to alter any time periods or deadlines set forth in this Section.

5. SETTLEMENT AMOUNT

5.1 The Parties have agreed to a settlement of the Investigation in the amount of Sixteen Thousand Seven Hundred Twenty and 00/100 Dollars ($16,720.00) ("Settlement Amount").

5.2 The Settlement Amount consists of a civil penalty of Ten Thousand and 00/100 Dollars ($10,000.00), pursuant to N.J.S.A. 56:8-13, and reimbursement of the Division's investigative costs of Six Thousand Seven Hundred and Twenty and 00/100 Dollars ($6,720.00), pursuant to N.J.S.A. 56:8-11.

5.3 The Division agrees to suspend the civil penalty portion of the Settlement Amount ("Suspended Penalty") subject to the conditions set forth in Sections 5.4, 5.5 and 5.7.

5.4 Respondents shall pay a total of Six Thousand Seven Hundred Twenty and 00/100 Dollars ($6,720.00) ("Settlement Payment") in eleven (11) equal installments as follows:

> On or before the Effective Date of the Consent Order, and on or before the first day of each of the next (10) months, Respondents shall pay Five Hundred Sixty and 00/100 Dollars ($560.00), in the manner set forth in Section 5.5.

5.5 The payments set forth in Section 5.4 shall be made by money order, bank check, or other guaranteed funds made payable to the "New Jersey Division of Consumer Affairs" and forwarded to:

Sabina McKinney, Deputy Attorney General
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
Consumer Fraud Prosecution Section
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

5.6 Upon making the Settlement Payment, Respondents shall immediately be fully divested of any interest in, or ownership of, the moneys paid. All interest in the moneys, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Division pursuant to the terms herein.

5.7 The Ten Thousand and 00/100 Dollars ($10,000.00) civil penalty shall be automatically vacated one year from the Effective Date, provided:

a. Respondents comply with the conditions set forth in this Consent Order;;

b. Respondents do no engage in any acts or practices in violation of the CFA and/or the Mail Order Regulations; and

c. Respondents pay the sum of Six Thousand Seven Hundred Twenty and 00/100 Dollars ($6,720.00) in the manner required in Sections 5.4 and 5.5.

6.8 In the event Respondents fail to comply with Section 5.7, the balance of the Suspended Penalty as well as any balance of the Settlement Payment shall be immediately due and payable upon written notice by the Division. In any such notice, the Division shall provide Respondents with the specific details of the alleged noncompliance and Respondents shall be afforded a fifteen (15) day period within which to cure the noncompliance. In the event of Respondents' failure to cure the noncompliance, the Division will file a Certificate of Debt for the Suspended Penalty as well as the balance of the Settlement Payment and will take all authorized action to collect unpaid sums due from the Respondents.

6. GENERAL PROVISIONS

6.1 This Consent Order is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Consent Order.

6.2 This Consent Order shall be governed by, and construed and enforced in accordance with, the laws of the State.

6.3 Respondents represent and warrant that they have been advised to seek legal counsel to review this Consent Order and that they have voluntarily chosen not to do so.

6.4 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Order and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Order.

6.5 This Consent Order contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Order shall be modified only by a written instrument signed by or on behalf of the Parties.

6.6 Except as otherwise explicitly provided in this Consent Order, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

6.7 If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

6.8 This Consent Order shall be binding upon Respondents as well as their owners, officers, directors, managers, agents, servants, employees, representatives, subsidiaries, successors and assigns, and any entity or device through which it may now or hereafter act, as well as any Persons who have authority to control or who, in fact, control and direct its business.

6.9 This Consent Order shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Order avoid compliance with this Consent Order.

6.10 This Consent Order is entered into by the Parties for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Order shall be construed as: (a) an approval, sanction or authorization by the Division or any other governmental unit of the State of any act or practice of Respondents; or (b) an admission by Respondents that any of its acts or practices described in or prohibited by this Consent Order are unfair or deceptive or violate the CFA and/or the Mail Order Regulations. Neither the existence of, nor the terms of this Consent Order shall be deemed to constitute evidence or precedent of any kind except in: (a) an action or proceeding by one of the Parties to enforce, rescind or otherwise implement any or all of the terms herein; or (b) an action or proceeding involving a Released Claim (as defined in Section 7) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

6.11 The Parties represent and warrant that their signatories to this Consent Order have authority to act for and bind the respective Parties.

6.12 This Consent Order is a public document subject to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

6.13 Unless otherwise prohibited by law, any signatures by the Parties required for filing of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Order.

7. RELEASE

7.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Respondent fulfilling the requirements of Sections 3 and 4, and making the Settlement Payment referenced in Section 5, the

Division hereby agrees to release Respondents from any and all civil claims or Consumer related administrative claims, to the extent permitted by State law, which the Division could have brought against Respondents for violations of the CFA and/or the Mail Order Regulations, prior to the Effective Date for matters arising out of the Investigation as well as the matters specifically addressed in this Consent Order (the "Released Claims").

7.2 Notwithstanding any term of this Consent Order, the following do not comprise Released Claims: (a) private rights of action; (b) actions to enforce this Consent Order; and (c) any claims against Respondent by any other agency or subdivision of the State.

8. PENALTIES FOR FAILURE TO COMPLY

8.1 The Attorney General (or designated representative) shall have the authority to enforce the injunctive provisions of this Consent Order or to seek sanctions for violations hereof or both.

8.2 The Parties agree that any future violations of the injunctive provisions of this Consent Order, the CFA and/or the Mail Order Regulations, shall constitute a second or succeeding violation under N.J.S.A. 56:8-13 and that Respondents may be liable for enhanced civil penalties.

9. COMPLIANCE WITH ALL LAWS

9.1 Except as provided in this Consent Order, no provision herein shall be construed as:

a. Relieving Respondents of their obligation to comply with all State and Federal laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or

b. Limiting or expanding any right the Division may otherwise have to obtain information, documents or testimony from Respondents pursuant to any State or Federal law, regulation or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right Respondents may otherwise have pursuant to any State or

Federal law, regulation or rule, to oppose any process employed by the Division to obtain such information, documents or testimony.

10. NOTICES UNDER THIS CONSENT ORDER

10.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Division or Respondents pursuant to this Consent Order shall be sent by United States mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Division:

Sabina McKinney, Deputy Attorney General
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
Consumer Fraud Prosecution Section
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

For the Respondents:

Anthony Italiano, Owner
Computechnologies, L.L.C.
114 North Beverwyck Road, Suite 159
Lake Hiawathia, New Jersey 07034

IT IS ON THE 20th **DAY OF** April**, 2012 SO ORDERED.**

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY

By: _____
ERIC T. KANEFSKY, ACTING DIRECTOR
DIVISION OF CONSUMER AFFAIRS

THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS CONSENT ORDER ON THE DATES ADJACENT TO THEIR RESPECTIVE SIGNATURES.

FOR THE DIVISION

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY

By: _____ Dated: April 18, 2012

Sabina P. McKinney
Deputy Attorney General
Consumer Fraud Prosecution Section
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Telephone: (973) 648-3146

FOR THE RESPONDENTS:

COMPUTECHNOLOGIES, L.L.C.

By:_____ Dated: 4/14/2012, 2012

Anthony Italiano, Owner
Computechnologies, L.L.C.
114 North Beverwyck Road, Suite 159
Lake Hiawathia, New Jersey 07034

Anthony Italiano, Indivdually

By:_____ Dated: 4/14/2012, 2012

Anthony Italiano
21 Penn Road
Morris Plains, New Jersey 07950