

**FILED**

**APR 19 2013**

**HECTOR R. VELAZQUEZ, P.J. CH.**

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ATTORNEY GENERAL OF NEW JERSEY  
Division of Law  
124 Halsey Street  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for Plaintiffs

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
HUDSON COUNTY  
DOCKET NO. C-125-12

JEFFREY S. CHIESA, Attorney General of the State of  
New Jersey on behalf of his office and ABBE R.  
TIGER, Chief of the New Jersey Bureau of Securities,

Plaintiffs,

v.

PETER ZUCK, individually and as an officer, general  
partner, and member of certain entity defendants,  
MICHAEL J. SPAK, individually and as an officer and  
member of certain entity defendants, JOSEPH C. SPAK,  
individually and as an officer and member of certain  
entity defendants, JOHN R. NAJARIAN, individually  
and as an officer and member of certain entity  
defendants, BRIAN J. SPAK, individually and as a  
member of certain entity defendants, OSIRIS FUND  
LIMITED PARTNERSHIP, a New Jersey limited  
partnership, OSIRIS PARTNERS, LLC, a New Jersey  
limited liability company, VICTORIA BRIALMONT,  
individually, JOHN SCHEIRER, individually, LAURIE  
MAZZA, individually, JAY JOHN SOOJIAN,  
individually, and WAYNE G. PLAYER, individually,

Defendants,

and

PETER L. ZUCK, BRYAN J. ZUCK, NICOLE ZUCK,  
JESSICA NAJARIAN, LORETTA SPAK, ANS  
ENTERPRISES LLC, a limited liability company, IGF  
CONSULTING LLC, a limited liability company,  
DEXTER GROUP LLC, a limited liability company,  
and WAYNE PLAYER PRODUCTIONS, LLC, a  
limited liability company,

Relief Defendants.

Civil Action

**CONSENT ORDER AND FINAL  
JUDGMENT AS TO DEFENDANT  
JAY JOHN SOOJIAN AND  
RELIEF-DEFENDANT DEXTER  
GROUP LLC**

This matter was presented to the Court by Jeffrey S. Chiesa, Attorney General of New Jersey, on behalf of Abbe R. Tiger, Chief of the New Jersey Bureau of Securities (“Bureau Chief”), pursuant to N.J.S.A. 49:3-69(a)(2) for violations of the New Jersey Uniform Securities Law (1997), N.J.S.A. 49:3-47 et seq., (“Securities Law”). Now, under R. 4:42-1 and through this Consent Order and Final Judgment (“Consent Judgment”), the Bureau Chief (Deputy Attorney General Emanuel S. Asmar appearing) and Defendant Jay John Soojian (“Soojian”) and Relief-Defendant Dexter Group LLC (“Dexter Group”) (Devanshu L. Modi, Esq. appearing), the Court-appointed Receiver Richard W. Barry (Robert A. Weir, Esq. appearing) for certain Defendants and Relief-Defendants in this action (“Receiver”), not including Soojian, seek to resolve any and all issues in controversy in this action with respect to Soojian and Dexter Group, under the terms set forth in this Consent Judgment, which terms have been reviewed and approved by the Court as confirmed by the entry of this Consent Judgment. Separately, this Consent Judgment serves as an order resolving any and all claims that Soojian and The Estate of Carolyn L. Soojian by Jay John Soojian and Karen Aljian, Co-Executors (the “Carolyn Soojian Estate”) (Carolyn L. Soojian was Soojian’s mother. The Carolyn Soojian Estate has chosen to not be represented by counsel as detailed herein), may have against the Receivership, including a waiver of Soojian’s and/or the Carolyn Soojian Estate’s right(s) to file a Proof of Claim with the Receiver. This Consent Judgment includes an agreement to enter into a separate “Administrative Consent Order As To Jay John Soojian” (the “Administrative Consent Order”), which will resolve the matters described therein. The Administrative Consent Order will be entered by the Bureau Chief within five (5) days of the entry of this Consent Judgment.

The Court, having considered the terms of the Consent Judgment and the related settlement, has found good and sufficient cause to enter this Consent Judgment.

**FINDINGS OF FACT/CONCLUSIONS OF LAW**

The Bureau Chief makes the following findings of fact and conclusions of law, which Soojian and Dexter Group neither admit nor deny:

1. Soojian (CRD # 2768599) resides at 111 Tall Grass Drive, Wayne, New Jersey 07470. Soojian is a CPA. Soojian was registered with the Bureau as an agent of New England Securities from November 2000 to August 2011. Soojian was also registered as an agent of Park Avenue Securities LLC from September 2011 to October 2012.

2. Osiris Fund Limited Partnership (“Osiris Fund”) is a limited partnership formed under the laws of New Jersey with a principal place of business at 55 Spruce Street, Jersey City, New Jersey 07306.

3. Osiris Fund issued securities in the form of limited partnership interests (“Osiris Securities”), which were not registered with the Bureau, federally covered, exempt from registration, or offered through New England Securities and/or Park Avenue Securities LLC.

4. Osiris Partners, LLC (“Osiris Partners”) is a limited liability company formed under the laws of New Jersey with a principal place of business at 55 Spruce Street, Jersey City, New Jersey 07306.

5. Osiris Partners is a general partner and the investment manager of Osiris Fund.

6. Osiris Partners' primary source of income was a monthly management fee ("Management Fee") paid by the Osiris Fund and, generally, calculated as 3% of Osiris Fund's Net Asset Value ("NAV").

7. From about June 2009 to November 2011, Soojian, the Osiris Fund and Osiris Partners (collectively, the "Osiris Entities"), and others offered and sold approximately \$12 million of Osiris Securities to at least seventy-six investors (the "investors" or "Osiris Investors"), including Osiris Investors to whom Soojian, under the Securities Law, offered and sold Osiris Securities by introducing or referring them to Osiris Fund.

8. Dexter Group LLC ("Dexter Group") is a limited liability company with a principal place of business at 111 Tall Grass Drive, Wayne, New Jersey 07470. Soojian's wife is the sole member.

9. Soojian was not registered with the Bureau as an agent of the Osiris Fund.

10. Soojian solicited investors who ultimately invested \$766,000 in Osiris Securities under a written agreement between the Dexter Group and Osiris Entities. Under the agreement, the Osiris Entities compensated the Dexter Group based, in part, on the amount of Osiris Securities purchased by investors who Soojian solicited.

11. The Osiris Entities transferred the compensation they paid for Soojian's sales of Osiris Securities to the Dexter Group, an entity that had the effect of concealing his compensation.

12. Through the Dexter Group, Soojian received approximately \$28,861 as compensation for or in connection with the purchase of Osiris Securities by investors he referred

to Osiris Fund during 2010 and 2011. Soojian failed to disclose this compensation to Osiris Investors.

13. Soojian provided certain investors with some or all of the following documents (collectively referred to herein as the “Offering Materials”), most of which Soojian did not prepare:

- a. “Osiris Partners LLC Offering Memorandum”;
- b. the “Limited Partners Agreement of Osiris Fund Limited Partnership”;
- c. “Subscription Agreement”;
- d. presentations;
- e. written communications, including letters and e-mails;
- f. financial statements and investor updates; and
- g. analyses of performance results published by Bloomberg based on information provided by certain Defendants.

14. In offering the Osiris Securities to potential investors, Soojian and others used the Offering Materials, which were replete with material misrepresentations and omissions. For instance, the Offering Materials failed to disclose Defendant Peter Zuck's criminal history and the Insider Defendants'<sup>1</sup> misuse of the Osiris Fund's assets, and they falsely stated that:

- a. the Osiris Fund would "concentrate its trading activities in highly liquid, large capitalization stocks [and] . . . limit individual positions in the [Fund's] portfolio to thirty percent (30%)...”;

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<sup>1</sup> As defined in the August 7, 2012 Verified Complaint, “Insider Defendants” means Defendants Peter Zuck, Michael Spak, Joseph Spak, and John Najarian.

b. Osiris Partners' Management Fee would be "equal to 3% of the managed portfolio Net Worth paid on a monthly basis"; and

c. Osiris Entities would "keep true and complete records and books of account."

15. As part of their fraudulent scheme, from at least May 2010 until the end of 2011, certain Defendants in this action sent investors falsified financial statements, which drastically overstated the Osiris Fund's NAV by including, among other things, a fictitious asset of \$5 million to \$6.5 million in the NAV calculation.

16. Throughout 2010 and 2011, certain Defendants inflated Management Fees by basing them on the Osiris Fund's overstated NAV with the fictitious asset. By late 2011, a combination of the inflated Management Fees, misuse of funds, trading losses, and payments to investors reduced the Osiris Fund's NAV to near zero.

17. As a result, Osiris Investors have lost approximately \$7.2 million.

18. Based on the foregoing conduct:

a. Soojian made materially false and misleading statements and/or omissions in violation of N.J.S.A. 49:3-52(b);

b. Soojian engaged in an act, practice and course of business that operated as a fraud and/or deceit upon investors in violation of N.J.S.A. 49:3-52(c);

c. Soojian unlawfully acted as an agent in effecting or attempting to effect transactions in Osiris Securities from and in New Jersey without being registered with the Bureau in violation of N.J.S.A. 49:3-56(a);

d. Soojian offered and sold securities that were not registered with the Bureau in violation of N.J.S.A. 49:3-60; and

e. Soojian and Dexter Group were unjustly enriched.

IT IS on this 19<sup>th</sup> day of April, 2013, ORDERED AND AGREED THAT:

**PERMANENT INJUNCTIVE RELIEF**

19. Soojian is HEREBY PERMANENTLY ENJOINED AND RESTRAINED from:

- a. Violating the Securities Law;
- b. Engaging in the conduct described in the Verified Complaint; and
- c. Engaging in conduct that violates the terms and conditions of the Administrative Consent Order.

**DISGORGEMENT/RESTITUTION**

20. Defendant Soojian is liable for restitution in the amount of \$122,000 (“Restitution”) and disgorgement in the amount of \$28,000 (“Disgorgement”). Payment shall be made in the following manner:

- a. Upon execution of this Consent Judgment by the parties, Soojian must pay \$30,000 to the Receiver.
- b. Beginning in the first month after the Court’s entry of this Consent Judgment, Soojian must make eight (8) additional consecutive monthly payments of \$7,779 to the Receiver, which must be paid before the last day of each respective month that payment is due.
- c. On the last day of the ninth month after the Court’s entry of this Consent Judgment, Soojian must make the final payment of \$2,768 to the Receiver.

- d. All checks payable to the Receiver must be made by a certified bank check or a check issued from an attorney trust account payable to "Richard W. Barry, as Receiver in the matter of Chiesa v. Zuck, et al."
- e. The monies paid to the Receiver may be used by the Receiver in accordance with the law and Orders of this Court.
- f. The balance of the Restitution and Disgorgement shall be satisfied by the transference of claims, interests and rights in the Receivership under paragraph 33.

**CIVIL MONETARY PENALTY**

21. On the last day of the ninth month after the Court's entry of this Consent Judgment, Soojian must make a \$5,000 payment to the Bureau, by a certified bank check or a check issued from an attorney trust account to "State of New Jersey, Bureau of Securities," 153 Halsey Street, 6th Floor, Newark, New Jersey 07102, or to "Bureau of Securities," P.O. Box 47029, Newark, New Jersey 07101. The civil monetary penalty shall be deposited in the Securities Enforcement Fund, pursuant to N.J.S.A. 49:3-66.1.

**FINAL JUDGMENT**

22. Final judgment is hereby entered against Soojian in the amount of \$155,000 (the "Judgment Amount"), constituting \$122,000 in restitution, \$28,000 in disgorgement, pursuant to N.J.S.A. 49:3-69(a)(2), and \$5,000 as a civil monetary penalty pursuant to N.J.S.A. 49:3-70.1. The Judgment Amount imposed by this Consent Judgment shall be deemed satisfied upon Soojian's payment of \$100,000 under paragraphs 20(a)-(d) and 21, and Soojian's, the Carolyn Soojian Estate's, and Dexter Group's transference of their claims, interest, and rights to the

Receivership under paragraph 33, the latter of which shall automatically occur upon entry of this Consent Judgment by the Court.

23. This Consent Judgment constitutes a non-dischargeable debt or claim under the United States Bankruptcy Code, including but not limited to 11 U.S.C. § 523 (a)(2), (a)(6), (a)(7), and (a)(19), respectively.

#### **ADDITIONAL STIPULATIONS**

24. As consideration for the terms in this Consent Judgment, Soojian, by executing this Consent Judgment, acknowledges, commits and agrees to not file a bankruptcy petition within ninety one (91) days of the entry of this Consent Judgment.

25. In exchange for the consideration herein, Soojian agrees not to, and hereby waives his right to file a bankruptcy petition during the ninety-one (91) day period following entry of this Consent Judgment. Soojian hereby: (a) agrees and concedes that this Consent Judgment is a non-dischargeable debt under the United States Bankruptcy Code (including under 11 U.S.C. § 523(a)(2), (a)(6), (a)(7), (a)(19)); and (b) agrees not to, and waives his right to argue, submit, propose, seek to establish or otherwise contend before any court or tribunal that this Consent Judgment is a dischargeable debt or claim under the United States Bankruptcy Code.

26. Within ten days of the entry of this Consent Judgment, Soojian and Dexter Group will provide the Bureau Chief and Receiver with an updated Financial Disclosure Certification using a form that has been previously agreed to by the Parties.

27. Soojian's cooperation with Plaintiff in this litigation, which is material to the Bureau, shall include, but not be limited to: (a) at Plaintiff's request, Soojian voluntarily and promptly appearing, without a subpoena and at his own expense, to serve as a witness at trial in

this litigation in order to testify completely and truthfully; (b) Soojian voluntarily and promptly attending and completing at least three (3) full days of preparation sessions at Plaintiff's offices at least fourteen days prior to the first day of trial in this litigation; and (c) Soojian voluntarily and promptly responding to Plaintiff's requests for documents or evidence.

28. Soojian agrees to cooperate with the Receiver in the recovery of assets and causes of action for the benefit of creditors who purchased Osiris Securities.

29. A "Triggering Event" is defined to include the following circumstances: (a) the discovery by the Bureau Chief or Receiver that any material information provided by Soojian in his Financial Disclosure Certification or his updated Financial Disclosure Certification was or is false and/or misleading; (b) Soojian's failure to cooperate and serve as a witness for the Bureau, pursuant to the terms of paragraph 27 of this Consent Judgment; (c) Soojian's violation or breach of any provision of this Consent Judgment, including the terms of the Administrative Consent Order; (d) Soojian's failure to cooperate with the Receiver in the recovery of assets and causes of action for the benefit of creditors who purchased Osiris Securities; (e) the filing of a bankruptcy petition by, on behalf of or against Soojian within ninety-one (91) days of the entry of this Consent Judgment; (f) the filing of any proceeding or litigation (e.g., adversary proceeding in a bankruptcy court or otherwise) by Soojian, his representative(s), predecessor(s), successor(s), assign(s), or any person or entity controlled by Soojian, including a trustee in bankruptcy, against the Bureau Chief or Receiver that seeks to affect the Bureau Chief and/or Receiver's rights or benefits under this Consent Judgment in any manner whatsoever; and/or (g) the determination by any court or tribunal that any aspect of this Consent Judgment is not a non-dischargeable debt, or subject to a material modification.

30. Upon any Triggering Event, the Bureau Chief and/or Receiver may: (a) commence an action in any court to enforce this Consent Judgment and collect an increased judgment of \$390,000 (constituting \$310,000 in restitution, \$20,000 in disgorgement, and a \$60,000 civil monetary penalty)(“Increased Judgment”), the entry of which Soojian must consent and which Soojian waives his right to oppose; (b) move to vacate, or commence an action to rescind this Consent Judgment thereby terminating this settlement and compromise, returning the Parties to their positions prior to its entry, and permitting them to assert any claims against and seek any and all remedies from Soojian relating to the actions, disputes, or claims resolved through this Consent Judgment; and (c) take any action permitted by law.

31. In the event that the Bureau Chief or Receiver asserts rights under paragraph 30, which they may or may not do in their sole discretion, Soojian: (a) shall not assert any defenses based on jurisdiction, lack of standing, statutes of limitations, or statutes of repose, all of which are defenses they hereby waive; (b) shall, if requested to do so, consent to have this Consent Judgment vacated or rescinded; and (c) shall be responsible for reasonable attorneys’ fees and costs owed to the Bureau Chief and/or Receiver for having to take such actions.

32. Soojian agrees and understands that this Consent Judgment is being entered into by the Parties on behalf of themselves only, and does not constitute an agreement or Consent Judgment among or binding on third-parties, except to the limited extent it expressly relates to the Carolyn Soojian Estate and/or Dexter Group.

#### **PRIVATE PARTIES’ RELEASE**

33. Immediately upon the entry of this Consent Judgment by the Court, all interests, claims and rights of Soojian, the Carolyn Soojian Estate, or Dexter Group (including any person

or entity controlled by Soojian, the Carolyn Soojian Estate, or Dexter Group, holding such an interest, claims or right on behalf of Soojian, Carolyn L. Soojian, the Carolyn Soojian Estate, or Dexter Group, and/or to whom a court finds Soojian, Carolyn L. Soojian, the Carolyn Soojian Estate, or Dexter Group fraudulently or preferentially transferred such an interest, claim, or right) against the Receivership or to any property or asset that is or becomes part of the Receivership are hereby transferred to the Receiver, including, but not limited to, all claims and rights stated in any Proof(s) of Claim that Soojian, Carolyn L. Soojian, the Carolyn Soojian Estate, or Dexter Group, individually and/or collectively, filed or had the right to file with the Receiver in this case. In addition, Soojian, the Carolyn Soojian Estate, and Dexter Group hereby waive their right(s) to, individually or collectively, file any Proof(s) of Claim with the Receiver in this case.

34. Soojian, the Carolyn Soojian Estate, and Dexter Group waive their right to, individually or collectively, seek recovery based on any claims, including known, unknown, accrued, unaccrued, vested and unvested claims, from the assets of the Receivership and from participating in any distribution of the Receivership's assets. Further, Soojian, the Carolyn Soojian Estate, and Dexter Group, by themselves and their representatives, predecessors, successors and/or assigns, release, waive, disclaim and discharge the Receiver's Estates in this action, the Receiver and each of their respective agents, attorneys and representatives, from any and all claims, counterclaims, actions, causes of action, lawsuits, proceedings, adjustments, offsets, contracts, obligations, liabilities, controversies, costs, expenses, interest, attorneys' fees and losses whatsoever, whether in law or in equity, and whether based on any federal law, state law, common law right of action or otherwise, foreseen or unforeseen, matured or unmatured,

known or unknown, accrued or not accrued based upon wrongful or other acts, omissions, conduct or other matters, occurring prior to the date of this Consent Judgment.

**PROVISIONS AND STIPULATION RELATING TO  
THE CAROLYN SOOJIAN ESTATE**

35. The Carolyn Soojian Estate has entered into and agreed to the provisions of this Consent Judgment applicable to it for the purpose of resolving any issues or disputes regarding its rights and claims with respect to the Receivership and its assets, a waiver of its right to file a Proof of Claim with the Receiver, or, if it or Carolyn L. Soojian has already filed a Proof of Claim with the Receiver, a release of those rights and claims stated in any Proof of Claim the Carolyn Soojian Estate or Carolyn L. Soojian filed with the Receiver. In addition to the above reasons, the Carolyn Soojian Estate represents that it has entered into and agreed to the provisions of this Consent Judgment in exchange for certain intangible benefits. The Carolyn Soojian Estate elected not to obtain, at its own expense, the advice or opinion of an attorney regarding this Consent Judgment, despite its understanding that it has the right and opportunity to obtain an attorney's advice or opinion.

36. The Carolyn Soojian Estate agrees to transfer its claims against the Receivership to the Receiver, as stated in paragraph 33, and represents that the funds Carolyn L. Soojian invested that would or could underlie any claims against the Receivership, including any claims she or the Carolyn Soojian Estate could or would have stated in a Proof of Claim, were her funds, and furthermore that Soojian did not and does not have an interest in or right to those funds and/or claims transferred under this Consent Judgment, except in his representative capacity as Executor of the Carolyn Soojian Estate.

37. The Carolyn Soojian Estate is hereby precluded from seeking recovery based on any claims, including known, unknown, and unvested claims, from the assets of the Receivership and from participating in any distribution of the Receivership's assets. The Carolyn Soojian Estate hereby releases the Receiver and any professionals of the Receiver from any and all claims, both known and unknown, that it could have asserted based on their conduct in this case.

#### **GENERAL PROVISIONS**

38. This Consent Judgment is immediately enforceable, and may be enforced in any manner permitted under the law and in any court or tribunal with sufficient jurisdiction.

39. The Bureau's rights that are solely derived from paragraphs 29 and 30 of this Consent Judgment shall remain in effect until ten years from the date of this Consent Judgment. The expiration of the Bureau's rights under paragraphs 29 and 30, as stated in the preceding sentence, has no effect on the Bureau's other enforcement and other rights that are derived from the law.

40. The parties are entering into this Consent Judgment to resolve their disputes, avoid the burdens and cost of litigation, and prevent further depletion of the Receivership's assets. The parties stipulate and agree that all the terms of this Consent Judgment were negotiated, jointly drafted, and carefully reviewed to enforce this Consent Judgment. This Consent Judgment has been thoroughly negotiated and analyzed by each Party's counsel, with the exception of the Carolyn Soojian Estate which has chosen not to be represented by counsel, and has been executed and delivered in good faith, pursuant to arms' length negotiations, and for value and valuable consideration.

41. The Court shall retain jurisdiction to enforce this Consent Judgment.

42. New Jersey law governs this Consent Judgment for purposes of interpretation and enforcement.

43. The Parties represent that an authorized representative of each has signed this Consent Judgment with full knowledge, understanding and acceptance of its terms and that this person has done so with authority to legally bind the respective party, and the Person signing this Consent Judgment on behalf of each Party represents and warrants that that Person is so authorized.

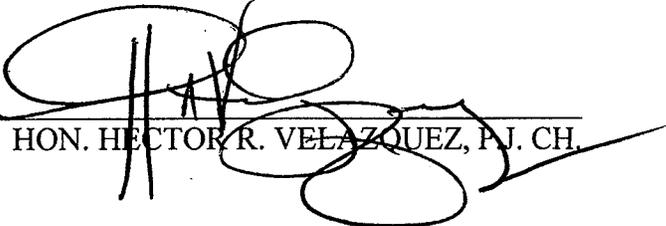
44. As used in this Consent Judgment, the plural shall include the singular and the singular shall include the plural. In addition, "or" and "and" shall be interpreted conjunctively.

45. 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.

46. If any portion of this Consent Judgment is rendered invalid or unenforceable, the remaining terms and provisions shall remain in full force and effect, unless the portion rendered invalid or unenforceable is a material term.

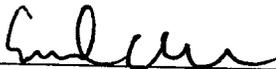
47. Unless otherwise prohibited by law, any signature by the parties required for the entry of this Consent Judgment may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Judgment.

48. This Consent Judgment shall be served on all parties within 7 days of Plaintiff's counsel's receipt of same.

  
HON. HECTOR R. VELAZQUEZ, P.J. CH.

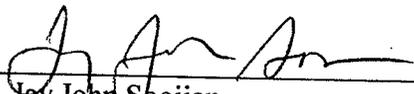
CONSENT TO THE FORM, CONTENT  
AND ENTRY OF THIS FINAL ORDER  
AND CONSENT JUDGMENT:

JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY

By:   
Emanuel S. Asmar  
Deputy Attorney General

Dated: 4/19/13

Defendant Jay John Soojian

By:   
Jay John Soojian

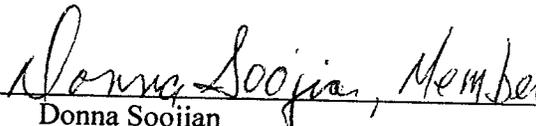
Dated: 4/19/13

Defendant Jay John Soojian

By:   
Devanshu L. Modi, Esq.  
Lyon, Glassman, Leites, & Modi, L.L.C.  
215 Ridgedale Avenue  
P.O. Box 409  
Florham Park, New Jersey 07932

Dated: 4/19/2013

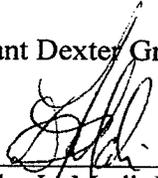
Relief-Defendant Dexter Group LLC

By:   
Donna Soojian  
Member, Dexter Group LLC

Dated: 4/19/2013

Relief-Defendant Dexter Group LLC

By: \_\_\_\_\_

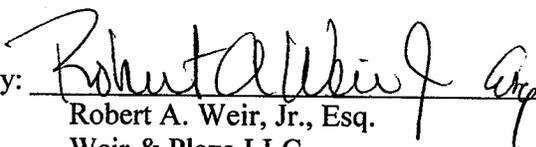
  
Devanshu L. Modi, Esq.  
Lyon, Glassman, Leites, & Modi, L.L.C.  
215 Ridgedale Avenue  
P.O. Box 409  
Florham Park, New Jersey 07932

Dated: \_\_\_\_\_

4/19/2013

Receiver Richard W. Barry

By: \_\_\_\_\_

  
Robert A. Weir, Jr., Esq.  
Weir & Plaza LLC  
321 Broad Street  
Red Bank, New Jersey 07701

Dated: \_\_\_\_\_

4-18-2013

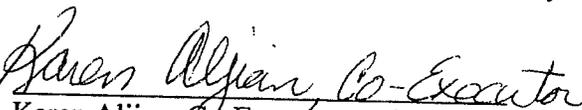
**CONSENT OF THE ESTATE OF CAROLYN L. SOOJIAN**

I, **JAY JOHN SOOJIAN**, of full age, in my representative capacity as Co-Executor of the Estate of Carolyn L. Soojian, **HEREBY CERTIFY**, subject to penalties for false swearing and any other civil and criminal sanctions that may be imposed for making a willfully false statement in this consent, that: (1) I have read and understand this Consent Judgment; (2) I elected not to obtain the advice or opinion of an attorney regarding this Consent Judgment, despite my understanding that the Estate of Carolyn L. Soojian has the right and opportunity to do so; (3) I have the authority to and hereby voluntarily consent to the entry of paragraphs 33, 34, 35, 36, and 37 of the Consent Judgment, to the extent those paragraphs relate to the Estate of Carolyn L. Soojian; and (4) I am bound by the terms and conditions of this Consent Judgment in my representative capacity as Co-Executor of the Carolyn Soojian Estate.

By:   
Jay John Soojian, Co-Executor on behalf  
of the Estate of Carolyn L. Soojian

Dated: 4/19, 2013

I, **KAREN ALJIAN**, of full age, in my representative capacity as Co-Executor of the Estate of Carolyn L. Soojian, **HEREBY CERTIFY**, subject to penalties for false swearing and any other civil and criminal sanctions that may be imposed for making a willfully false statement in this consent, that: (1) I have read and understand this Consent Judgment; (2) I elected not to obtain the advice or opinion of an attorney regarding this Consent Judgment, despite my understanding that the Estate of Carolyn L. Soojian has the right and opportunity to do so; (3) I have the authority to and hereby voluntarily consent to the entry of paragraphs 33, 34, 35, 36, and 37 of the Consent Judgment, to the extent those paragraphs relate to the Estate of Carolyn L. Soojian; and (4) I am bound by the terms and conditions of this Consent Judgment in my representative capacity as Co-Executor of the Carolyn Soojian Estate.

By:   
Karen Aljian, Co-Executor on behalf  
of the Estate of Carolyn L. Soojian

Dated: 4/19, 2013