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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
HUDSON COUNTY

DOCKET NO. C-125-12

JOHN J. HOFFMAN, Acting Attorney General of
the State of New Jersey on behalf of his office
and AMY KOPLETON, Acting Chief of the New
Jersey Bureau of Securities,¹

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

Civil Action

**CONSENT ORDER
AS TO VICTORIA BRIALMONT**

¹ This action was commenced by former Attorney General Jeffrey S. Chiesa on behalf of Abbe R. Tiger, Chief of the New Jersey Bureau of Securities. In accordance with R. 4:34-4, the caption has been revised to reflect the current Acting Attorney General, John J. Hoffman, and current Acting Bureau Chief, Amy Kopleton.

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.

THIS MATTER was presented to the Court by the Attorney General of New Jersey on behalf of the Chief of the New Jersey Bureau of Securities ("Bureau" or "Bureau Chief") (collectively, "Plaintiffs") (Deputy Attorneys General Emanuel S. Asmar and Paul E. Minnefor, appearing), pursuant to the New Jersey Uniform Securities Law (1997), N.J.S.A. 49:3-47 et seq., (the "Securities Law"). On August 22, 2012, the Court entered an Order Granting Preliminary Injunctive Relief and Ancillary Relief, Including An Asset Freeze and Appointment of a Receiver ("August 22, 2012 Order") and appointing Richard W. Barry as Receiver ("Receiver") (Robert A. Weir, Esq., appearing) over several defendants with the powers set forth in N.J.S.A. 49:3-69(c) and (d) and Title 14 of the New Jersey Statutes, Corporations, General, among other powers, and establishing that certain receivership estate (the "Receivership Estate"). On November 13, 2012, the Court entered a Consent Order Modifying The "Order Granting Preliminary Injunctive Relief and Ancillary Relief, Including an Asset Freeze and Appointment of a Receiver," which modified the August 22,

2012 Order as to defendant Victoria Brialmont ("Brialmont"). The Bureau Chief, the Receiver and Brialmont have agreed to resolve any and all issues in controversy in this action under the terms set forth in this Consent Order. This Consent Order includes an agreement for Brialmont and the Bureau Chief to enter into an Administrative Consent Order.

It is on this 30th day of DECEMBER, 2013, ORDERED AND AGREED

THAT:

1. The August 22, 2012 Order is vacated as to Brialmont, who shall be treated as a relief defendant.

2. Brialmont shall pay and disgorge the amount of Thirty Five Thousand Dollars (\$35,000) to the Receiver (the "Disgorgement Amount"). The Disgorgement Amount is payable in equal monthly payments of at least One Thousand Five Hundred Dollars (\$1,500.00), payable on the 1st day of each month beginning February 1, 2014. This payment schedule may be modified by the Bureau Chief, in her sole discretion, with the consent of the Receiver, for good cause shown by Brialmont of her financial situation.

3. The Disgorgement Amount shall be made by certified bank check or attorney trust account check made payable to "Richard W. Barry, as Receiver in Chiesa v. Zuck, et al."

4. The monies paid to the Receiver may be used by the Receiver in accordance with the law and Orders of this Court.

PRIVATE PARTY RELEASE

5. Immediately upon the entry of this Consent Order by the Court, all interests, claims and rights of Brialmont, including any person or entity controlled by Brialmont

holding such an interest, claims or right on behalf of Brialmont, and/or to whom a court finds that Brialmont transferred such an interest, claim, or right, against the Receiver and the Receivership Estate or to any property or asset that is or becomes part of the Receivership Estate, are hereby transferred to the Receiver including, but not limited to, all claims and rights stated in any Proof(s) of Claim that Brialmont filed or had or has the right to file with the Receiver in this case. In addition, Brialmont hereby waives her right(s) to, individually or collectively, file any Proof(s) of Claim with the Receiver in this case.

6. Brialmont waives her right(s) to 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, Brialmont, individually and/or by her representatives, predecessors, successors and/or assigns, releases, waives, disclaims and discharges the Receiver and the Receivership Estate in this action, including 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 Order.

ADDITIONAL PROVISIONS

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

8. In the event that Brialmont files for bankruptcy relief, she hereby agrees and concedes that this Consent Order is a non-dischargeable debt 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.

9. Brialmont waives her right(s) to argue, submit, propose, seek to establish or otherwise contend before any court or tribunal, including the Bankruptcy Court, that this Consent Order is a dischargeable debt or claim under the United States Bankruptcy Code. In the event that Brialmont argues, submits, proposes, seeks to establish or otherwise contends before any court or tribunal, including the Bankruptcy Court, that this Consent Order is a dischargeable debt or claim under the United States Bankruptcy Code, she agrees that all of the allegations against her as set forth in the Verified Complaint are deemed admitted and may be taken as true and correct without further proof.

10. Brialmont's cooperation with Plaintiffs and the Receiver in this litigation is material to the Bureau Chief and Receiver and shall include, but is not limited to:

- a. voluntarily and promptly appearing, without a subpoena to serve as a witness at trial in this litigation in order to testify completely and truthfully;
- b. voluntarily and promptly attending and completing any meetings requested by Plaintiffs and/or the Receiver, including but not limited to,

witness preparation sessions at Plaintiffs' office at least fourteen (14) days prior to the first day of trial in this litigation;

- c. agreeing to and complying with this Consent Order; and
 - d. voluntarily and promptly responding to Plaintiffs' and/or the Receiver's requests for documents or evidence.
11. A "Triggering Event" is defined to include the following circumstances:
- a. the discovery by the Bureau Chief and/or Receiver that any material information provided by Brialmont to Plaintiffs and/or the Receiver including, but not limited to, testimony and statements which are false and/or misleading;
 - b. Brialmont's failure to cooperate and serve as a witness for the Bureau and/or the Receiver pursuant to this Consent Order;
 - c. Brialmont's violation or breach of any provision of this Consent Order (including but not limited to default of any payment obligations in this Consent Order);
 - d. the filing of a separate or additional bankruptcy petition by, on behalf of or against Brialmont within ninety-one (91) days of the execution of this Consent Order; and/or the filing of any proceeding or litigation (e.g., adversary proceeding in a bankruptcy court or otherwise) by Brialmont, her representative(s) (including a trustee in bankruptcy), predecessor(s), successor(s), assign(s), or any person or entity controlled by Brialmont against the Bureau, Bureau Chief, or the Receiver that seeks to affect the

Bureau, Bureau Chief, or the Receiver's rights or benefits under this Consent Order in any manner whatsoever. ;

12. Upon any Triggering Event, the Bureau, Bureau Chief and/or the Receiver may:

- a. commence an action in any court to enforce this Consent Order and collect an increased amount of \$70,477.37 less any payments previously made toward the Disgorgement Amount ("Increased Disgorgement Amount"), the entry of which Brialmont must consent to and which she waives her right(s) to oppose. The Increased Disgorgement Amount shall be due immediately upon entry and will not be subject to a payment schedule;
- b. move to vacate, or commence an action to rescind this Consent Order, thereby terminating this settlement and compromise, returning the parties to their positions prior to its entry (except insofar as this Consent Order constitutes a non-dischargeable debt and is valid under the provisions of the United States Bankruptcy Code), and permitting them to assert any claims against and seek any and all remedies from Brialmont relating to the actions, disputes, or claims resolved through this Consent Order; or
- c. take any action permitted by law.

13. In the event that the Bureau Chief or the Receiver choose, at their sole discretion, to assert rights under the prior paragraph of this Consent Order, Brialmont shall:

- a. not assert any defenses based on jurisdiction, lack of standing, statutes of limitations, or statute of repose, all of which defenses are hereby waived;

- b. consent to the vacation or rescission of this Consent Order, if requested by the Bureau or the Receiver to do so; and
- c. be responsible for all reasonable attorneys' fees and costs incurred by the Bureau or the Receiver for having to take such actions.

14. By the parties' signatures below, in consideration of the parties' desire to resolve the issues herein and having had full opportunity to consult with counsel, Brialmont hereby consents to the jurisdiction of the Bureau and voluntarily waives any right to assert any defenses, or to raise any challenge (including those before a Bankruptcy Court) that Brialmont otherwise may have to the Consent Order.

15. This Consent Order shall not bind any person or entity not a party thereto.

16. Brialmont shall not represent or imply that any act engaged in or practice used hereinafter has been required or approved, in whole or in part, by the State of New Jersey, the Attorney General of New Jersey, the Division of Law, the Bureau, or any New Jersey agency, agent or subdivision, including its employees.

17. This Consent Order and an Administrative Consent Order between Brialmont and the Bureau Chief constitutes the entire agreement between the Bureau Chief, Brialmont and/or the Receiver and shall bind the parties as to the issues in controversy in this action.

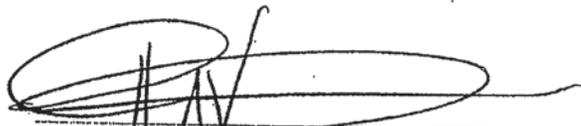
18. Nothing contained herein shall, in any manner, be construed to limit or affect: (a) any position that the Bureau may take in any future or pending action, not specifically encompassed herein; and (b) the rights of any person who may have a claim against Brialmont.

19. If any portion of this Consent Order is held invalid or unenforceable by

operation of law or court order, the remaining terms of this Consent Order shall remain in full force and effect.

20. Each of the undersigned has read, understands, and agrees to be bound by the terms of this Consent Order.

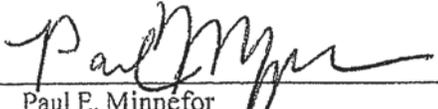
21. This Court retains jurisdiction to enforce, modify or otherwise hear any application arising from the terms of this Consent Order.



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

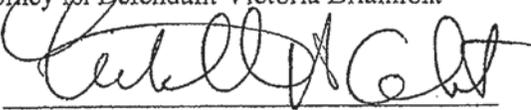
CONSENT TO THE FORM, CONTENT
AND ENTRY OF THIS CONSENT ORDER
AND FINAL JUDGMENT:

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: 
Paul E. Minnefor
Deputy Attorney General

Dated: 11/14/13

Mitchell H. Cobert, Esq.
61 Miller Road
Morristown, New Jersey 07960
Attorney for Defendant Victoria Brialmont

By: 
Mitchell H. Cobert, Esq.

Dated: 11/11/13

Weir & Plaza, LLC
321 Broad Street
Red Bank, NJ 07701
Counsel for Receiver Richard W. Barry

By: 
Robert A. Weir, Esq.

Dated: 11/19/13