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FILED

APR 25 2014

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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
SCHEIRER, individually, LAURIE MAZZA,

Civil Action

**CONSENT ORDER AND FINAL
JUDGMENT AS TO DEFENDANT
LAURIE MAZZA, RELIEF-
DEFENDANT NICOLE ZUCK AND
RELIEF-DEFENDANT
PETER L. ZUCK**

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.

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") (Assistant Attorney General Kevin R. Jespersen and Deputy Attorney General Paul E. Minnefor appearing), 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. (the "Securities Law"). On August 22, 2012, the Court entered a "Consent Order Granting Preliminary and Ancillary Relief as to Defendant Laurie Mazza, Relief-Defendant Nicole Zuck and Relief-Defendant Peter L. Zuck" ("August 22, 2012 Consent Order"), appointing Richard W. Barry as Receiver ("Receiver") (Thomas A. Halm, Esq. appearing) over Defendant Laurie Mazza ("Laurie Mazza"), Relief-Defendant Nicole Zuck ("Nicole Zuck") and Relief-Defendant Peter L. Zuck ("Peter L. Zuck") (Timothy C. Moriarty, Esq. appearing), 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 a receivership estate (the "Receivership Estate"). Plaintiffs, the Receiver, Laurie Mazza, Nicole Zuck and

Peter L. Zuck have agreed to resolve any and all issues in controversy in this action under the terms set forth in this Consent Order and Final Judgment ("Consent Order").

The Court, having reviewed and approved the terms of this Consent Order, has found good and sufficient cause to enter this Consent Order.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Bureau Chief makes the following findings of fact and conclusions of law, which are neither admitted nor denied by Laurie Mazza, Nicole Zuck and Peter L. Zuck:

1. Laurie Mazza is married to Defendant Peter Zuck ("Peter Zuck") and resides with him in Middletown, New Jersey.

2. Nicole Zuck is the daughter of Laurie Mazza and Peter Zuck and currently attends Texas A&M University in College Station, Texas.

3. Peter L. Zuck is the son of Laurie Mazza and Peter Zuck and he resides with his parents in Middletown, New Jersey.

4. Defendant 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 ("Jersey City Property").

5. From 2009 through 2011, the Osiris Fund issued securities in the form of limited partnership interests ("Osiris Securities"), which were not registered with the Bureau, federally covered, or exempt from registration.

6. Defendant Osiris Partners, LLC ("Osiris Partners") is a limited liability company formed under the laws of New Jersey with a principal place of business at the Jersey City Property.

7. Osiris Partners is a general partner and the investment manager of Osiris Fund (collectively "Osiris Entities"). Osiris Partners' primary source of income was a monthly management fee ("Management Fee") paid by the Osiris Fund and, generally calculated as 3% of the Osiris Fund's net asset value ("NAV").

8. In general, each member of Osiris Partners benefitted from each sale of an Osiris Security because each sale increased the Osiris Fund's "managed portfolio" and, consequently, increased each member's monthly income from the Management Fee.

9. Laurie Mazza was not registered with the Bureau as an agent of the Osiris Entities.

10. From July 2011 through November 2011, Laurie Mazza received compensation as an Osiris Broker.

11. Laurie Mazza drafted the Osiris Partners LLC Offering Memorandum with Peter Zuck.

12. Nicole Zuck became a 50% owner of the Jersey City Property on or about June 2, 2008, when that undivided interest was deeded to her by her grandmother, Helen Zuck.

13. Nicole Zuck became the sole owner of the Jersey City Property on or about July 13, 2009, when co-owner Kevin Raynor deeded Nicole Zuck his 50% undivided interest in the Jersey City Property.

14. Laurie Mazza paid Kevin Raynor \$180,000 in exchange for the transfer of his interest in the Jersey City Property to Nicole Zuck.

15. Peter Zuck paid Laurie Mazza \$180,000 in Osiris Fund investor monies on or about May 7, 2010 to "reimburse" her for buying out Kevin Raynor's interest in the Jersey City Property.

16. The Jersey City Property served as the Osiris Entities' principal place of business from 2009 through 2011.

17. In 2009, Laurie Mazza began to receive up to \$1,500 per month from Osiris Partners in rent for the Jersey City Property at the direction of Peter Zuck, even though she was not on the title to the Jersey City Property.

18. Checks were issued to Laurie Mazza or L.A. Mazza from the Osiris Partners' checking account. Osiris Partners received all or a substantial portion of its money from the Osiris Fund.

19. All rent checks paid in relation to the Jersey City Property were deposited in bank accounts that were under the custody of Laurie Mazza.

20. At least \$340,000 of funds from the Osiris Fund was used to pay for renovations to the Jersey City Property at the direction of Peter Zuck.

21. After the renovations to the Jersey City Property were complete, the amount of rent paid to Laurie Mazza was increased to \$7,500 per month.

22. In total, Laurie Mazza received approximately \$156,500 in rental payments from the Jersey City Property.

23. In March 2009, a checking account was opened in Peter Zuck, Jr.'s name using his Social Security number ("Zuck Interest Checking Account").

24. Although the Zuck Interest Checking Account was solely in the name of Peter L. Zuck, Peter Zuck withdrew funds from the account for his own benefit.

25. During 2010 and 2011, at least \$1.3 million was transferred from the Osiris Fund to Peter Zuck through the Zuck Interest Checking Account.

26. On April 18, 2011, Peter Zuck purchased a property at 3575 S. Tropical Trail, in Merritt Island, Florida ("Merritt Island Property"), with a \$175,000 down payment and the execution of a promissory note in the amount of \$525,000.00.

27. Peter Zuck deeded the Merritt Island Property to Laurie Mazza later in 2011 for no consideration and continued to make mortgage loan, maintenance, renovation, tax and insurance payments related to the Merritt Island Property using monies obtained from the Osiris Entities.

28. The Receiver took possession and title to the Merritt Island Property pursuant to the "August 22, 2012 Consent Order," and sold the Merritt Island Property subject to the "Consent Order (A) Authorizing the Receiver's Sale of Certain Property Commonly Known as 3575 S. Tropical Trail, Merritt Island, Florida, Free and Clear of Liens and Encumbrances Pursuant to N.J.S.A. 14A:14-7 and (B) Authorizing the Receiver to Pay Related Mortgagee's Secured Claim and All Closing Cost and Expenses Out of Such Sale Proceeds," which was entered by the Court on November 22, 2013.

29. On June 11, 2011, Peter Zuck, as executor of the estate of his mother Helen Zuck, deeded a property located at 1860 N. Atlantic Avenue, Unit B-701, Coca Beach Florida ("Royal Towers Property") to Laurie Mazza and Nicole Zuck for no consideration.

30. Peter Zuck made mortgage loan, maintenance, renovation, tax and insurance payments related to the Royal Towers Property using monies obtained from the Osiris Entities.

31. The Receiver took possession and title to the Royal Towers Property pursuant to the "August 22, 2012 Consent Order," and sold the Royal Towers Property subject to the "Consent Order Amending the Order dated July 13, 2013 (A) Authorizing the Receiver's Sale of Certain Real Property Commonly Known as 1860 N. Atlantic Avenue, Unit B-701, Coco Beach Florida, Free and Clear of Liens and Encumbrances Pursuant to N.J.S.A. 14A:14-7, with Liens to Attach to Sale Proceeds; (B) Authorizing the Receiver to Sell and/or Abandon Personality Remaining Thereon, and (C) Authorizing the Receiver to Pay Related Closing Costs and Expenses Out of Such Sales Proceeds," which was entered by the Court on August 13, 2013.

32. Peter Zuck and Laurie Mazza paid for certain of Nicole Zuck's educational expenses with monies obtained from the Osiris Entities,

33. Peter Zuck and Laurie Mazza used monies obtained from the Osiris Entities to purchase and/or make automobile loan payments on a 2007 BMW X3 owed by Nicole Zuck, a 2008 Cadillac STS owned by Laurie Mazza and a 2009 Hummer H3 owned by Nicole Zuck.

34. Based on the foregoing conduct:

- a. Laurie Mazza 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);
- b. Laurie Mazza offered and sold securities that were not registered with the Bureau in violation of N.J.S.A. 49:3-60; and
- c. Laurie Mazza was unjustly enriched.

THEREFORE, based on the Bureau Chief's foregoing findings of fact and conclusions of law, it is on this 25th day of April, 2014, **ORDERED AND AGREED THAT:**

PERMANENT INJUNCTIVE RELIEF

35. Laurie Mazza, individually and by or through any person, corporation, business entity, agent, employee, broker, partner, officer, director, attorneys-in-fact, stockholder, and/or any other person who is directly or indirectly under their control or direction, is permanently enjoined and restrained from directly or indirectly:

- a. violating the Securities Law;
- b. engaging in the securities business in New Jersey in any capacity including, but not limited to, acting as an agent as defined in N.J.S.A. 49:3-49(b), a broker-dealer as defined by N.J.S.A. 49:3-49(c), an investment adviser as defined in N.J.S.A. 49:3-49(g), an investment adviser representative as defined in N.J.S.A. 48:3-49(s), or otherwise;
- c. issuing, offering for sale or selling, offering to purchase or purchasing, distributing, promoting, advertising, soliciting, negotiating, advancing the sale of and/or promoting securities, or advising regarding the sale of any securities, in any manner to, from or within New Jersey; and
- d. engaging in the conduct described in Plaintiffs' Verified Complaint filed in this matter.

36. Laurie Mazza agrees to never apply to the Bureau in any capacity, including as a broker-dealer, an agent, investment adviser, or investment adviser representative as defined by the Securities Law.

DENIAL OF REGISTRATION EXEMPTIONS

37. Laurie Mazza is denied all exemptions contained in N.J.S.A. 49:3-50 subsection (a) paragraphs 9, 10 and 11 and subsection (b), and the exemptions to the registration requirements provided by N.J.S.A. 49:3-56(b), N.J.S.A. 49:3-56(c) and N.J.S.A. 49:3-56(g).

DISGORGEMENT/RESTITUTION

38. Laurie Mazza is liable to disgorge and pay restitution in the amount of One Million and Two Hundred Thousand (\$1,200,000.00) Dollars pursuant to N.J.S.A. 49:3-69(a). Said amount will be deemed satisfied in full by the Laurie Mazza, Nicole Zuck and Peter L. Zuck's surrender of claims of ownership of and/or rights to the Jersey City Property, the Merritt Island Property, the Royal Towers Property and the 2008 Cadillac STS to the Receiver.

CIVIL MONETARY PENALTY

39. Pursuant to N.J.S.A. 49:3-70.1, Laurie Mazza is assessed a civil monetary penalty for violations of the Securities Law, as stated herein, in the amount of Fifty Thousand (\$50,000.00) Dollars, Twenty Five Thousand (\$25,000) Dollars of which is suspended, and Twenty Five Thousand (\$25,000) of which must be paid to the Bureau in equal monthly payments of Four Hundred and Sixteen Dollars and Sixty Six (\$416.16) for the next five years (sixty months). Laurie Mazza's first payment is due sixty (60) days after the entry of this Consent Order. Each subsequent monthly payment is payable on the 1st day of each month thereafter.

FINAL JUDGMENT

40. Final judgment is hereby entered against Laurie Mazza in the amount of One Million and Two Hundred and Fifty Thousand (\$1,250,000) Dollars, constituting One Million and Two Hundred Thousand (\$1,200,000.00) Dollars in disgorgement/restitution pursuant to N.J.S.A. 49:3-69(a)(2) in favor of the Plaintiffs and the Receiver, and Fifty Thousand (\$50,000.00) Dollars as a civil monetary penalty pursuant to N.J.S.A. 49:3-70.1 in favor of the Plaintiffs only, Twenty Five Thousand (\$25,000) Dollars of which is suspended, and Twenty Five Thousand (\$25,000) of which must be paid to the Bureau in equal monthly payments for the next five years (sixty months).

41. The disgorgement/restitution amounts and/or property transfers shall be paid and/or made directly to the Receiver.

42. All payments to the Receiver must be made by a certified bank check or an attorney trust account check made payable to "Richard W. Barry, as Receiver in Hoffman v. Zuck, et al."

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

44. Civil monetary penalty payments shall be paid by a certified bank check or attorney trust account check payable 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.

45. The civil monetary penalty shall be deposited in the Securities Enforcement Fund, pursuant to N.J.S.A. 49:3-66.1.

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46. Laurie Mazza, Nicole Zuck and Peter L. Zuck must, within ninety (90) days of entry of this Consent Order, submit to Plaintiffs and the Receiver an updated Financial Disclosure Certification in the form provided by Plaintiffs and/or the Receiver. ~~Laurie Mazza, Nicole Zuck and Peter L. Zuck must submit an updated Financial Disclosure Certification to Plaintiffs and the Receiver upon request by same.~~

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PRIVATE PARTY RELEASE

47. Immediately upon the entry of this Consent Order by the Court, all interests, claims and rights of Laurie Mazza, Nicole Zuck and Peter L. Zuck, including any person or entity controlled by Laurie Mazza, Nicole Zuck and Peter L. Zuck holding such an interest, claims or right on behalf of Laurie Mazza, Nicole Zuck and Peter L. Zuck, and/or to whom a court finds that Laurie Mazza, Nicole Zuck and Peter L. Zuck fraudulently or preferentially transferred such an interest, claim, or right, including the right to all rents received by the Receiver, to the Jersey City Property, the Merritt Island Property and the Royal Towers Property, and/or the proceeds from the sale(s) and rental of such properties, are hereby transferred to the Receiver. Laurie Mazza, Nicole Zuck and Peter L. Zuck further agree to execute any additional necessary documentation required by the Receiver to effect the transfer of their interests, claims and rights to the Jersey City Property, the Merritt Island Property and the Royal Towers Property to the Receiver.

48. Immediately upon the entry of this Consent Order by the Court, all interests, claims and rights of Laurie Mazza, Nicole Zuck and Peter L. Zuck, including any person or entity controlled by Laurie Mazza, Nicole Zuck and Peter L. Zuck holding such an interest, claims or right on behalf of Laurie Mazza, Nicole Zuck and Peter L. Zuck, and/or to whom a court finds that Laurie Mazza, Nicole Zuck and Peter L. Zuck fraudulently or

preferentially 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, including the Jersey City Property, the Merritt Island Property and the Royal Towers Property, are hereby transferred to the Receiver, including, but not limited to, all claims and rights stated in any Proof(s) of Claim that Laurie Mazza, Nicole Zuck and Peter L. Zuck individually and/or collectively filed or had the right to file with the Receiver in this case. In addition, Laurie Mazza, Nicole Zuck and Peter L. Zuck hereby waive their right(s) to, individually or collectively, file any Proof(s) of Claim with the Receiver in this case.

49. Laurie Mazza, Nicole Zuck and Peter L. Zuck waive their right(s) 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, Laurie Mazza, Nicole Zuck and Peter L. Zuck by themselves and their respective representatives, predecessors, successors and/or assigns, release, waive, disclaim and discharge the Receiver and the Receivership Estate 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 Order.

ADDITIONAL PROVISIONS

50. Within sixty (60) days of the entry of this Consent Order, Laurie Mazza will sign the title of the 2008 Cadillac STS currently in her name over to the Receiver.

51. The parties acknowledge that the Receiver has sold the Royal Towers Property and the Merritt Island Property and will undertake efforts to sell the Jersey City Property upon the entry of this Consent Order. It is agreed that the restitution/disgorgement portion of the final judgment set forth in paragraph 40 shall be deemed satisfied in full by the Laurie Mazza, Nicole Zuck and Peter L. Zuck's surrender of claims of ownership of and/or rights to the Jersey City Property, the Merritt Island Property, the Royal Towers Property and the 2008 Cadillac STS to the Receiver.

52. As consideration for the terms of this Consent Order, Plaintiffs agree to sign and file a stipulation of dismissal dismissing, with prejudice, the Verified Complaint as to Nicole Zuck and Peter L. Zuck within thirty (30) days of the entry of the Consent Order. The validity and enforceability of the stipulation of dismissal is contingent upon Laurie Mazza, Nicole Zuck and Peter L. Zuck fulfilling the terms of this Consent Order.

53. As consideration for the terms in this Consent Order, Laurie Mazza, Nicole Zuck and Peter L. Zuck, acknowledge, commit and agree to not file a bankruptcy petition within ninety one (91) days of the entry of this Consent Order.

54. Laurie Mazza, Nicole Zuck and Peter L. Zuck hereby agree and concede 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), (a)(19).

55. Laurie Mazza, Nicole Zuck and Peter L. Zuck permanently waive their individual and collective 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.

56. In the event that Laurie Mazza, Nicole Zuck and/or Peter L. Zuck 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, Laurie Mazza, Nicole Zuck and Peter L. Zuck agree that all of the allegations asserted against them as set forth in the Verified Complaint are deemed admitted and may be taken as true and correct without further proof.

57. Laurie Mazza, Nicole Zuck and Peter L. Zuck shall cooperate with Plaintiffs and the Receiver in this litigation or any related litigation involving the Receivership Estate. Laurie Mazza, Nicole Zuck and Peter L. Zuck's cooperation with Plaintiffs and the Receiver in this litigation, which is material to Plaintiffs and the Receiver, shall include, but is not limited to:

- a. 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, subject to and without waiving any constitutional rights and privileges;
- b. voluntarily and promptly attending and completing any meetings requested by Plaintiffs and 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 the terms of the Consent Order; and

- d. voluntarily and promptly responding to Plaintiffs' requests for documents or evidence.

58. Laurie Mazza, Nicole Zuck and Peter L. Zuck shall cooperate with the Receiver in connection with the disgorgement and restitution obligations set forth in paragraph 38 above, including but not limited to, executing deeds and any other documents necessary to accomplish the transfer of the Jersey City Property to the Receiver within thirty (30) days of the entry of this Consent Order, and the transfer of the title to the 2008 Cadillac STS to the Receiver within sixty (60) days of the date of the entry of this Consent Order. Laurie Mazza, Nicole Zuck and Peter L. Zuck shall also cooperate with the Receiver's efforts to market, sell, maintain and manage the Jersey City Property, including the turnover of all information, warranties and all other documents relating to the operation of the premises, furniture and fixtures and all agreements and information relating to the rental of the Jersey City Property.

59. A "Triggering Event" is defined to include the following circumstances:

- a. The discovery by Plaintiffs and/or the Receiver that any material information provided by Laurie Mazza, Nicole Zuck or Peter L. Zuck to Plaintiffs and/or the Receiver, including, but not limited to, testimony, statements or any information set forth in a Financial Disclosure Certification or updated Financial Disclosure Certification was or is materially false and/or misleading, including information relating to assets owned or controlled or income;

- b. Laurie Mazza, Nicole Zuck or Peter L. Zuck's failure to cooperate and serve as a witness for Plaintiffs and/or the Receiver, subject to and without waiving any constitutional rights or privileges;
- c. Laurie Mazza, Nicole Zuck or Peter L. Zuck's violation or breach of any provision of this Consent Order;
- d. the filing of a bankruptcy petition by, on behalf of or against Laurie Mazza, Nicole Zuck or Peter L. Zuck within ninety-one (91) days of the execution of this Consent Order;
- e. the filing of any proceeding or litigation (e.g., adversary proceeding in a bankruptcy court or otherwise) by Laurie Mazza, Nicole Zuck or Peter L. Zuck, their representative(s) (including a trustee in bankruptcy), predecessor(s), successor(s), assign(s), or any person or entity controlled by Laurie Mazza, Nicole Zuck or Peter L. Zuck against the Plaintiffs or the Receiver that seeks to affect the Plaintiffs or the Receiver's rights or benefits under this Consent Order in any manner whatsoever; or
- f. determination by any court or tribunal that any aspect of this Consent Order is not a non-dischargeable debt, or subject to a material modification.

60. Upon any Triggering Event, the Plaintiffs and/or the Receiver may:

- a. commence an action in any court to enforce this Consent Order and collected an increased judgment of \$2,500,000 in restitution/disgorgement and a \$150,000 civil monetary penalty ("Increased Judgment") for which the party (Laurie Mazza, Nicole Zuck

and/or Peter L. Zuck) who caused such Triggering Event shall be solely and individually liable, the entry of which the party (Laurie Mazza, Nicole Zuck and/or Peter L. Zuck) who caused such Triggering Event must consent to and which that party waives their right to oppose. The Increased Judgment shall be due immediately upon entry;

- 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 Laurie Mazza, Nicole Zuck and Peter L. Zuck relating to the actions, disputes or claims resolved through this Consent Order; or
- c. take any action permitted by law.

61. The parties acknowledge that Laurie Mazza, Nicole Zuck and Peter L. Zuck previously provided the Receiver with a Financial Disclosure Certification. Plaintiffs' and/or the Receiver's determination that the Financial Disclosure Certification previously provided by Laurie Mazza, Nicole Zuck and Peter L. Zuck contain materially false and/or misleading information constitutes a "Triggering Event" pursuant to paragraph 59(a), entitling Plaintiffs and/or the Receiver to pursue the remedies set forth in paragraph 60.

62. In the event that the Plaintiffs or the Receiver choose, at their sole discretion, to assert rights under the prior two paragraphs of this Consent Order, Laurie Mazza, Nicole Zuck and/or Peter L. Zuck shall:

- a. not assert any defenses based on jurisdiction, lack of standing, statutes of limitations, statute of repose or dismissal with prejudice, all of which defenses are hereby waived;
- b. consent to the vacation or rescission of this Consent Order, if requested by the Plaintiffs or the Receiver to do so; and
- c. be responsible for all reasonable attorneys' fees and costs incurred by the Plaintiffs or the Receiver for having to take such actions.

63. 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, Laurie Mazza, Nicole Zuck and Peter L. Zuck hereby consent to the jurisdiction of the Plaintiffs and voluntarily waive any right to assert any defenses, or to raise any challenge (including those before the Bankruptcy Court), that Laurie Mazza, Nicole Zuck and/or Peter L. Zuck otherwise may have, to the Consent Order.

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

65. Laurie Mazza, Nicole Zuck and Peter L. Zuck 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.

66. This Consent Order constitutes the entire agreement between Laurie Mazza, Nicole Zuck, Peter L. Zuck, the Plaintiffs and the Receiver and shall bind the parties as to the issues in controversy in this action.

67. Nothing contained herein shall, in any manner, be construed to limit or affect: (a) any position that the Plaintiffs may take in any future or pending action, not

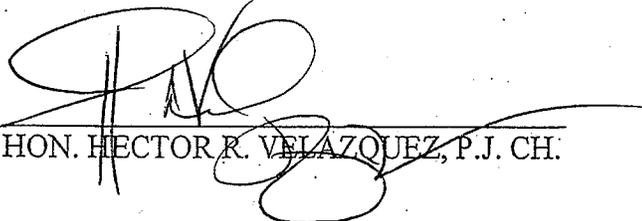
specifically encompassed herein; and (b) the rights of any person who may have a claim against Laurie Mazza, Nicole Zuck and/or Peter L. Zuck.

68. 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.

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

70. This Consent Order may be docketed as a judgment at any time after it is entered by the Court.

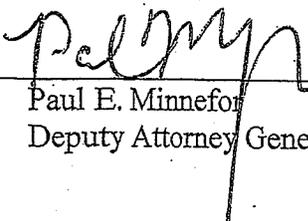
71. This Court retains jurisdiction to enforce, modify or otherwise hear any application arising from the terms of this Consent Order.



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: 4/10/14

By: _____
Laurie Ann Mazza, Defendant

Dated:

By: _____
Nicole Zuck, Relief Defendant

Dated:

By: _____
Peter L. Zuck, Relief Defendant

Dated:

Moriarty Law Firm
864 Broadway
West Long Branch, New Jersey 07764
Counsel for Defendant Laurie Mazza
Relief-Defendant Nicole Zuck and
Relief Defendant Peter L. Zuck

By: _____
Timothy C. Moriarty, Esq.

Dated:

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:

By: Laurie Ann Mazza
Laurie Ann Mazza, Defendant

Dated: 4/11/14

By: _____
Nicole Zuck, Relief Defendant

Dated:

By: _____
Peter L. Zuck, Relief Defendant

Dated:

Moriarty Law Firm
864 Broadway
West Long Branch, New Jersey 07764
Counsel for Defendant Laurie Mazza
Relief-Defendant Nicole Zuck and
Relief Defendant Peter L. Zuck

By: Timothy C. Moriarty
Timothy C. Moriarty, Esq.

Dated: 4/11/14

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:

By: _____
Laurie Ann Mazza, Defendant

Dated:

By: 
Nicole Zuck, Relief Defendant

Dated: 4-11-14

By: _____
Peter L. Zuck, Relief Defendant

Dated:

Moriarty Law Firm
864 Broadway
West Long Branch, New Jersey 07764
Counsel for Defendant Laurie Mazza
Relief-Defendant Nicole Zuck and
Relief Defendant Peter L. Zuck

By: _____
Timothy C. Moriarty, Esq.

Dated:

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

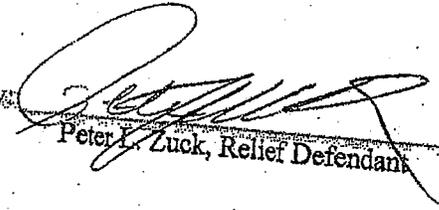
Dated:

By: _____
Laurie Ann Mazza, Defendant

Dated:

By: _____
Nicole Zuck, Relief Defendant

Dated:

By: 
Peter L. Zuck, Relief Defendant

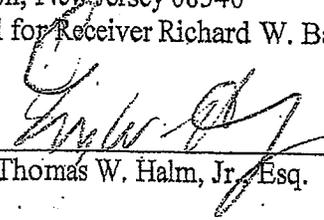
Dated: APRIL 11, 2014

Moriarty Law Firm
864 Broadway
West Long Branch, New Jersey 07764
Counsel for Defendant Laurie Mazza
Relief-Defendant Nicole Zuck and
Relief Defendant Peter L. Zuck

By: _____
Timothy C. Moriarty, Esq.

Dated:

Hill Wallack LLP
202 Carnegie Center
Princeton, New Jersey 08540
Counsel for Receiver Richard W. Barry

By: 

Thomas W. Halm, Jr. Esq.

Dated: 4/10/14