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FILED
MAY 26 2015
Robert P. Conillo
P.J.Ch.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, BERGEN COUNTY
DOCKET NO. BER-C-219-14

JOHN J. HOFFMAN, Acting Attorney General of the State of New Jersey, and STEVE C. LEE, Acting Director of the New Jersey Division of Consumer Affairs,

Plaintiffs,

v.

J&L MIRROR GLASS & CONST. CORP. a/k/a J&L MIRROR and GLASS; ITS ALL GLASS CORPORATION d/b/a ALL GLASS SERVICES; GLASS DYNAMIX CORPORATION a/k/a DYNAMIX; JOEL TOBIA a/k/a JOEL R. TOBIA a/k/a J.R. TOBIA individually and as owner, officer, director, manager, employee, representative and/or agent of J&L MIRROR GLASS & CONST. CORP., ITS ALL GLASS CORPORATION, GLASS DYNAMIX; EVELYN PEREZ a/k/a E. PEREZ individually and as owner, officer, director, manager, employee, representative and/or agent of J&L MIRROR GLASS & CONST. CORP., and GLASS DYNAMIX CORPORATION; JANE AND JOHN DOES 1-20, individually and as owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors of J&L MIRROR GLASS & CONST. CORP. ITS ALL GLASS CORPORATION, and/or GLASS DYNAMIX CORPORATION; and XYZ CORPORATIONS 1-20,

Defendants.

Civil Action

FINAL CONSENT JUDGMENT
(Joel Tobia aka Joel R. Tobia aka
J.R. Tobia)

The parties to this Action and Final Consent Judgment (“Consent Judgment”) are plaintiffs John J. Hoffman, Acting Attorney General of the State of New Jersey (“Attorney General”), and Steve C. Lee, Acting Director of the New Jersey Division of Consumer Affairs (“Director”), (collectively, “Plaintiffs”) and defendant Joel Tobia a/k/a Joel R. Tobia a/k/a J.R. Tobia (“Tobia” or “Defendant”) (collectively, “Parties”). As evidenced by their signatures below, the Parties do consent to the entry of this Consent Judgment and its provisions without trial or adjudication of any issue of fact or law, and without an admission of any liability or wrongdoing of any kind.

PRELIMINARY STATEMENT

On July 24, 2014, the Plaintiffs commenced this matter alleging that Tobia along with defendants J&L Mirror Glass & Const. Corp. a/k/a J&L Mirror and Glass, Its All Glass Corporation d/b/a All Glass Services, Glass Dynamix Corporation a/k/a Dynamix, and Evelyn Perez a/k/a E. Perez (“Perez”) violated the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”), and related statutes and regulations, specifically the Contractors' Registration Act, N.J.S.A. 56:8-136 et seq., the Regulations Governing Contractor Registration, N.J.A.C. 13:45A-17.1 et seq. (“Contractor Registration Regulations”), the Regulations Governing Home Improvement Practices, N.J.A.C. 13:45A-16.1 et seq. (“Home Improvement Regulations”), and the Regulations Governing the Delivery of Household Furniture and Furnishings, N.J.A.C. 13:45A-5.1 et seq. (“Furniture Regulations”) through the Advertisement, offering for sale, sale and performance of various home improvements, particularly in, among other things, replacement of glass in shower doors and windows, and in the sale of household furniture, particularly glass tops for tables, to consumers in the State of New Jersey (“State” or “New Jersey”) and elsewhere. Specifically, among other things,

the Plaintiffs alleged that Defendant failed to perform the contracted for work even after consumers submitted a down payment or full payment, failed to place the required information in home improvement and furniture contracts, failed to supply refunds where appropriate and, at times, became verbally and/or physically abusive to consumers. Defendant denies the allegations.

The Court has reviewed the terms of this Consent Judgment and based upon the Parties' agreement and for good cause shown:

IT IS HEREBY ORDERED, ADJUDGED AND AGREED AS FOLLOWS:

1. JURISDICTION

1.1 The Parties admit jurisdiction of this Court over the subject matter and over the Parties for the purpose of entering into this Consent Judgment. The Court retains jurisdiction for the purpose of enabling the Parties to apply to the Court at any time for such further orders and relief as may be necessary for the construction, modification, enforcement, execution or satisfaction of this Consent Judgment.

2. VENUE

2.1 Pursuant to N.J.S.A. 56:8-8, venue as to all matters between the Parties hereto relating to or arising out of this Consent Judgment shall lie exclusively in the Superior Court of New Jersey, Chancery Division, Bergen County.

3. EFFECTIVE DATE

3.1 This Consent Judgment shall be effective on the date that it is entered with the Court ("Effective Date").

4. DEFINITIONS

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

4.1 “Action” shall refer to the action titled John J. Hoffman, et al. v. J&L Mirror Glass & Const. Corp. a/k/a J&L Mirror and Glass, et al., Superior Court of New Jersey, Chancery Division, Bergen County, Docket No. BER-C-219-14, and all pleadings and proceedings related thereto, including the Complaint, filed July 24, 2014.

4.2 “Advertisement” shall be defined in accordance with N.J.S.A. 56:8-1(a). For purposes of the Advertising Regulations, “Advertisement” shall be defined in accordance with N.J.A.C. 13:45A-9.1. These definitions apply to other forms of the word “Advertisement” including, without limitation, “Advertise” and “Advertised.” For purposes of the Contractor Registration Regulations, “Advertise” shall be defined in accordance with N.J.A.C. 13:45A-17.2. This definition applies to other forms of the word “Advertise” including, without limitation, “Advertisement” and “Advertised.”

4.3 “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.

4.4 “Consumer” shall refer to any Person who is offered Merchandise for Sale.

4.5 “Contractor” shall be defined in accordance with N.J.S.A. 56:8-137.

4.6 “Division” means the New Jersey Division of Consumer Affairs.

4.7 “Home Improvement” shall be defined: (a) for purposes of the Contractors’ Registration Act in accordance with N.J.S.A. 56:8-137; (b) for purposes of the Home Improvement

Regulations in accordance with N.J.A.C. 13:45A-16.1; and (c) for purposes of the Contractor Registration Regulations in accordance with N.J.A.C. 13:45A-17.2.

4.8 “Home Improvement Contract” shall be defined: (a) for purposes of the Contractors’ Registration Act in accordance with N.J.S.A. 56:8-137; (b) for purposes of the Home Improvement Regulations in accordance with N.J.A.C. 13:45A-16.1; and (c) for purposes of the Contractor Registration Regulations in accordance with N.J.A.C. 13:45A-17.2.

4.9 “Household Furniture” shall be defined in accordance with N.J.A.C. 13:45A-5.1(d).

4.10 “Merchandise” shall be defined in accordance with N.J.S.A. 56:8-1(c).

4.11 “New Jersey” and “State” shall refer to the State of New Jersey.

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

4.13 “Represent” shall mean to state or imply through claims, statements, questions, conduct, graphics, symbols, lettering, formats, devices, language, documents, messages or any other manner or means by which meaning might be conveyed. This definition applies to other forms of the word “Represent” including, without limitation, “Representation,” “Misrepresent” and “Misrepresenting.”

4.14 “Restitution” shall refer to all methods undertaken by Defendant to resolve Consumer complaints including, but not limited to, the issuance of credits or refunds or the reversal of credit card or debit card charges.

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

4.16 “Substandard Home Improvements” include, but are not limited to: installment of showers doors where measurements were incorrect and water leaks from shower on to bathroom floor.

5. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

5.1 Defendant shall not engage in any unfair or deceptive acts or practices in the conduct of his 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, the Contractors' Registration Act, the Contractor Registration Regulations, the Home Improvement Regulations and the Furniture Regulations.

5.2 Defendant is enjoined from engaging in the Advertisement, offer for Sale, or Sale of Furniture and is also enjoined from engaging in the Advertisement, offer for Sale, Sale and/or performance of Home Improvements as an owner, operator and/or manager of a Home Improvement business in New Jersey, in accordance with N.J.S.A. 56:8-8. Defendant may be employed by a Home Improvement business provided that the Home Improvement Contractor, who owns the Home Improvement business, certifies under oath the relationship with Tobia, specifically, personal, business or family, and that Tobia does not own, control and/or manage the affairs of the Home Improvement business. At any time after two (2) years from the Effective Date, Tobia may make a written request to manage, operate and/or own any business within the State which requires licensing or registration with the Division, including as a Contractor within New Jersey. Such request shall include a certification under oath from Tobia that he has committed no material violation of this Consent Judgment for a period of not less than two (2) years prior to the date of the request. Upon Plaintiffs' confirmation that no material violation has occurred, Tobia shall be able to apply for the requested license or registration with the Division.

5.3 Defendant shall not perform Home Improvement work in a substandard manner that required consumers to hire a second contractor to correct Defendant's work.

5.4 Defendant shall include the Contractor registration number as required in Advertisements or otherwise, in accordance with N.J.S.A. 56:8-144(a) and N.J.A.C. 13:45A-17.11(d)(2).

5.5 Defendant shall include with Home Improvement Contracts a copy of his certificate of commercial general liability insurance as well as the telephone number of the company issuing the certificate, in accordance with N.J.S.A. 56:8-151(a)(2).

5.6 Defendant shall include the required "Notice to Consumer" cancellation language in Home Improvement Contracts in accordance with N.J.S.A. 56:8-151(b).

5.7 Defendant shall not request that a Consumer sign a certificate of completion or make a final payment on the contract before the Home Improvement is completed, in accordance with N.J.A.C. 13:45A-16.2(6)(v).

5.8 Defendant shall begin or complete work on the date or within the time period specified in the Home Improvement Contract or as otherwise represented, in accordance with N.J.A.C. 13:45A-16.2(7)(ii).

5.9 Defendant shall give timely written notice to the Consumer of reasons, beyond the Defendant's control, for any delay in the performance and when work will begin or be completed, in accordance with N.J.A.C. 13:45A-16.2(7)(iii).

5.10 Defendant shall set forth the legal name of the business and business address on Home Improvement Contracts, pursuant to N.J.S.A. 56:8-151(a)(1) and N.J.A.C. 13:45A-16.2(12)(i).

5.11 Defendant shall include in Home Improvement Contracts the legal name and the business address of the sales representative or agent who solicited or negotiated the Home Improvement Contract, in accordance with N.J.A.C. 13:45A-16.2(12)(i).

5.12 Defendant shall include in Home Improvement Contracts a description of the work to be done and the principal products and materials to be used or installed in the performance of the Home Improvement Contract, in accordance with N.J.A.C. 13:45A-16.2(a)(12)(ii).

5.13 Defendant shall include in Home Improvement Contracts a statement of the terms and conditions affecting the price of the Home Improvement Contract, including cost of materials and hourly labor rate, in accordance with N.J.A.C. 13:45A-16.2(a)(12)(iii).

5.14 Defendant shall include in Home Improvement Contracts the dates or time periods within which work is to be commenced and completed, in accordance with N.J.A.C. 13:45A-16.2(a)(12)(iv).

5.15 Defendant shall set forth the signatures of both parties to every Home Improvement Contract, pursuant to N.J.S.A. 56:8-151(a) and N.J.A.C. 13:45A-16.2(a)(12), and every Home Improvement Contract shall be signed by both parties prior to the commencement of any Home Improvement.

5.16 Defendant shall not enter into Home Improvement Contracts that do not comply with the requirements of N.J.S.A. 56:8-151, in violation of N.J.A.C. 13:45A-17.13.

5.17 Defendant shall include on any invoice, Home Improvement Contract and/or correspondence that is given to a Consumer, the informational statement and toll-free telephone number provided by the Director for Consumers making inquiries regarding Contractors, pursuant to N.J.S.A. 56:8-144(b) and N.J.A.C. 13:45A-17.11(f).

5.18 Defendant shall not enter into a Home Improvement Contract while not registered as a Home Improvement Contractor pursuant to N.J.S.A. 56:8-138(a) and N.J.A.C. 13:45A-17.3(a).

5.19 Defendant shall not include in Home Improvement Contracts a reference to a County, area and/or telephone number (e.g. Manhattan Area – 646-208-3239), if Defendant does not have an office in that County.

5.20 Defendant shall not require or accept payment for Home Improvements, if Defendant fails to perform the Home Improvements according to the Home Improvement Contract specifications.

5.21 Defendant shall not perform Substandard Home Improvements and then fail to make the necessary corrective repairs.

5.22 Defendant shall not cause damage to a Consumer's home while performing Home Improvements and then fail to fix, clean, or compensate for the damage.

5.23 Defendant shall not Represent to Consumers that Defendants will return to Consumers' homes to perform corrective repairs and then fail to do so.

5.24 Defendant shall not Advertise, offer for Sale, sell and/or perform Home Improvements under any name (e.g. All Glass), which is not registered as a Contractor with the Division, in violation of N.J.S.A. 56:8-138(a) and N.J.A.C. 13:45A-17.3(a)(1).

5.25 Defendant shall deliver all of the ordered Household Furniture by or on the promised delivery date, or provide written notice to a consumer of the impossibility of meeting the promised delivery date and offering the consumer the option to cancel said order with a prompt, full refund of any payments already made or accepting delivery at a specified later time, in accordance with N.J.A.C. 13:45A-5.1(a).

5.26 Defendant shall not deliver Household Furniture that is damaged, defective or otherwise non-conforming and then fail to provide consumers with the option of cancelling the order for a full refund or accept delivery at a later date, in accordance with N.J.A.C. 13:45A-5.1(e).

5.27 Defendant shall not refuse to issue a refund when requested by consumers after failing to deliver Household Furniture or delivering non-conforming Merchandise, in accordance with N.J.A.C. 13:45A-5.1(a) and (e).

5.28 Defendant shall not fail to provide Consumers with contract forms or sales documents that comply with N.J.A.C. 13:45A-5.2(a) and (b).

5.29 Defendant shall provide Consumers with contract forms or sales documents that comply with N.J.A.C. 13:45A-5.3(a).

5.30 Defendant shall not use another Contractor's registration number in Defendants' Home Improvement Contracts (i.e., Home Improvement Contracts bearing the name All Glass, but including the Contractor registration number for Its All Glass).

5.31 Defendant shall not conduct business in the State under an assumed name that he has not registered with the State as a business entity or trade name, (e.g. All Glass).

5.32 Defendant shall not refuse to issue a refund when so requested by Consumers after Defendant failed to perform the contracted-for Home Improvements.

5.33 Defendant shall not fail to respond to Consumers' telephone calls, inquiries and/or complaints in a timely manner or at all.

5.34 Defendant shall not harass Consumers or threaten Consumers verbally or physically.

5.35 Defendant shall disclose accurate and full information on any Home Improvement Contractor Application for Initial Registration, Disclosure Statements and renewals (e.g., all business names used), in accordance with N.J.A.C. 13:45A-17.5 and -17.6.

5.36 Defendant shall not Misrepresent to Consumers that his business is "Family Owned Since 1929", when such is not the case.

6. SETTLEMENT AMOUNT

6.1 The Parties have agreed to a settlement of this Action in the amount of One Hundred Eighty- Nine Thousand Eighteen and 94/100 Dollars (\$189,018.94) ("Settlement Amount").

6.2 The Settlement Amount consists of: a civil penalty of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), pursuant to N.J.S.A. 56:8-13; Restitution of Nine Thousand Forty-Five and 00/100 Dollars (\$9,045.00), pursuant to N.J.S.A. 56:8-8; Twenty-Six Thousand Seven Hundred Ninety-Four and 50/100 Dollars (\$26,794.50) in reimbursement of Plaintiffs' attorneys' fees, pursuant to N.J.S.A. 56:8-11; and Three Thousand One Hundred Seventy-Nine and 44/100 Dollars (\$3,179.44) in reimbursement of Plaintiffs' investigative costs, pursuant to N.J.S.A. 56:8-19.

6.3 Plaintiffs agree to suspend One Hundred Seventy-Nine Thousand Nine Hundred Seventy-Three and 94/100 Dollars (\$179,973.94) of the Settlement Amount, subject to the conditions set forth in Sections 6.7 through 6.8.

6.4 Defendant shall pay Nine Thousand Forty-Five and 00/100 Dollars (\$9,045.00) ("Settlement Payment") as follows:

a. Five Hundred Thirty-Five and 00/100 Dollars (\$535.00) contemporaneously with the signing of this Consent Order with the remainder in twenty-three (23) equal monthly

installments of Three Hundred Seventy and 00/100 Dollars (\$370.00) beginning July 1, 2015 and ending on May 1, 2017.

6.5 The Settlement Payment installments shall be made by certified or cashier's check, wire transfer, money order or credit card payable to the "New Jersey Division of Consumer Affairs" and forwarded to:

Patricia Schiripo
Deputy Attorney General
Consumer Fraud Prosecution Section
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

6.6 Upon making the Settlement Payment, Defendant 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 Plaintiffs pursuant to the terms herein.

6.7 The One Hundred Seventy-Nine Thousand Nine Hundred Seventy-Three and 94/100 Dollars (\$179,973.94) portion of the Settlement Amount ("Suspended Penalty") shall be automatically vacated after two (2) years, provided:

- a. Defendant complies with the restraints and conditions set forth in this Consent Judgment; and
- b. Defendant does not engage in any acts or practices in violation of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, the Home Improvement Regulations and/or the Furniture Regulations.

6.8 In the event Defendant fails to comply with Section 6.7, the entire Suspended Penalty shall be immediately due and payable upon notice by Plaintiffs. In any such notice, however, Plaintiffs shall provide Defendant with the specific details of Defendant's alleged noncompliance

and Defendant shall be afforded a fifteen (15) day period within which to cure any such noncompliance. In the event of Defendant's failure to cure any such noncompliance, Plaintiffs will make a Motion to Enforce Litigant's Right to have the entire Suspended Penalty entered against Defendant.

7. DISMISSAL OF ACTION

7.1 The entry of this Consent Judgment constitutes a dismissal with prejudice of the Action.

8. GENERAL PROVISIONS

8.1 This Consent Judgment 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 Judgment.

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

8.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Judgment 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 Judgment.

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

8.5 Except as otherwise explicitly provided for in this Consent Judgment, 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.

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

8.7 This Consent Judgment 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 Judgment avoid compliance with this Consent Judgment.

8.8 This Consent Judgment is agreed to by the Parties and entered into for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Judgment nor any action taken hereunder shall constitute, or be construed as: (a) an approval, sanction or authorization by the Attorney General, the Division or any other governmental unit of the State of any act or practice of the Defendant; and (b) an admission by Defendant that any of the acts or practices described in or prohibited by this Consent Judgment are unfair or deceptive or violate the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, the Home Improvement Regulations, and/or the Furniture Regulations. This Consent Judgment is not intended, and shall not be deemed, to constitute evidence or precedent of any kind except in: (a) any action or proceeding by one of the Parties to enforce, rescind or otherwise implement or affirm any or all of the terms of this Consent Judgment; or (b) any action or proceeding involving a Released Claim (as defined in Section 10) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

8.9 Nothing contained in this Consent Judgment shall be construed to limit or otherwise affect the rights of any Persons who are not Parties to this Consent Judgment with respect to any of the matters contained herein.

8.10 Unless otherwise prohibited by law, any signatures by the Parties required for 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.

9. REPRESENTATIONS AND WARRANTIES

9.1 The parties Represent and warrant that their signatories to this Consent Judgment have the Authority to act for and bind the respective Parties.

9.2 Defendant Represents and warrants that he will not own and/or operate any business or other entity in the State that is engaged in the Advertisement, offering for Sale and/or Sale of Home Improvements or any business or other entity engaged in the Advertising, offering for Sale and/or selling Furniture, except as set forth in Section 5.2.

10. RELEASE

10.1 Unless otherwise prohibited by law, In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Judgment and conditioned on Defendant making the Settlement Payment in the manner referenced in Section 6, Plaintiffs hereby agree to release Defendant from any and all civil claims or Consumer related administrative claims, to the extent permitted by State law, which the Plaintiffs could have brought prior to the Effective Date against Defendant for violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, the Home Improvement Regulations and the Furniture Regulations as alleged in the Action, as well as the matters specifically addressed in this Consent Judgment ("Released Claims").

10.2 Notwithstanding any term of this Consent Judgment, the following do not comprise Released Claims: (a) private rights of action, provided however, that nothing herein shall prevent

Defendant from raising the defense of set-off against a Consumer who has received Restitution; (b) actions to enforce this Consent Judgment; and (c) any claims against Defendant by any other agency or subdivision of the State.

11. PENALTIES FOR FAILURE TO COMPLY

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

11.2 The Parties agree that any future violations of the injunctive provisions of this Consent Judgment, the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, the Home Improvement Regulations and/or the Furniture Regulations shall constitute a second or succeeding violation under N.J.S.A. 56:8-13 and that the Defendant may be liable for enhanced civil penalties.

12. COMPLIANCE WITH ALL LAWS

12.1 Except as provided in this Consent Judgment, no provision herein shall be construed as:

- a. Relieving Defendant of his 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 Plaintiffs may otherwise have to obtain information, documents or testimony from Defendant 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 Defendant may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Plaintiffs to obtain such information, documents or testimony.

13. NOTICES UNDER THIS CONSENT JUDGMENT

13.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Parties pursuant to this Consent Judgment shall be sent by the 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 Plaintiffs:

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

For Defendant Joel Tobia aka Joel R. Tobia aka J.R. Tobia:

James M Doyle, Esq.
Court Plaza South- East Wing
21 Main Street, Suite 350
Hackensack, New Jersey 07601

IT IS ON THE 26 DAY OF May 2015 SO ORDERED, ADJUDGED
AND DECREED.



HON. ROBERT P. CONTILLO, J.S.C.

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR THE PLAINTIFFS:

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: Patricia Schiripo
Patricia Schiripo, Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: May 22, 2015

124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Telephone: (973) 648-7819

FOR DEFENDANT JOEL TOBIA a/k/a JOEL R. TOBIA a/k/a J.R. TOBIA:

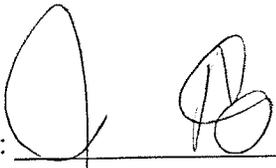
LAW OFFICE OF JAMES M. DOYLE

By: James M. Doyle
James M. Doyle, Esq.

Dated: May 21, 2015, 2015

Court Plaza South- East Wing
10 Main Street, Suite 305
Hackensack, New Jersey 07601
Telephone: (201) 487-1444

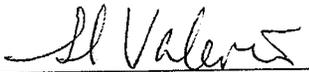
JOEL TOBIA a/k/a JOEL R. TOBIA a/k/a J.R. TOBIA

By:  _____

Joel Tobia
5609 Jefferson Street
West New York, New Jersey 07093

Dated: 5/21/15, 2015

Sworn and Subscribed to before
me on May 21, 2015.



A Notary

SUSAN P. VALERIO
A Notary Public of New Jersey
My Commission Expires October 27, 2019