JOHN J. HOFFMAN, as Acting
ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Division of Consumer Affairs

By: Jeffrey Koziar
Deputy Attorney General
(973) 648-7819

FILED

FEB 13 2013

Frank M. Ciuffani, P.J., Ch.

JOHN J. HOFFMAN, as Acting Attorney General of the State of New Jersey, and ERIC T. KANEFSKY, Acting Director of the New Jersey Division of Consumer Affairs, Plaintiffs, v. INDUSTRY MODEL AND TALENT STUDIOS, LLC, INTERFACE 1, LLC, ROMAN VINTFELD, JOHN AND JANE DOES 1-10 AND XYZ CORPORATIONS 1-10, Defendants.	SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION MIDDLESEX COUNTY DOCKET NO.: C-148-11 Civil Action **FINAL CONSENT ORDER**

WHEREAS the Parties to this Action and Final Consent Order ("Parties") are plaintiffs John J. Hoffman, Acting Attorney General of the State of New Jersey ("Attorney General") and Eric T. Kanefsky, Acting Director of the New Jersey Division of Consumer Affairs ("Director") (collectively, "Plaintiffs")[1], and Industry Model and Talent Studios, LLC, InterFACE 1, LLC and Roman Vintfeld (collectively, "Defendants"). As evidenced by their signatures below, the Parties do

[1] This action was commenced on behalf of Paula T. Dow, Attorney General, and Thomas R. Calcagni, former Director. In accordance with R. 4:34-4, the caption has been revised to reflect the current Attorney General and Acting Director.

consent to the entry of this Final Consent Order ("Consent Order") and its provisions without trial or adjudication of any issue of fact or law.

WHEREAS on July 25, 2011, Plaintiffs commenced this Action upon the filing of the Complaint alleging violations by Defendants of, and seeking recovery under,the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 etseq. ("CFA"), and the Regulations Governing General Advertising Practices, N.J.A.C. 13:45A-9.1 etseq. ("Advertising Regulations").

WHEREAS on August 26, 2011, Defendants filed an Answer denying the allegations.

WHEREAS the Parties desire to resolve this Action to avoid the cost, expense, distraction, uncertainty, delay and inconvenience associated therewith and have reached an amicable agreement resolving the issues in controversy and concluding this Action without the need for further action and without Defendants having admitted to any violation of law or finding of fact, and for good cause shown;

IT IS HEREBY ORDERED AND ADJUDGED 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 Order. The Court retains jurisdiction for the purpose of enabling the Parties to apply to this 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 Order.

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 Order shall lie exclusively in the Superior Court of New Jersey, Chancery Division, MiddlesexCounty.

3. EFFECTIVE DATE

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

4. DEFINITIONS

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

4.1 "Additional Consumer" shall refer to any Consumer Complaint concerning Defendants' business practices that is received by the Division directly or through CALA or another agency within one (1) year after the Effective Date.

4.2 "Advertise,""Advertisement" or "Advertising" shall mean any written, oral or electronic statement, illustration or depiction that is designed to create interest in the purchase of, impart information about the attributes of, publicize the availability of, or effect the sale or use of, goods or services, whether the statement appears in a brochure, newspaper, magazine, free-standing inset, bill board, circular, mailer, package insert, package label, product instructions, electronic mail website, InterFACE Website,homepage, television, cable television, radio, commercial or any other medium. For purposes of the Advertising Regulations, "Advertise" shall be defined in accordance with N.J.A.C. 13:45A-9.1.

4.3 "Affected Consumers" shall refer to the Consumers listed on Exhibit A who either directly or indirectly submitted to the Division a complaint concerning Defendants business practices, and to whom Defendants have agreed to pay Restitution.

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

4.5 "CALA" shall refer to Consumer Affairs Local Assistance offices within counties and/or municipalities in the State.

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

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

4.8 "Division" shall refer to the New Jersey Division of Consumer Affairs.

4.9 "InterFACE" shall mean InterFACE 1, LLC.

4.10 "InterFACE Information Form" shall refer to the form completed by Consumers at the initial point of contact with InterFACE containing Consumer contact information.

4.11 "InterFACE Website" means Defendants' website located at www.interfacenetwork.com,www.interfacetalent.com, and www.interfacetalentgroup.comor any other Internet location.

4.12 "InterFACE Pages Membership Agreement" means the Defendants' written agreement wherein it states that it will post the consumers digital card online using proprietary software owned and operated by the company.

4.13 "Merchandise" shall be defined in accordance with N.J.S.A. 56:8-18 and includes the Photoshoot as well as any marketing or promotion to modeling agencies or casting agents.

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

4.15 "Photoshoot" means taking photographs of the consumer at Defendants' studio as set forth in Defendants' Professional Services Agreement.

4.16 "Professional Services Agreement" means Defendants' written agreement wherein it states the terms and conditions of photographing the consumer.

4.17 "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 "Misrepresent."

4.18 "Restitution" shall refer to all methods undertaken by Defendants to resolve Consumer complaints, including the issuance of credits or refunds or the reversal of credit card or debit card charges.

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

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

5. INJUNCTIVE RELIEF

5.1 Defendants will not engage in any unfair and/or deceptive acts or practices in the conduct of its business in the State and will comply with all applicable State and/or Federal laws, rules and regulations as now constituted or as may hereafter be amended including, but not limited to, the CFA and the Advertising Regulations.

5.2 Defendants will not make any oral or written representations to Consumers about the Merchandise offered for Sale which differs from the actual terms of any written contract or agreement including, but not limited to, the Professional Services Agreement and/or the InterFACE Pages Membership Agreement. Nothing shall preclude Defendants from advising Consumers of promotional events or discounts which may differ from Defendants' standard pricing model.

5.3 Defendants will Clearly and Conspicuously disclose in the Professional Services Agreement and otherwise, what the Merchandise purchased consists of, namely photography.

5.4 Defendants will Clearly and Conspicuously disclose in the InterFACE Pages Membership Agreement and otherwise, what the Merchandise consists of, namely the creation of, the maintenance of and the posting of the digital composite card online.

5.5 Defendants will Clearly and Conspicuously disclose in the Professional Services Agreement and the InterFACE Pages Membership Agreement actual fees to be paid by the Consumer under each agreement.

5.6 Defendants will not require Consumers to execute written contracts or agreements including, but not limited to the Professional Services Agreement and the InterFACE Pages Membership Agreement, without providing them with sufficient and meaningful opportunity to read and understand the terms thereof, including all fees to be charged.

5.7 Defendants will provide Consumers with a full and accurate copy of any document, contract or agreement, including, but not limited to the Professional Services Agreement and the InterFACE Pages Membership Agreement, as required by N.J.S.A. 56:8-2.22.

5.8 Within fifteen (15) days of the Effective Date, Defendants will Clearly and Conspicuously post the InterFACEcancellation and refund policy on InterFACE's Website. In addition, InterFACE will provide a written brochure that will Clearly and Conspicuously disclose the InterFACE cancellation and refund policy to all consumers who completed an InterFACE Information form.

5.9 Within fifteen (15) days of the Effective Date, Defendants shall disclose the prices of the Professional Services Agreement and the InterFACE Pages Membership Agreement on

theInterFACE Website. In addition, the brochure referenced in the preceding Section 5.8 shall contain at least general information about such prices.

5.10 To the extent Defendants maintain they are prevented from distributing the brochure referenced in Sections 5.8 and 5.9 by a landlord or any other reason beyond Defendants' control, Defendants shall notify the Division and make reasonable efforts to obtain the necessary means and permission to distribute such brochures as set forth herein.

5.11 Defendants will affirmatively advise Consumers that, unless specific arrangements are made in advance to do so, no photographs will be taken at the time of the initial evaluation or meeting.

5.12 Within thirty (30) days of the Effective Date, Defendants shall implement a "Do NotCall" system which will enable Consumers to advise InterFACE that they do not wish to become a client. On or before the Effective Date, Defendants shall provide the Division with written notification of the means by which the "Do Not Call System" will be disclosed to Consumers.

5.13Defendants shall continue in their written contracts to provide Consumers with a rightto cancel the agreement(s) without charge within at least three days of the consumer's execution and receipt of the agreement.

5.14 As set forth herein, nothing in this Final Consent Order may be deemed an admission of wrongdoing by Defendants and all allegations of wrongful conduct are denied. In addition, the agreement by Defendants to engage in any practice, or to refrain from any practice as set forth in this Section 5 or otherwise, is not an admission that Defendants are or were acting improperly.

6. COMPLIANCE MONITOR

6.1 Within thirty (30) days of the Effective Date, Defendants shall hire an Independent Compliance Monitor ("Compliance Monitor") to perform the functions set forth below. The parties

envision that such person will be a retired judge or other similar person and that the Compliance Monitor will not be engaged on a full-time basis. Defendants shall bear the cost associated with the Compliance Monitor.

6.2 The Compliance Monitor shall be a person whose retention is approved in advance by the Division and who is familiar with the terms of the Consent Order. The Compliance Monitor shall be compensated by the Defendants and will serve in this capacity for a period of two (2) year(s) from the Effective Date. The Compliance Monitor shall not have any direct or indirect interest in, or relationship with, any Party to this Consent Order that would impede, or reasonably be perceived to impede, the Compliance Monitor's ability to perform the services under this Consent Order. Nor may the Compliance Monitor be employed by or affiliated with the Defendants, or any other entity owned or controlled by Defendants, for a period of at least one (1) year from the termination of the monitoring period.

6.3 The Compliance Monitor shall perform the following functions: (a) monitor Defendants' compliance with the terms of this Consent Order as well as with all applicable State and/or Federal laws, rules and regulations as now constituted or as may hereafter be amended including, but not limited to, the CFA and the Advertising Regulations; (b) monitor Defendants' compliance with their own internal policies and procedures; (c) evaluate the adequacy of Defendants' internal policies and procedures to ensure compliance with all applicable laws and to recommend any changes in those policies and procedures that the Compliance Monitor deems reasonably necessary to achieve such compliance; (d) mediate the resolution of Additional Consumer Complaints by the means set forth in Section 8; and (e) provide written quarterly reports to the Division of the Compliance Monitor's findings with respect to Defendants' compliance with the applicable laws, with Defendants' own policies and procedures and with this Consent Order, including an

identification of any compliance deficiencies and the Compliance Monitor's recommendations for curing such deficiencies, and with respect to the resolution of any Additional Consumer Complaints.

6.4 Within thirty (30) days of the Effective Date, Defendants shall send to the Division the full name, business address (street and mailing), telephone number, facsimile number and electronic mail address of the Compliance Monitor.

7. RESTITUTION

7.1 Attached as Exhibit A is a list prepared by the Division that identifies the Affected Consumers with the amount of Restitution owed to each Affected Consumer. The total amount of Restitution owed to the Affected Consumers is Ninety-Nine Thousand Five Hundred Ninety and 00/100 Dollars ($99,590.00).

7.2 Within fifteen(15) days of the Effective Date, Defendants shall provide Restitution to the Affected Consumers (the "Restitution Payment"). At Defendants' discretion, Defendants may elect to make the Restitution Payment by mailing a check in the amount owed to each Affected Consumer to the Affected Consumers' last known address.

7.3 Within fifteen (15) days of the Effective Date, Defendants shall provide notification to the Division that the required Restitution has been provided each Affected Consumer. Upon the Division's verification that such Restitution has been provided, which shall not be unreasonably withheld, each such Consumer complaint shall be deemed closed for purposes of this Consent Order.

8. FUTURE CONSUMER COMPLAINTS

8.1 For a period of one (1) year from the Effective Date, the Division shall forward to Defendants copies of any Additional Consumer complaints. The Division shall forward to Defendants such complaints within thirty (30) days of the Division's receipt thereof.

8.2 Within thirty (30) days of receiving an Additional Consumer complaint from the Division, Defendants will send a written response to the Consumer with a copy to the Division's Case Management Tracking Supervisor. If Defendants' written response disputes the Additional Consumer complaint or the relief sought by the Consumer, the response shall include copies of all documents related to Defendants' dispute of the complaint. If Defendants' written response does not dispute the Additional Consumer complaint or the relief sought by the Consumer, Defendants' response to the Consumer shall include all documents necessary or appropriate to satisfy the Consumer's requested relief including payment or credit with copies sent to the Division's Case Management Tracking Supervisor.

8.3 For a period of two (2) year(s) from the Effective Date, the Compliance Monitor shall prepare and submit to the Division's Case Management Tracking Supervisor, on a quarterly basis, a list of all Additional Consumer Complaints, the nature and the status of each Complaint and a description of any resolution. Defendants shall make a diligent and good faith effort to resolve these Complaints. The Compliance Monitor may be, at InterFACE's request, asked to serve as a mediator of such dispute.

9. SETTLEMENT PAYMENT

9.1 Defendants shall make a payment of Three Hundred Thousand Four Hundred Ten and 00/100 ($300,410) ("Settlement Payment"). This payment shall be in addition to the Restitution Payments set forth in Part 7 of this Agreement.

9.2 The Settlement Payment is comprised of (a) Fifty Thousand Dollars ($50,000) as civil penalties, pursuant to N.J.S.A. 56:8-13, (b) One Hundred Seventy Five Thousand Dollars ($175,000) as reimbursement of the Division's attorneys' fees, and (c) Seventy Thousand Four

Hundred Ten Dollars ($75,410) as reimbursement of the Division's investigative costs, pursuant to N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19.

9.3 Defendants shall make the Settlement Payment by bank check, attorney's trust check, or money order made payable to "New Jersey Division of Consumer Affairs" and forwarded to the undersigned:

New Jersey Division of Consumer Affairs
Office of Consumer Protection
P.O. Box 45025
Newark, New Jersey 07101
Attn: Case Management Tracking Unit

9.4 The Settlement Payment shall be made in two installments over a six (6) month period, with the first Settlement Payment of One Hundred Fifty Thousand Dollars Four Hundred Ten and 00/100 ($150,410) being due and owingone hundred twenty (120) days from the Effective Date. The Second Installment Payment of One Fifty Thousand Dollars and 00/100 ($150,000) will be due and owing one hundred eighty (180) days from the Effective Date.

9.5 Upon making the Restitution Payment and Settlement Payment, Defendants shall immediately be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Division pursuant to the terms herein.

10. ACCELERATION CLAUSE

10.1 In the event that Defendants fail to make the Restitution Payment or any installment of the Settlement Payment within the time provided in this Consent Order, Plaintiffs shall provide Defendants with written notice setting forth the details of the noncompliance. Defendants shall be afforded a fifteen (15) day period from receipt of such notice within which to cure any such

noncompliance. Failure by Defendants to cure any such noncompliance shall be considered an Event of Default.

10.2 It shall also be an Event of Default if any of the Defendants files or is involuntarily placed into a bankruptcy, foreclosure, assignment for the benefit of creditors, receivership, conservatorship, or any other insolvency or other proceeding in which the courts assume control of or supervision over any of the Defendants' assets.

10.3 If an Event of Default set forth in this Consent Order occurs, then the entire unpaid balance of the remaining $400,000.00 due under this Consent Order shall become immediately due and owing without any further notice, along with any attorneys' fees or other costs expended by Plaintiffs in enforcing their right to collect any amounts due and owing following an Event of Default under this Consent Order.

11. CONFESSION OF JUDGMENT

11.1 Upon execution of this Consent Order Defendants shall provide Plaintiffs with an executed Confession of Judgment in the amount of $400,000.00 that has been executed by all Defendants in the form annexed as Exhibit B. Plaintiffs' counsel shall hold the Confession of Judgment in escrow pending an Event of Default.

11.2 If an Event of Default occurs, Plaintiffs may make an application pursuant to the New Jersey Rules of Court to enter and enforce the Confession of Judgment, and to have judgment entered against the Defendants, in the entire amount of $400,000.00, plus Plaintiffs' attorneys' fees and costs, less any amounts paid by Defendants under this Consent Order.

12. SECURITY

12.1 Defendants shall secure the Restitution Payment as well as the Settlement Payment by executing a mortgage in favor of Plaintiffs, in a form acceptable to Plaintiffs,on Defendants'

commercial property located at 33 N. Water Street, Norwalk, CT 06854 (the "Norwalk Property") which has an appraised value of Two Million Nine Hundred Fifty Thousand Dollars ($2,950,000.00) as of June 28, 2010. Upon Defendants making the Restitution Payment, as well as the Settlement Payment, the mortgage shall be discharged and Plaintiffs shall take any and all action necessary to release the security interest provided therein. If an Event of Default occurs,Plaintiffs may exercise their rights under default to foreclose on the mortgage or otherwise enforce their rights under the mortgage.

12.2 Defendants shall provide Plaintiffs with an appraisal of the Norwalk Property within sixty (60) days of the Effective Date of this Consent Order. To the extent that appraisal reflects a value of the Norwalk Property that is less than ninety percent of $2,950,000.00, then Defendants shall provide Plaintiffs with additional security satisfactory to Plaintiffs in an amount necessary to bring the overall value of the security to$2,950,000.00.

12.3 Plaintiffs' mortgage on the Norwalk Property will not succeed in priority any existing mortgage on that property and will not succeed in priority any refinanced mortgage on that property up to $2,100,000.00.

13. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

13.9 This Consent Order is agreed to the by the Parties and entered into by the Division for settlement purposes only. Neither the fact of, nor any provision contained in, this Consent Order 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 acts or practices of the Defendants; and (b) an admission by Defendants that any of their acts or

practices described in or prohibited by this Consent Order are unfair or deceptive or violate the CFA and/or the Advertising Regulations. This Consent Order 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 Order; or (b) any action or proceeding involving a Released Claim (as defined in Section 14) to support a defense of resjudicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

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

13.11 The Parties Represent and warrant that their signatories to this Consent Order had authority to act for and bind the respective Parties.

14. RELEASE

14.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned upon Defendants making the payments in the manner specified in Sections 7 and 9, the Division hereby agrees to release Defendants from any and all civil claims or Consumer related administrative claims, to the extent permitted by State law, which the Division could have brought prior to the Effective Date against Defendants for violations of the CFA and the Advertising Regulations arising out of the Investigation as well as the matters specifically addressed in this Consent Order ("Released Claims").

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

15. MONITORING FOR COMPLIANCE

15.1 Defendants agree to a continued obligation to keep all of their current and future employees informed of the terms of this Consent Order.

16. PENALTIES FOR FAILURE TO COMPLY

16.1 The Attorney General (or designated representative) shall have the authority to enforce the required and prohibited business practices provisions of this Consent Order or to seek sanctions for violations hereof or both.

16.2 The Parties agree that any future violations of the provisions of the Consent Order, the CFA and/or the Advertising Regulations shall constitute a second and succeeding violation pursuant to N.J.S.A. 56:8-13 and that Defendants may be subjected to enhanced civil penalties, as provided therein, upon a Court's finding that Defendants have committed a violation of the provisions of this Consent Order, the CFA and/or the Advertising Regulations.

17. COMPLIANCE WITH ALL LAWS

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

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

(b) Limiting or expanding any right the Division may otherwise have to obtain information, documents or testimony from Defendants 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 Defendants may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Division to obtain such information, documents or testimony.

18. NOTICES UNDER THIS CONSENT ORDER

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

For the Division:

Jeffrey Koziar, Deputy Attorney General
Consumer Fraud Prosecution Section
State of New Jersey
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

For Respondents:

Lori Grifa, Esq.
Wolff & Samson PC
One Boland Drive
West Orange, New Jersey 07052

IT IS ON THE 13 DAY OF February, 2013 SO ORDERED, ADJUDGED AND DECREED.

HON. FRANK M. CIUFFANI, P.J. CH.

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR THE PLAINTIFFS:

JOHN J. HOFFMAN, as Acting
ATTORNEY GENERAL OF NEW JERSEY

By: _____ Dated: 2/12, 2013
Jeffrey Koziar
Deputy Attorney General
Consumer Fraud Prosecution Section

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

FOR DEFENDANTS:

By: _____ Dated: 2/11, 2013
Lori Grifa, Esq.
Wolff & Samson PC
One Boland Drive
West Orange, New Jersey 07052
(973) 530-2098

INTERFACE 1, LLC, INTERFACE PAGES, INDUSTRY MODEL AND TALENT STUDIOS, LLC

By: _____ Dated: 2/11, 2013
Roman Vintfeld

ROMAN VINTFELD

By: _____ Dated: 2/4, 2013
Roman Vintfeld

EXHIBIT A

Interface
Restitution List

Complainant Name	Model Name	Amount
		$ 575.00
		1,400.00
		1,100.00
		1,750.00
		850.00
		1,025.00
		575.00
		1,395.00
		425.00
		1,175.00
		1,400.00
		4,050.00
		700.00
		1,150.00
		850.00
		595.00
		1,150.00
		200.00
		700.00
		475.00
		1,000.00
		1,150.00
		495.00
		2,475.00
		700.00
		800.00
		550.00
		595.00
		1,250.00
		100.00
		700.00
		875.00
		50.00
		1,150.00
		900.00
		425.00
		1,025.00
		2,000.00
		1,000.00
		1,150.00
		425.00
		850.00
		3,000.00
		850.00
		1,400.00
		1,350.00
		950.00
		700.00
		1,520.00
		3,150.00
		700.00
		475.00
		800.00
		495.00
		395.00

550.00
225.00
2,000.00
550.00
775.00
100.00
950.00
1,750.00
850.00
1,000.00
875.00
2,000.00
400.00
700.00
100.00
100.00
850.00
1,000.00
550.00
1,025.00
850.00
850.00
850.00
300.00
1,750.00
1,150.00
1,025.00
200.00
1,700.00
1,000.00
875.00
575.00
575.00
725.00
1,000.00
1,300.00
725.00
100.00
850.00
300.00
3,090.00
850.00
535.00
1,750.00
500.00
850.00
800.00
1,175.00

EXHIBIT B

WOLFF & SAMSON PC
One Boland Drive
West Orange, New Jersey 07052
(973) 325-1500
Attorneys for Defendants

JOHN J. HOFFMAN, as Acting Attorney General of the State of New Jersey, and ERIC T. KANEFSKY, Acting Director of the New Jersey Division of Consumer Affairs, Plaintiffs, v. INDUSTRY MODEL AND TALENT STUDIOS, LLC, INTERFACE 1, LLC, ROMAN VINTFELD, JOHN AND JANE DOES 1-10 AND XYZ CORPORATIONS 1-10, Defendants.	SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION MIDDLESEX COUNTY DOCKET NO.: C-148-11 Civil Action **JUDGMENT BY CONFESSION**

Upon reading and filing the annexed Affidavit of Confession of Judgment by Roman Vintfeld, individually and as owner of Interface 1, LLC, and Industry Model and Talent Studios, and on behalf of each defendant herein, sworn to on the __ day of February, 2013, and

WHEREAS, the Defendants having defaulted on the payment terms of the Final Consent Order dated February ___, 2013, it is

ORDERED, ADJUDGED AND DECREED, that the Plaintiffs, John J. Hoffman as Acting Attorney General of the State of New Jersey and Eric T. Kanefsky, Acting Director of the New Jersey Division of Consumer Affairs, located at 124 Halsey Street, 5th Floor, P.O. Box 45029, Newark, New Jersey, recover of the defendants Roman Vintfeld, Interface 1, LLC, and Industry Model and Talent Studios, which each last maintained its primary place of business at 15 Kennedy Boulevard, East Brunswick, New Jersey, jointly and severally as to all defendants, the aggregate sum of Four Hundred Thousand Dollars and 00/100 ($400.000.00).

Judgment entered the ____ day of _____, 2013.

_____
Clerk

WOLFF & SAMSON PC
One Boland Drive
West Orange, New Jersey 07052
(973) 325-1500
Attorneys for Defendants

JOHN J. HOFFMAN, as Acting Attorney General of the State of New Jersey, and ERIC T. KANEFSKY, Acting Director of the New Jersey Division of Consumer Affairs, Plaintiffs, v. INDUSTRY MODEL AND TALENT STUDIOS, LLC, INTERFACE 1, LLC, ROMAN VINTFELD, JOHN AND JANE DOES 1-10 AND XYZ CORPORATIONS 1-10, Defendants.	SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION MIDDLESEXCOUNTY DOCKET NO.: C-148-11 Civil Action **AFFIDAVIT FOR CONFESSION OF JUDGMENT**

STATE OF New Jersey)
) ss:
COUNTY OF Middlesex)

Roman Vintfeld, being duly sworn, deposes and says:

1. I am over the age of 18, and reside at 47 Cortland Trail, Mahwah, New Jersey.

2. I am the owner of Interface 1, LLC and Industry Model and Talent Studios, which each last maintained its primary place of business at 15 Kennedy Boulevard, East Brunswick, New Jersey.

3. I am authorized to execute this Affidavit for Judgment by Confession on behalf of each of the defendants herein.

4. Roman Vintfeld, individually, Interface 1, LLC and Industry Model and Talent Studios, hereby jointly and severally each confess judgment in this Court in favor of plaintiffs John J. Hoffman as Acting Attorney General of the State of New Jersey ("Acting Attorney General") and Eric T. Kanefsky, Acting Director of the New Jersey Division of Consumer

Affairs ("Director") (collectively, "Plaintiffs"), for the sum of $400,000.00 and hereby authorize Plaintiffs and any of its successors or assigns to enter judgment for that sum against Roman Vintfeld, individually, and Interface 1, LLC and Industry Model and Talent Studios, jointly and severally.

5. This judgment is for a default on the payment terms set forth in the Settlement Agreement in the instant matter, described below, and is justly due to Plaintiffs:

(a) On July 25, 2011, Plaintiffs commenced this Action upon the filing of the Complaint alleging violations by Defendants of, and seeking recovery under the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), and the Regulations Governing General Advertising Practices, N.J.A.C. 13:45A-9.1 et seq. ("Advertising Regulations");

(b) On August 26, 2011, Defendants filed an Answer Denying the allegations;

(c) The Parties resolved this Action to avoid the cost, expense, distraction, uncertainty, delay and inconvenience associated therewith and have reached an amicable agreement resolving the issues in controversy and concluding this Action without the need for further action and without Defendants having admitted to any violation of law or finding of fact, and for good cause shown.

6. I have reviewed this Affidavit with counsel prior to executing same.

7. This confession of judgment is not for the purpose of securing Plaintiffs against a contingent liability.

Dated: February __, 2013

ROMAN VINTFELD
Individually and on Behalf of
Corporate Defendants

Sworn and subscribed to before me this
11 day of February, 2013

NOTARY PUBLIC

Stephen T. Sullivan Jr.
Attorney - At - Law of the
State of New Jersey

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