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[REDACTED]

FILED

AUG 21 2015

STEPHEN C. HANBURY
PRESIDING JUDGE
CHANCERY SECTION

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, MORRIS COUNTY
DOCKET NO.: MRS-C-35-15

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.

RLMB, INC.; MICHAEL L. BLOOM,
individually and as owner, manager,
operator, representative and/or agent of
RLMB, INC.; JANE and JOHN DOES 1-10,
individually and as owners, officers,
directors, shareholders, founders, managers,
agents, servants, employees, representatives
and/or independent contractors of RLMB,
INC.; and XYZ CORPORATIONS 1-10,

Defendants.

Civil Action

**FINAL JUDGMENT
BY DEFAULT AND ORDER**

THIS MATTER was opened to the Court on the application of 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”), (by Erin M. Greene, Deputy Attorney General, appearing), by way of a Complaint filed on March 17, 2015, alleging that RLMB, Inc. (“RLMB”) and Michael L. Bloom (“Bloom”) (collectively, “Defendants”) have, directly or through others, engaged in conduct in violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”), the Regulations Governing Motor Vehicle Advertising Practices, N.J.A.C. 13:45A-1.1 et seq. (“Motor Vehicle Advertising Regulations”), the Regulations Governing Automotive Sales Practices, N.J.A.C. 13:45A-26B.1 et seq. (“Automotive Sales Regulations”), the Used Car Lemon Law, N.J.S.A. 56:8-67 et seq. (“UCLL”), and the Used Car Lemon Law Regulations, N.J.A.C. 13:45A-26F.6(a)-(b)(1) (“UCLL Regulations”). RLMB and Bloom failed to file Answers to the Complaint.

On May 21, 2015, the Court entered default against RLMB and Bloom, pursuant to R. 4:43-1. Defendants have not moved to vacate the defaults entered against them.

THIS COURT NOW FINDS THAT:

A. The Court has jurisdiction over the subject matter of this action and over the named Defendants.

Based upon the evidence submitted by Plaintiffs, including the Certification of Kelly Fennell with accompanying exhibits, and the Certification of Erin M. Greene with accompanying exhibits, the Defendants have engaged in conduct which comprises six hundred forty (640) violations of the CFA, the Motor Vehicle Advertising Regulations, the Automotive Sales Regulations, the UCLL, and the UCLL Regulations, with the following breakdown: (a) Unconscionable Commercial Practices (N.J.S.A. 56:8-2) – two hundred six (206) violations; (b) Misrepresentations and/or Knowing Omissions of Material Fact (N.J.S.A. 56:8-2) – two hundred thirty (230)

violations; (c) Motor Vehicle Advertising Regulations (N.J.A.C. 13:45A-1.1 et seq.) – one hundred thirty (130) violations; (d) Automotive Sales Regulations (N.J.A.C. 13:45A-26B.1 et seq.) – fifty eight (58) violations (e) UCLL (N.J.S.A. 56:8-67 et seq.) – three (3) violations; and (f) UCLL Regulations (N.J.A.C. 13:45A-26F.6(a)-(b)(1) et seq.) – one (1) violation.

THEREFORE, IT IS on this 21st day of August, 2015

ORDERED AND ADJUDGED as follows:

1. The acts of Defendants constitute unconscionable commercial practices, and/or misrepresentations in violation of the CFA, N.J.S.A. 56:8-1 et seq., as well as unlawful practices in violation of the Motor Vehicle Advertising Regulations, N.J.A.C. 13:45A-26A.1 et seq., the Automotive Sales Regulations, N.J.A.C. 13:45A-26B.1 et seq., the UCLL, N.J.S.A. 56:8-80, and the UCLL Regulations, N.J.A.C. 13:45A-26F.6.

2. Defendants and their owners, officers, directors, shareholders, founders, members, managers, agents, servants, employees, representatives, independent contractors and all other persons or entities directly under their control, are permanently enjoined from engaging in, continuing to engage in, or doing any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., the Motor Vehicle Advertising Regulations, N.J.A.C. 13:45A-26A.1 et seq., the Automotive Sales Regulations, N.J.A.C. 13:45A-26B.1 et seq., the UCLL, N.J.S.A. 56:8-80, and the UCLL Regulations, N.J.A.C. 13:45A-26F.6.

3. Pursuant to the CFA, N.J.S.A. 56:8-8, Defendants, jointly and severally, shall pay to Plaintiffs consumer restitution in the amount of \$22,445.00. The funds paid by Defendants pursuant to this section of the Final Judgment by Default and Order (“Judgment and Order”) shall be used for equitable relief including, but not limited to, consumer redress and any

attendant expenses for the administration of any redress fund. If Plaintiffs determine, in their sole discretion, that redress to consumers is wholly or partially impracticable, any funds not so used shall be retained by the New Jersey Division of Consumer Affairs ("Division") in lieu of redress. Defendants shall have no right to contest the manner of distribution chosen by Plaintiffs. Plaintiffs in their sole discretion may use a designated agent to administer consumer redress.

4. Pursuant to the CFA, N.J.S.A. 56:8-13, Defendants, jointly and severally, shall pay to the Division civil penalties in the total amount of \$640,000.00.

5. Pursuant to the CFA, N.J.S.A. 56:8-19, Defendants, jointly and severally, shall reimburse Plaintiffs for all attorneys' fees incurred in the prosecution of this action, in the total amount of \$ 18,512.00.

6. Pursuant to the CFA, N.J.S.A. 56:8-11, Defendants, jointly and severally, shall reimburse Plaintiffs for their investigative costs, in the total amount of \$ 12,688.91

7. Defendant shall pay the aggregate amount of \$ 693,645.91 [Ⓟ] within thirty (30) days of the date of this Final Judgment by Default and Order.

8. Nothing contained in this Judgment and Order, including the Court's determinations herein, shall bind or affect the rights of any persons not a party hereto, or preclude actions against any unnamed parties.

9. Nothing contained in this Judgment and Order shall bind or affect any position which any party may take in future or unrelated actions.

10. This Judgment and Order may be enforced only by Plaintiffs or Defendants or their successors hereto.

Ⓟ Total of Ps 3, 4, 5 and 6.

11. This Court retains jurisdiction for the purpose of enabling Plaintiffs or Defendants to apply to this Court for any such further orders and directions as may be necessary and appropriate for the enforcement of, or compliance with, this Judgment and Order.


HON. STEPHAN C. HANSBURY, P.J.CH.

In accordance with the required statement of R. 1:6-2(a), this motion was _____ opposed
 unopposed.

The court rates motion was adjourned
from 8/7 to 8/21/15' at defendant's request.
The court finds good cause and so
grants the relief sought

IT IS YOUR RESPONSIBILITY
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WITH THIS DOCUMENT