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**FILED**

APR 23 2009

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SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION, HUDSON COUNTY  
DOCKET NO. HUD-C- 51-09

ANNE MILGRAM, Attorney General of the State  
of New Jersey, and DAVID M. SZUCHMAN,  
Director of the New Jersey Division of Consumer  
Affairs,

Plaintiffs,

v.

PROPERTY SOLUTIONS OF N.J., INC.; PSRE  
HOLDING COMPANY, L.L.C.; LEON  
TOLEDO; EDWARD TOLEDO; RAYMOND  
VEGA; JANE and JOHN DOES 1-10,  
individually and as owners, officers, directors,  
shareholders, founders, managers, agents,  
servants, employees, representatives and/or  
independent contractors of PROPERTY  
SOLUTIONS OF N.J., INC. and/or PSRE  
HOLDING COMPANY, L.L.C.; and XYZ  
CORPORATIONS 1-10,

Defendants.

Civil Action

**COMPLAINT**

Plaintiffs Anne Milgram, Attorney General of the State of New Jersey ("Attorney General"),  
with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey, and David M. Szuchman,

Director of the New Jersey Division of Consumer Affairs (“Director”), with offices located at 124 Halsey Street, Seventh Floor, Newark, New Jersey, by way of Complaint state:

**PRELIMINARY STATEMENT**

1. Defendants Property Solutions of N.J., Inc. (“Property Solutions”) and PSRE Holding Company, L.L.C. (“PSRE”), through its employees, officers and/or members, Raymond Vega (“Vega”), Leon Toledo, and Edward Toledo, have engaged in a scheme to acquire real estate at exorbitant discounts by defrauding New Jersey residents on the verge of losing their homes to foreclosure with false promises of financial rescue and unconscionable sale-leaseback transactions.

2. Defendants’ deceptive and unconscionable conduct constitutes multiple violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”), and the regulations promulgated thereunder, N.J.A.C. 13:45A-1.1 et seq. (“CFA Regulations”). The Attorney General and Director (collectively, “Plaintiffs”) submit this Complaint seeking equitable relief, to prevent any more consumers from being victimized by Defendants’ deceptive practices, as well as penalties, restitution, investigative costs, and attorneys fees.

**JURISDICTION AND PARTIES**

3. The Attorney General is charged with the responsibility of enforcing the CFA and the CFA Regulations. The Director is charged with the responsibility of administering the CFA and the CFA Regulations on behalf of the Attorney General.

4. By this action, Plaintiffs seek injunctive and other relief for violations of the CFA and the CFA Regulations. Plaintiffs bring this action pursuant to their authority under the CFA, specifically N.J.S.A. 56:8-8, 56:8-11, 56:8-13 and 56:8-19. Venue is proper in Hudson County,

pursuant to R. 4:3-2, because it is a county in which Defendants have maintained their principal business address and have otherwise conducted business.

5. Defendant Property Solutions is a New Jersey Corporation established on February 18, 2005. Upon information and belief, at all relevant times, Property Solutions has maintained a business and mailing address of 3703 Kennedy Boulevard, Union City, New Jersey. Property Solutions's registered agent in the State is Edward Toledo, who maintains a mailing address of 3703 Kennedy Boulevard, Union City, New Jersey.

6. Defendant PSRE is a New Jersey Limited Liability Company established on May 11, 2006. Upon information and belief, at all relevant times PSRE has maintained a business and mailing address of 3703 Kennedy Boulevard, Union City, New Jersey. PSRE's registered agent in the State is Mitchell C. Beinhaker, who maintains a mailing address of 3703 Kennedy Boulevard, Union City, New Jersey.

7. Defendant Vega is the Treasurer of Property Solutions and Member of PSRE. Upon information and belief, at all relevant times Vega has maintained a business and mailing address of 3703 Kennedy Boulevard, Union City, New Jersey.

8. Defendant Leon Toledo is the Vice President of Property Solutions. Upon information and belief, at all relevant times Leon Toledo has maintained a business and mailing address of 3703 Kennedy Boulevard, Union City, New Jersey.

9. Defendant Edward Toledo is a President of Property Solutions and Member of PSRE. Upon information and belief, at all relevant times Edward Toledo has maintained a business and mailing address of 3703 Kennedy Boulevard, Union City, New Jersey.

10. Upon information and belief, John and Jane Does 1 through 10 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors of Property Solutions and/or PSRE who have been involved in the conduct that gives rise to this Complaint, but are heretofore unknown to the Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

11. Upon information and belief, XYZ Corporations 1 through 10 are fictitious corporations meant to represent any additional corporations that have been involved in the conduct that gives rise to this Complaint, but are heretofore unknown to the Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

12. Property Solutions, PSRE, Leon Toledo, Edward Toledo, and Vega are collectively referred to as "Defendants."

**GENERAL ALLEGATIONS COMMON TO ALL COUNTS**

13. Since at least 2005, Defendants have engaged in the advertisement and sale of foreclosure rescue services, sale-leaseback services, and financial advisory services to consumers in this State and elsewhere.

**Defendants' Deceptive Scheme**

14. As described more fully below, Defendants typically contacted homeowners in foreclosure either shortly before or shortly after their homes were auctioned at sheriff's sale.

15. Defendants promised to save their targets' homes by paying-off the balance of the delinquent mortgage either before the sheriff's sale or within the redemption period following the

sale. In exchange, Defendants had the homeowners enter into sale-leaseback transactions with an opportunity to repurchase their homes.

16. In selling their services, Defendants misrepresented their work experience and their ability to secure financing for these financially distressed homeowners. Defendants would then disavow such services in the terms of their sale-leaseback contracts with these unsophisticated homeowners. In some instances, Defendants actively discouraged their victims from seeking financing on their own for the repurchase of their homes.

17. In these sale-leaseback transactions, Defendants bypassed the typical sheriff's sale process and acquired property for the pay-off amount of the foreclosed mortgage. In most cases, this acquisition price was significantly lower than the winning bid at the sheriff's sale.

18. Defendants' sale-leaseback transactions allowed the unsophisticated homeowners to repurchase their property, but on grossly unfavorable terms. Typically, the contracts required repurchase within 90 days at a price significantly higher than the amount Defendants paid to purchase the property.

19. While the former homeowners were able to stay in their homes, Defendants' sale-leaseback contracts required monthly payments that were often in excess of the payments the homeowners could not afford prior to their foreclosure.

20. Defendants' sale-leaseback transactions required Defendants to make cash payments to the former homeowners if they could not repurchase their property and had to vacate their homes. More often than not, Defendants breached their obligation to make such payments.

21. The following examples provide more specific examples of Defendants' misrepresentations, deceptions and unconscionable business practices. Upon information and belief,

the unlawful activities of Defendants are ongoing and Plaintiffs reserve the right to amend this Complaint to include other consumers who are injured as a result of Defendants' unlawful practices. As such, the following allegations are pled as illustrations of Defendants' unlawful business practices and are not meant to be exhaustive.

James Lukashuk- 14 Village Way, J4, Vernon, New Jersey

22. James Lukashuk is 46 years old with a high school education from Ridgefield High School in Ridgefield, New Jersey. In 2006, the bank foreclosed on the mortgage for Mr. Lukashuk's condo. A sheriff's sale was scheduled for June 5, 2006. At auction, the winning bid for Mr. Lukashuk's condo was \$100,000. The amount outstanding on his mortgage totaled approximately \$66,000.

23. On the day of the sheriff's sale, a representative of Defendants contacted Mr. Lukashuk about saving his condo. Within the redemption period, Mr. Lukashuk met with Defendants Vega and Edward Toledo. Defendants Vega and Edward Toledo stated they could save Mr. Lukashuk's condo. Mr. Lukashuk was provided with a packet of client testimonials and a biography sheet detailing their experience in the mortgage and real estate industry. Defendant Vega represented, through the information materials, that he was a former "Vice President at Deutsche Bank." Defendant Vega has never worked for Deutsche Bank.

24. Despite knowing that Mr. Lukashuk had just gone through foreclosure, Defendants Vega and Edward Toledo represented that, given their experience and contacts with several mortgage companies, it would be "no sweat" finding Mr. Lukashuk a new mortgage within 90 days. When Mr. Lukashuk mentioned that he had conducted his own research on mortgage lending websites, such as Lending Tree, he was discouraged from seeking financing on his own.

25. Defendants also told Mr. Lukashuk that their services would improve his credit rating. It did not.

26. On June 16, 2006, the final day to redeem his property, Defendants Vega and Edward Toledo met again with Mr. Lukashuk. They told Mr. Lukashuk that they could save his condo by paying-off the amount owed on the property, approximately \$66,000. In exchange, Mr. Lukashuk was told that he would have the opportunity to repurchase within 90 days for \$125,000.

27. The sale-leaseback contracts included a provision that PSRE would pay Mr. Lukashuk \$5,500 if he was unable to repurchase his condo within 90 days. However, Defendants Vega and Edward Toledo led Lukashuk to believe that if a seller purchased the condo at any time, he would receive the difference between his repurchase price and the selling price.

28. Defendants Vega and Edward Toledo represented to Mr. Lukashuk, that he could stay in his condo until a buyer was secured. Nevertheless, Defendants' transaction included a Use and Occupancy Agreement for a three month term. This agreement required a rent payment of \$839 per month. At the time of foreclosure, the monthly mortgage payments that Lukashuk was unable to pay was approximately \$700 per month.

29. Mr. Lukashuk signed the sale-leaseback documents with PSRE based on Defendant Vega and Edward Toledo's representations.

30. Mr. Lukashuk kept current with his monthly payments. Nevertheless, on December 19, 2006, PSRE served Mr. Lukashuk with an eviction notice.

31. PSRE sold Mr. Lukashuk's condo in April 2007, for approximately \$137,500 to a buyer found by Mr. Lukashuk. Despite being the one to find the buyer, Mr. Lukashuk did not receive

any money from Defendants as a result of the sale. Nor did Defendants pay Mr. Lukashuk the \$5,500 for vacating the premises.

Brenda Alford and Jerome Norris- 241 17<sup>th</sup> Avenue, Paterson, New Jersey

32. Brenda Alford is 43 years old and has a high school diploma from East Side High School in Patterson, New Jersey. Jerome Norris is Ms. Alford's brother and holds a G.E.D. that he received in 2001.

33. On or about June 7, 2005, representatives of Defendants visited the Alford home, informing Ms. Alford that her house was about to be sold at sheriff's sale and that she had only a short time to act. Ms. Alford agreed to speak with Defendants and, later on that day, she met with Defendants Vega and Edward Toledo. At this meeting, Ms. Alford raised the possibility of filing for bankruptcy. Defendants Vega and Edward Toledo told Ms. Alford that she should not file for bankruptcy and that they could save her home and her credit. Defendants further represented that their services would "wipe [Ms. Alford's] credit clean." It did not.

34. On July 12, 2005, Defendants Vega and Edward Toledo again visited the Alford home. They assured Ms. Alford that her family could stay in the house while Defendants searched for financing. Defendants Vega and Edward Toledo said that they would save her home by paying-off the amount owing on the property, \$96,000. Ms. Alford and Mr. Norris were told that they would need to sign over title of their house, with the opportunity to repurchase within 90 days for \$159,900.

35. The sale-leaseback contracts included a provision that Ms. Alford and Mr. Norris would be paid \$30,000 if they were unable to repurchase their house within 90 days. Prior to executing the agreement, however, Defendants Vega and Edward Toledo represented that they would secure financing for the Alford Home.

36. The sale-leaseback transaction also included a Use and Occupancy Agreement, with a three month term, which required a monthly payment of \$1,388. This was slightly higher than the monthly mortgage payments that Ms. Alford and Mr. Norris were unable to pay before their home went into foreclosure.

37. After executing the sale-leaseback transaction with Property Solutions, Defendants Vega and Edward Toledo repeatedly represented that they were searching for financing and that the Alford family would be able to stay in their home.

38. Defendants never secured financing for Ms. Alford or Mr. Norris.

39. On December 21, 2005, despite the Alford family remaining current on their rent, Property Solutions filed a Complaint for Ejectment against them. Eventually, the Alford family left their home. Defendants never paid Ms. Alford or Mr. Norris any money for vacating the premises.

40. In September 2007, Defendants sold the Alford Home for \$384,750.

Conchita and Benito Vargas- 214 Water Street, Perth Amboy, New Jersey

41. Conchita Vargas is 47 years old and holds a high school degree that she obtained in Germany. Her husband, Benito Vargas, is 52 years old and holds a high school degree from Perth Amboy High School in Perth Amboy, New Jersey. The couple has one daughter who is now 29 years old.

42. In 2006, Mr. and Mrs. Vargas' lenders foreclosed on their mortgage. At that point, the outstanding balance on the mortgage was approximately \$266,000. The winning bid at the sheriff's sale was \$290,000.

43. In mid-March 2006, representatives of Defendants went to Mr. and Mrs. Vargas' home. The representatives stated that they could save the Vargas' home for a premium of between

\$20,000 and \$35,000. Mr. Vargas told Defendants' representatives they would think about it while they tried to figure out their alternatives.

44. On April 28, 2006, a few days before the end of the redemption period, Defendants contacted the Vargases again and at around 7:00 p.m., Defendants sent a car to pick up Mr. and Mrs. Vargas from their home and drove them to Defendants' office in Union City, New Jersey. The meeting lasted approximately two hours.

45. At the meeting, Defendants Vega and Edward Toledo represented that they would save the Vargas home and pay-off their existing debt, in exchange for title to the house. These Defendants further promised Mr. and Mrs. Vargas that they would help them find financing to repurchase their home. Defendants Vega and Edward Toledo represented that Mr. and Mrs. Vargas would be able to refinance their house under their daughter's name. At the time their daughter was only 24 years old. The Defendants further represented that financing would not be a problem since they had a banker who had access to a network of financing.

46. Based on Defendant Vega and Edward Toledo's representations, on the final day to redeem their house, May 1, 2006, Mr. and Mrs. Vargas signed the sale-leaseback contracts with PSRE. The contracts provided that PSRE would redeem the sheriff's sale certificate for approximately \$267,000, in exchange for title to the house. Mr and Mrs. Vargas could then repurchase their home within 90 days for \$375,000.

47. The sale-leaseback contracts also provided that Mr. and Mrs. Vargas would be paid \$7,500 if they were unable to repurchase their house and vacated the property. The Use and Occupancy Agreement further required Mr. and Mrs. Vargas to pay \$1,537 per month in rent for three months.

48. Mr. and Mrs. Vargas's remained current on their rent and stayed in their house until about August 15, 2006, when they moved out because they could not afford the high rental payments.

49. Defendants did not find financing for the Vargases.

50. Mr. and Mrs. Vargas have received approximately \$7,000 for vacating the premises. Defendants have since demanded return of this payment.

Mary Price - 534 Avenue C, Bayonne, New Jersey

51. Mary Price is an 84 years old woman with a tenth grade education from Bayonne High School in Bayonne, New Jersey. Her sole income stream, in 2005 and currently, is through social security and her eight hours per week job cleaning her local church rectory.

52. In 2005, Ms. Price's mortgage went into foreclosure. At the time she owed approximately \$143,000 on her mortgage. Ms. Price received notice that her house was scheduled for sheriff's sale on October 27, 2005. The winning bid at the sheriff's sale was \$350,000.

53. A few days before the sheriff's sale, Property Solutions contacted Ms. Price indicating that they could save her house from foreclosure. That evening, Ms. Price's son, Frank Price contacted Property Solutions.

54. Within the redemption period, representatives of Defendants visited the Price home several times to inspect the house and sell their services. At the first meeting, in Ms. Price's house, Defendants Vega, Edward Toledo, and Leon Toledo introduced themselves as the "Banker," the "Businessman," and the "Construction man." These Defendants discussed their purported qualifications in the home foreclosure business and Defendant Vega provided a business card, representing that he was a "Senior Loan Officer" with Jersey Mortgage Company. Defendant Vega

represented that he was capable of securing financing for Ms. Price's home. At that time, however, Defendant Vega was no longer employed with Jersey Mortgage Company.

55. At this first meeting, Ms. Price was told that Defendants' mission was to save people's homes. Defendants then inspected the Price house, walking through each room, suggesting possible renovations that could be made to increase the value of the house.

56. Thereafter, within a few days, Defendants Vega, Leon Toledo, and Edward Toledo visited the Price home on several occasions. These Defendants asked Ms. Price if she knew of any family members capable of co-signing for the refinancing for her mortgage. Specifically, Ms. Price was asked if her two sons, daughter, and/or grand daughter could co-sign. Ms. Price stated that none of her family members were capable of obtaining credit to refinance the Price home. Nevertheless, Defendants conducted a credit search, without authorization, of Ms. Price's granddaughter and son. The search verified that Ms. Price's granddaughter had no credit history and that her son and recently been in bankruptcy.

57. Defendants Vega and Edward Toledo represented that their proposed transaction was a type of loan. These Defendants represented that, in exchange for paying-off the debt owed on the house, Ms. Price would have to sign over the deed to her house; the deed would then be kept as "collateral" while they found her a loan to pay-off Defendants.

58. In fact, the contractual terms were materially different from the representations made to Ms. Price. Defendant Vega read the contractual terms to Ms. Price quickly but Ms. Price did not read nor was she given the opportunity to read the contracts.

59. The contracts required Ms. Price to sign over title of her house to Property Solutions. Defendant Property Solutions agreed to redeem the sheriff's sale certificate for \$165,000. Ms. Price

could then repurchase her home within 90 days for \$255,000. The deal also included a Use and Occupancy agreement with Property Solutions, which called for a rental payment of \$1,850 per month, an amount higher than the monthly mortgage payments she could not afford immediately prior to her foreclosure action.

60. While the term of the Use and Occupancy agreement was three months, Defendants Vega and Edward Toledo represented to Ms. Price that she could stay in her house until they secured financing for her.

61. On November 3, 2005, Ms. Price executed the sale-leaseback documents.

62. At the end of the rental period, Defendants sent Ms. Price an eviction notice.

### COUNT I

#### **VIOLATION OF THE CFA BY DEFENDANTS (UNCONSCIONABLE COMMERCIAL PRACTICES AND DECEPTION)**

63. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 62 above as if more fully set forth herein.

64. The CFA, N.J.S.A. 56:8-2, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing [ ] concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise....

65. The CFA defines “merchandise” as including “any objects, wares, goods, commodities, *services* or anything offered, directly or indirectly to the public for sale (*emphasis added*).” N.J.S.A. 56:8-1(c).

66. The CFA defines "person" as including "any natural person or his legal representative, partnership, corporation, company, trust, business entity or association, and any agent, employee, salesman, partner, officer, director, member, stockholder, associate, trustee or cestius que trustent thereof." N.J.S.A. 56:8-1(c).

67. Defendants are "persons" as defined by the CFA and the services they have advertised and sold constitute "merchandise" as defined by the CFA.

68. In their advertisement and sale of their services, Defendants have engaged in unconscionable commercial practices and deceptions, including, but not limited to, the following:

- a. Leading unsophisticated consumers to believe that Defendants' sale-leaseback transactions were foreclosure rescue services when they served no such purpose and, in fact, served only to allow Defendants to acquire real estate at significant discounts which stripped homeowners of equity they had in their property;
- b. Representing that Defendants' services could help save consumers' homes through sale-leaseback transactions with an option to repurchase and then structuring the transactions in a way that made it practically impossible for a consumer to repurchase their home; and
- c. Promising to make cash payments to consumers who were unable to repurchase their properties and then repeatedly failing to abide by that promise.

69. Defendants' conduct constitutes multiple violations of the CFA, N.J.S.A. 56:8-2.

## COUNT II

### **VIOLATION OF THE CFA BY DEFENDANTS (FALSE PROMISES AND MISREPRESENTATIONS)**

70. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 69 above as if more fully set forth herein.

71. In the operation of their business, Defendants have made false promises, misrepresentations and/or knowing omissions of material fact, including, but not limited to:

- a. Misrepresenting to consumers the extent of assistance and/or services that Defendants would provide;
  - b. Misrepresenting to consumers the job titles, awards received, descriptions and duties of Defendants;
  - c. Misrepresenting to consumers, Defendants' prior employment history;
  - d. Misrepresenting to unsophisticated consumers the terms of the written sale-leaseback contracts;
  - e. Falsely promising to save consumers' homes when Defendants were actually acting to acquire property at a significant discount; and
  - f. Falsely promising to secure finance for consumers to allow them to repurchase their homes.
72. Defendants' conduct constitutes multiple violations of the CFA, N.J.S.A. 56:8-2.

**PRAYER FOR RELIEF**

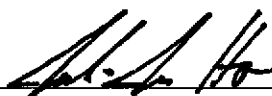
WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that the Court enter judgment against Defendants:

- (a) Finding that the acts and omissions of Defendants constitute multiple instances of unlawful practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., and the regulations promulgated thereunder;
- (b) Permanently enjoining Defendants and their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, independent contractors and all other persons or entities directly under their control, 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., and the regulations promulgated thereunder, including, but not limited to, the acts and practices alleged in this Complaint;
- (c) Permanently enjoining Defendants and their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, independent contractors and all other persons or entities directly under their control, from operating businesses which: (1) acquire real estate from consumers in foreclosure or under the threat of foreclosure; or (2) advertise or sell any service concerning foreclosure prevention, foreclosure mitigation, mortgage modification, debt

adjustment, credit counseling or any other similar type of service directed towards financially distressed consumers;

- (d) Directing the assessment of restitution amounts against Defendants, jointly and severally, to restore to any affected person, whether or not named in this Complaint, any money or real or personal property acquired by means of any alleged practice herein to be unlawful and found to be unlawful, as authorized by the CFA, N.J.S.A. 56:8-8;
- (e) Assessing the maximum statutory civil penalties against Defendants, jointly and severally, for each and every violation of the CFA, in accordance with N.J.S.A. 56:8-13;
- (f) Directing the assessment of costs and fees, including Plaintiffs' investigation costs and attorneys' fees against Defendants, jointly and severally, for the use of the State of New Jersey, as authorized by the CFA, N.J.S.A. 56: 8-11 and N.J.S.A. 56:8-19; and
- (g) Granting such other relief as the interests of justice may require.

ANNE MILGRAM  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By:   
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Jah-Juin Ho  
Deputy Attorney General

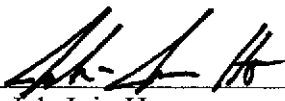
Dated: April 23, 2009  
Newark, New Jersey

**RULE 4:5-1 CERTIFICATION**

I certify, to the best of my information and belief, that the matter in controversy in this action involving the aforementioned violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., is not the subject of any other action pending in any other court of this State. I am aware that private contract and other actions have been brought against the Defendants, but have no direct information that any such actions involve consumer fraud allegations. I further certify that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party who should be joined in this action at this time.

ANNE MILGRAM  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: \_\_\_\_\_

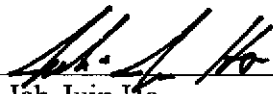
  
Jah-Juin Ho  
Deputy Attorney General

Dated: April 23, 2009  
Newark, New Jersey

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, Deputy Attorney General Jah-Juin Ho is hereby designated as trial counsel on behalf of Plaintiffs in this action.

ANNE MILGRAM  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By:   
\_\_\_\_\_  
Jah-Juin Ho  
Deputy Attorney General

Dated: April 23, 2009  
Newark, New Jersey