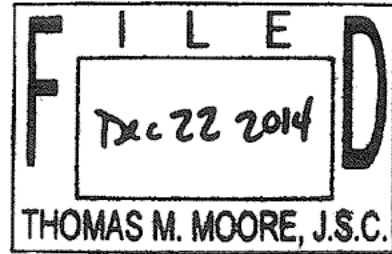


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SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
ESSEX COUNTY  
DOCKET NO.: ESX-C-289-12

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.

WILLIAM S. LOIRY, d/b/a UNITED STATES  
LEADERSHIP FORUM, d/b/a US LEADERSHIP  
FORUM, d/b/a NY/NJ RESTORATION  
LEADERSHIP and d/b/a ULTIMATE EVENTS,  
LLC; JANE AND JOHN DOES 1-20, individually  
and as owners, officers, directors, shareholders,  
founders, managers, agents, servants, employees,  
representatives and/or independent contractors of  
WILLIAM S. LOIRY, d/b/a UNITED STATES  
LEADERSHIP FORUM, d/b/a US LEADERSHIP  
FORUM, d/b/a NY/NJ RESTORATION  
LEADERSHIP and d/b/a ULTIMATE EVENTS,  
LLC; and XYZ CORPORATIONS 1-20,

Defendants.

Civil Action

**FINAL JUDGMENT AND ORDER**

**WHEREAS** the Attorney General of the State of New Jersey (“Attorney General”) is charged with the responsibility of enforcing the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”), and the regulations promulgated thereunder, including the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 et seq. (“Advertising Regulations”), and the Director of the New Jersey Division of Consumer Affairs (“Director”) is charged with the responsibility of administering the CFA on behalf of the Attorney General;

**WHEREAS** this matter was opened to the Chancery Division on December 7, 2012, upon the filing of a Verified Complaint on behalf of the Attorney General and Director (collectively, “Plaintiffs”)<sup>1</sup> alleging that defendant William S. Loiry, d/b/a United States Leadership Forum, d/b/a US Leadership Forum, d/b/a NY/NJ Restoration Leadership and d/b/a Ultimate Events, LLC (“Defendant Loiry”) engaged in conduct in violation of the CFA and Advertising Regulations in his advertisement, offer for sale and/or sale of admission to a “Superstorm Sandy Reconstruction Summit,” scheduled to be held in Trenton, New Jersey on December 17, 2012 (“Reconstruction Summit”);

**WHEREAS** Plaintiffs, pursuant to R. 4:46-2, have moved for summary judgment against Defendant Loiry that includes a finding that his acts constitute multiple violations of the CFA and Advertising Regulations, consumer restitution, an award of civil penalties and reimbursement of attorneys’ fees and investigative costs;

**WHEREAS** the Court having considered the pleadings filed in this action, as well as the papers submitted in support of this motion, specifically the Statement of Material Facts Pursuant

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<sup>1</sup> This action was commenced on behalf of Jeffrey S. Chiesa, former Attorney General, and Eric T. Kanefsky, former Director. Pursuant to R. 4:34-4, the caption has been changed to reflect the current Acting Attorney General and Acting Director.

to R. 4:46-2(a), Brief, Certification of Aziza Salikhov, with accompanying exhibits, and Certification of Glenn T. Graham, with accompanying exhibits;

**WHEREAS** the Court being of the opinion that there exists no genuine issue of material fact and that Plaintiffs are entitled to summary judgment as a matter of law:

**THEREFORE IT IS** on this 22, day of December 2014, **ORDERED**

**AND ADJUDGED** as follows:

1. Plaintiffs' motion for summary judgment is granted.
2. The acts of Defendant Loiry constitute multiple violations of the CFA and the Advertising Regulations.
3. Defendant Loiry has conducted business under assumed names that he has not registered in the State of New Jersey ("New Jersey" or "State") as a business entity or trade name, specifically United States Leadership Forum, US Leadership Forum, NY/NJ Restoration Leadership and Ultimate Events, LLC, in violation of the CFA, specifically N.J.S.A. 56:8-2.
4. Defendant Loiry has simulated a government entity in his advertisement, offer for sale, and/or sale of admission to the Reconstruction Summit in violation of the CFA, specifically N.J.S.A. 56:8-2.1.
5. Defendant Loiry has engaged in false promises and/or misrepresentations in his advertisement, offer for sale and/or sale of admission to the Reconstruction Summit in violation of the CFA, specifically N.J.S.A. 56:8-2, as follows:
  - a. Representing to consumers that top Federal, State and local government officials will attend the Reconstruction Summit, when such is not the case; and
  - b. Representing to consumers that they will receive the latest information from Federal, State and local government officials on the following topics, when such is not the case:

- i. Sandy relief operations, including emergency housing assistance;
- ii. Post-Sandy reconstruction programs and priorities;
- iii. Post-Sandy infrastructure reconstructure; and
- iv. Post-Sandy damage assessment

6. Defendant Loiry has made false or misleading representations of facts in his advertisement, offer for sale and/or sale of admission to the Reconstruction Summit in violation of the Advertising Regulations, specifically N.J.A.C. 13:45A-9.2(a)9, as follows:

- a. Use of the name "United States Leadership Forum" which is easily confused with being associated with the United States Government;
- b. Use of the name "NY/NJ Restoration Leadership" which is easily confused with being associated with the New Jersey and/or New York State Governments;
- c. Use of the ".us" suffix in the website address of the Leadership Forum Website which is easily confused with being associated with the United States Government;
- d. Inclusion of a picture of the United States Capitol Building on the front page of the Leadership Forum Website; and
- e. Inclusion of the Seal of the President of the United States on the Sandy Reconstruction Website.

7. Defendant Loiry is 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., and/or the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., including, but not limited to, the acts and practices alleged in the Verified Complaint.

8. Any and all agreements entered into between Defendant Loiry and consumers for the Reconstruction Summit are null and void.

9. Defendant Loiry shall arrange for the shut down of the Reconstruction Summit website, located at <http://www.sandyreconstruction.org> within five (5) days of the date of this Final Judgment and Order.

10. Defendant Loiry shall pay to the New Jersey Division of Consumer Affairs ("Division") consumer restitution in the amount of \$12,500.00, in accordance with N.J.S.A. 56:8-8.

11. Defendant Loiry shall pay to the Division civil penalties in the amount of \$10,000, in accordance with N.J.S.A. 56:8-13.

12. Defendant Loiry shall reimburse Plaintiffs' for attorneys' fees incurred in the investigation and prosecution of this action, in the amount of ~~\$56,888.50~~ <sup>22,500.00</sup>, for the use of the State of New Jersey, as authorized by N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19. \* See attached Schedule A

13. Defendant Loiry shall reimburse Plaintiffs for their investigative costs and fees incurred in the investigation and prosecution of this matter, in the amount of \$1,384.20, 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.

14. Defendant Loiry shall pay the aggregate amount of ~~\$60,772.70~~ <sup>\$46,384.20</sup>, within ten (10) days of the date of this Final Judgment and Order.

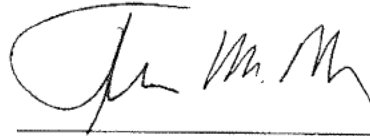
15. Nothing contained in this Final Judgment and Order, including the Court's determinations herein, shall bind or affect the rights of any persons not a party hereto, or preclude actions against any unnamed parties.

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

17. This Final Judgment and Order may be enforced only by Plaintiffs and Defendant Loiry or their successors hereto.

18. This Court retains jurisdiction for the purpose of enabling Plaintiffs or Defendant Loiry 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 Final Judgment and Order.

19. A copy of this Final Judgment and Order shall be served upon all counsel of record within seven (7) days of the date of this Order.



HON. THOMAS M. MOORE, J.S.C.

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