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FILED

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**MENELAOS W. TOSKOS
J.S.C.**

By: Patricia Schiripo (014441990)
Deputy Attorney General
Consumer Fraud Prosecution Section
[REDACTED]

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION,
BERGEN COUNTY
DOCKET NO.: BER-C-203-14

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.

MOVING MAX, INCORPORATED; ADAM ELIAD,
individually and as owner, officer, director, manager,
employee, representative and/or agent of MOVING MAX
INCORPORATED; OZIEL ELIAD individually and as
owner, officer, director, manager, employee, representative
and/or agent of MOVING MAX INCORPORATED, JANE
AND JOHN DOES 1-20, individually and as owners,
officers, directors, shareholders, founders, managers, agents,
servants, employees, representatives and/or independent
contractors of MOVING MAX; and XYZ
CORPORATIONS 1-20,

Defendants.

Civil Action

FINAL CONSENT
JUDGMENT AS TO OZIEL
ELIAD

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, and Steve C. Lee, Acting Director of the New Jersey Division of Consumer Affairs (collectively, "Plaintiffs"), and defendant Oziel Eliad ("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

Plaintiffs commenced this Action on July 15, 2014, by Order to Show Cause alleging that Defendant through his advertisement, sale and provision of Mover's Services, committed multiple violations of the Public Movers & Warehousemen Licensing Act, N.J.S.A. 45:14D-1 et seq. ("Public Movers Licensing Act"), the Regulations Governing Public Movers and Warehousemen, N.J.A.C. 13:44D-1 et seq. ("Public Movers Regulations") and the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"). Additionally, Plaintiffs alleged that the conduct of Adam Eliad and Oziel Eliad is in violation of a February 8, 2007 Final Consent Judgment that resolved a prior litigation by the Attorney General and the Director of the Division of Consumer Affairs against them and another public moving company that they owned, controlled, managed and operated. 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 matter titled 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 v. Moving Max, Incorporated, et al., Superior Court of New Jersey, Chancery

Division, Bergen County, Docket No. BER-C-203-14, and all pleadings and proceedings related thereto, including the Verified Complaint filed July 15, 2014.

4.2 “Advertisement” shall be defined: (1) for purpose of the CFA, in accordance with N.J.S.A. 56:8-1(a); and (2) for purposes of the Public Movers Regulations, in accordance with N.J.A.C. 13:44D-1.1. This definition applies to other forms of the word “Advertisement” including, without limitation, “Advertising.”

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.

4.7 “Consumer” shall be defined in accordance with N.J.A.C. 13:44D-1.1.

4.8 “Division” or “Division of Consumer Affairs” shall refer to the New Jersey Division of Consumer Affairs.

4.11 “Mover’s Services” shall be defined in accordance with N.J.S.A. 45:14D-2(I).

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

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

4.15 “Person[s]” shall be defined: (1) for purposes of the CFA in accordance with N.J.S.A. 56:8-1(d); (2) for purposes of the Public Movers Licensing Act, N.J.S.A. 45:14D-2(I).

4.16 “Public Mover” shall be defined: (1) for purposes of the Public Movers Licensing Act, in accordance with N.J.S.A. 45:14D-2(p); and (2) for purposes of the Public Mover Regulations in accordance with N.J.A.C. 13:45D-1.1

4.17 “Public Movers Licensing Act” shall refer to the Public Movers and Warehousemen Licensing Act, N.J.S.A. 45:14D-1 et seq.

4.18 "Public Movers Regulations" shall refer to the Regulations Governing Public Movers and Warehousemen, N.J.A.C. 13:44D-1.1 et seq.

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

4.20 "Storage" shall be defined in accordance with N.J.S.A. 45:14D-2(r).

4.21 "Storage Services" shall be defined in accordance with N.J.S.A. 45:14D-2(j).

4.23 "Warehouseman" shall be defined in accordance with N.J.A.C. 13:44D-1.1

5. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

5.1 Defendant shall not engage in any unfair or deceptive acts or practices in the conduct of any business in the State and shall comply with such State and/or Federal laws, rules and regulations as now constituted or as may hereinafter be amended governing the Public Movers Licensing Act, the Public Movers Regulations and the CFA.

5.2 Defendant is enjoined from being employed by, owning and/or operating any business or other entity in the State that is engaged in the Advertisement, offering for Sale and/or Sale of Moving Services.

5.3 Defendant is enjoined from being employed by, owning and/or operating any business or other entity in the State that is engaged in the Advertisement, offering for Sale and/or Sale of Storage Services.

6. SETTLEMENT AMOUNT

6.1 The Parties have agreed to a settlement of this Action in the amount of Three Hundred Sixty Thousand Four Hundred Thirty-Nine and 27/100Dollars (\$360,439.27) ("Settlement Amount").

6.2 The Settlement Amount comprises Two Hundred Ninety-Five Thousand and 00/100 Dollars (\$295,000.00) in civil penalties, pursuant to N.J.S.A. 56:8-13 and N.J.S.A. 45:14D-16 and -21, Twelve Thousand Eight Hundred Sixteen and 72/100 Dollars (\$12,816.72) in Consumer restitution, pursuant to N.J.S.A. 56:8-8 and N.J.S.A. 45:14D-16 and -21 and Fifty-Two Thousand Six Hundred Twenty-Two and 55/100 (\$52,622.55) in reimbursement of Plaintiffs' investigative costs and attorneys' fees, pursuant to N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19 and N.J.S.A. 45:14D-16.

6.3 Within seven (7) days of signing this Consent Judgment, Defendant shall pay Twelve Thousand Eight Hundred Sixteen and 72/100 Dollars (\$12,816.72) in Consumer restitution ("Consumer Restitution Payment").

6.4 Plaintiffs agree to suspend the remainder of the Settlement Amount, Three Hundred Forty-Seven Six Hundred Twenty-Two and 55/100 Dollars (\$347,622.55) ("Suspended Amount"), subject to the conditions set forth in Section 6.5. Notwithstanding anything else to the contrary in this Consent Judgment, the Suspended Amount shall be reduced by any payments received from or on behalf of Adam Eliad and/or Moving Max Incorporated pursuant to a Final Consent Judgment entered by them with the Plaintiffs in this action and filed with the Court on December 11, 2014.

6.5 For a period of five (5) years from the Effective Date, the Suspended Amount shall be suspended and automatically vacated at the end of that period provided:

(a) Defendant complies in all respects with the provisions of Sections 5 and 6.3 of this Consent Judgment;

(b) Beginning on May 1, 2015 and continuing each year until May 1, 2019, Defendant shall provide the Plaintiffs with a copy of his complete personal federal

and state income tax returns (Form 1040) and all accompanying schedules and forms, provided the Defendant has an obligation to file any of such tax returns, as well as the Financial Disclosure Statement attached hereto as Exhibit A. If Defendant's total gross income is \$30,000 or more, he shall pay to the Division, in a lump sum, ten percent (10%) of the total gross income amount. Payment shall be made to the Division on or before May 15 of each year between 2015 and 2019. All of the information described above provided by the Defendant or obtained by the Plaintiffs shall be treated as confidential information and shall not be disclosed to anyone unless such disclosure is required in connection with the enforcement of this Consent Judgment or is required by any Court or any lawful process.

(c) Defendant shall also provide Plaintiffs with an executed IRS Form 4506 Request for Copy of Tax Return to authorize Plaintiffs to request Defendant's income tax returns.

6.6 The payment made pursuant to Section 6.3 and any payment made as a result of Defendant's compliance with Section 6.5, shall be by cashier's check, money order, wire transfer or credit card payable to "New Jersey Division of Consumer Affairs" and forwarded to:

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

6.7 Upon making any payment under Sections 6.3 or 6.5 above, Defendant shall immediately be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Plaintiffs pursuant to the terms herein.

6.8 In the event Defendant materially fails to comply with Section 6.5, Plaintiffs shall provide Defendant with notice seeking payment of the entire Consumer Restitution Payment or Suspended Amount or any outstanding portion of the Suspended Amount. In any such notice, Plaintiffs shall provide Defendant with the specific details of Defendant's alleged noncompliance, as well as any supporting documents. Defendant shall be afforded a ten (10) day period from receipt of such notice within which to cure and/or address any alleged noncompliance.

6.9 In the event of Defendant's failure to cure any alleged noncompliance, the entire Suspended Amount or any outstanding portion thereof, shall be immediately due and payable.

6.10 Upon request by or on behalf of the Defendant and the vacating of the Suspended Penalty, Plaintiffs shall provide Defendant with a Warrant of Satisfaction of the Settlement Amount. Such Warrant of Satisfaction shall have no effect upon Defendant's continuing obligations under any other provision of this Consent Judgment.

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 the Defendant that any of the

acts or practices described in or prohibited by this Consent Judgment are unfair or deceptive or violate the Public Movers Licensing Act, the Public Movers Regulations and/or the CFA. 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 authority to act for and bind the respective Parties.

9.2 Defendant represents and warrants that he will not be employed by, 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 Moving Services.

9.3 Defendant represents and warrants that he will not be employed by, 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 Storage Services.

10. RELEASE

10.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Judgment and conditioned on Defendants making any payments in the manner referenced in Sections 6.3, 6.5 and 6.6, 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 or which arose from alleged conduct prior to the Effective Date against Defendant for violations of the Public Movers Licensing Act, the Public Movers Regulations and/or the CFA as alleged in the Action, as well as the matters specifically addressed in Section 5 of the Consent Judgment ("Released Claims").

10.2 Notwithstanding any term in 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 received Restitution; (b) actions to enforce the Consent Judgment; and (c) any claims against Defendant by any other agency or subdivision of the State, except the Released Claims as set forth in 10.1 above.

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, seek sanctions for violations of this Consent Judgment or both.

11.2 The Parties agree that any future violations of the provisions of Section 5 of this Consent Judgment 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 obligations 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, unless either of the Parties to this Consent Judgment provides the other Party with a written change of address:

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 the Defendant:

Oziel Eliad
[REDACTED]
[REDACTED]

With a copy to:

Kenneth P. Traum, Esq.
90 Main Street, Suite 305
Hackensack, New Jersey 07601

IT IS ON THE 13 DAY OF February 2015, SO ORDERED,
ADJUDGED AND DECREED.



HON. MENELAOS W. TOSKOS 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: February 12, 2014⁵

124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
[REDACTED]

FOR DEFENDANT:

KENNETH P. TRAUM, ESQ.

By: Kenneth P. Traum
Kenneth P. Traum, Esq.

Dated: Feb 9, 2014⁵

90 Main Street, Suite 350
Hackensack, New Jersey 07601
Telephone: (201) 646-1864

OZIEL ELIAD, INDIVIDUALLY

By: Oziel Eliad
Oziel Eliad
[REDACTED]

Dated: 2 9, 2014⁵