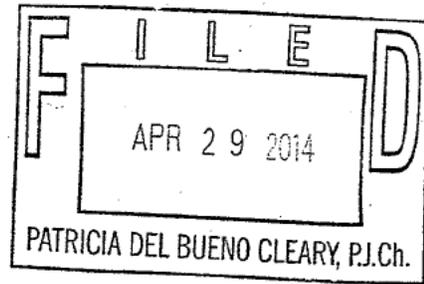


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Attorney for Plaintiffs



By: Natalie A. Serock (040892010)
Deputy Attorney General



SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION,
MONMOUTH COUNTY
DOCKET NO. MON-C- 71 -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.

STEPHEN'S LANDSCAPING, L.L.C. d/b/a
STEPHEN'S GARDEN CENTER; JANE AND JOHN
DOES 1-10, individually and as owners, officers,
directors, shareholders, founders, managers, agents,
servants, employees, representatives and/or independent
contractors of STEPHEN'S LANDSCAPING, L.L.C.
d/b/a STEPHEN'S GARDEN CENTER; and XYZ
CORPORATIONS 1-10,

Defendants.

Civil Action

COMPLAINT

Plaintiffs John J. Hoffman, Acting Attorney General of the State of New Jersey
("Attorney General"), with offices located at 124 Halsey Street, Fifth Floor, Newark, New
Jersey, and Steve C. Lee, Acting 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. On October 27, 2012, just prior to Tropical Storm Sandy ("Sandy") reaching the State of New Jersey ("State" or "New Jersey"), Governor Chris Christie ("Governor Christie") issued Executive Order No. 104, which immediately declared a State of Emergency ("State of Emergency"). In the wake of the State of Emergency and Sandy, defendant Stephen's Landscaping, L.L.C. d/b/a Stephen's Garden Center ("Stephen's Landscaping" or "Defendant") purchased one hundred and thirty-three generators (133) and then sold the generators to consumers at exorbitant prices that represented a markup of 82.35% to 155.56% above cost.

2. In addition to its exorbitant pricing for generators sold during the State of Emergency, Stephen's Landscaping further increased the cost of such merchandise by charging certain consumers a \$100.00 "assembly fee" when, in fact, minimal efforts were required for assembly. Notably, Stephen's Landscaping did not charge an assembly fee for generators purchased by consumers prior to the State of Emergency. During the State of Emergency, Stephen's Landscaping also sold motor fuel to consumers despite the fact that it was not licensed to do so in New Jersey.

3. In addition to its conduct during the State of Emergency, at least from August 27, 2011 to October 26, 2012, Stephen's Landscaping sold Poulan Pro 6600 generators to consumers despite the fact that this generator was recalled by the manufacturer. Further, the United States Consumer Product Safety Commission ("CPSC") also determined that Poulan Pro 6600 generators pose a fire hazard to consumers.

4. As detailed below, Defendant's conduct constitutes numerous violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), as well as the Rules Concerning Hazardous Products, N.J.A.C. 13:45A-4.1 et seq. ("Hazardous Products Regulations").

PARTIES AND JURISDICTION

5. The Attorney General is charged with the responsibility of enforcing the CFA, N.J.S.A. 56:8-1 et seq., and all regulations promulgated thereunder, N.J.A.C. 13:45A-1.1 et seq. ("CFA Regulations"). The Director is charged with the responsibility of administering the CFA and the CFA Regulations on behalf of the Attorney General.

6. 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 Monmouth County, pursuant to R. 4:3-2, because it is the county in which the Defendant has conducted business.

7. On January 10, 2001, Stephen's Landscaping was incorporated in the State as a Domestic Limited Liability Company.

8. Stephen's Garden Center is not registered in the State as a corporation, limited liability company, trade name and/or in any other capacity.

9. Upon information and belief, at all relevant times, Stephen's Landscaping has maintained a business address of 138 Myrtle Avenue, Long Branch, New Jersey 07740 ("138 Myrtle Avenue Long Branch"). The Chief Executive Officer of Stephen's Landscaping is Stephen Foggia, who maintains a mailing address of 2 Laurel Street, West Long Branch, New

Jersey 07764. The registered agent of Stephen's Landscaping is Traci Foggia, who also maintains a mailing address of 2 Laurel Street, West Long Branch, New Jersey 07764.

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

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

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

A. Sandy and Executive Order No. 104 Declaring a State of Emergency:

12. In late October 2012, Sandy was approaching New Jersey.

13. Tropical storms have the potential to cause severe weather conditions, including heavy rains, high winds, main stream and river flooding, and progressing runoff that may threaten homes and other structures, and endanger lives in the State.

14. On October 27, 2012 at approximately 11:30 a.m., due to the approach of Sandy, Governor Christie issued Executive Order No. 104 which immediately declared the State of Emergency.

15. Upon information and belief, on October 28, 2012, President Obama signed an emergency disaster declaration for New Jersey.

16. Upon information and belief, Governor Christie ordered the evacuation of all New Jersey barrier islands by 4:00 p.m. on October 28, 2012.

17. Upon information and belief, on October 29, 2012, Sandy made landfall in New Jersey and resulted in severe weather conditions of an unprecedented magnitude, including enormous storm surges, devastating winds and widespread flooding throughout the State.

18. Upon information and belief, while moving ashore at Atlantic City, Sandy brought winds in excess of 80 miles per hour, and heavy rainfall that reached almost 12 inches.

19. Sandy resulted in severe wind and water damage, among other things, to the New Jersey shoreline, homes and businesses. Residents were forced to evacuate their homes which, in many instances, were completely destroyed.

20. Sandy produced winds that toppled trees and downed power lines throughout New Jersey, causing widespread power outages that affected at least 2.4 million households and countless businesses.

21. Upon information and belief, at least thirty-four (34) New Jersey residents have died as a result of Sandy.

22. As a result of the extensive power outages caused by Sandy, many New Jersey residents resorted to the use of generators that were powered by gasoline.

B. Defendant's Business Generally:

23. Upon information and belief, at all relevant times, Defendant has been engaged in the advertisement, offering for sale and/or sale of landscaping supplies and gardening tools, in addition to the offering for sale and/or sale of generators to consumers in New Jersey.

24. Beginning on October 31, 2012, Defendant engaged in the offering for sale and/or sale of motor fuel to consumers.

25. Beginning on October 31, 2012, Defendant sold five-gallon gas cans to consumers filled with motor fuel.

26. Upon information and belief, from October 31, 2012 to November 3, 2012, Defendant sold approximately forty-four (44) five-gallon gas cans to consumers filled with motor fuel at a price of \$50.00 per gas can.

27. At all relevant times, Defendant has never been licensed by the New Jersey Division of Taxation to engage in the retail sale of motor fuel.

**C. New Jersey Division of Consumer Affairs'
Investigation of the Defendant:**

28. From approximately November 9, 2012 to June 25, 2013, the New Jersey Division of Consumer Affairs ("Division") received eleven (11) consumer complaints regarding the exorbitant prices charged by Defendant for generators.

29. On February 15, 2013, Defendant was served with an Administrative Subpoena Duces Tecum ("Subpoena") through which the Division requested, among other things: (a) all documents, including daily sales records, cash register records, and credit card records, concerning the prices Defendant charged for generators from October 27, 2011 to the date of response to the Subpoena; (b) all documents, including daily sales records, credit card records, and accounting records, concerning the price Defendant paid to its supplier(s) for generators from October 27, 2011 to the date of response to the Subpoena; (c) all documents concerning Defendant's labor cost for the assembly of generators from October 27, 2011 to the date of response to the Subpoena; and (d) all documents concerning any licenses, registrations or other

documents issued to the Defendant by any local, municipal, state or federal government agency or entity concerning the sale of motor fuel by the Defendant to consumers from October 27, 2011 to the date of response to the Subpoena.

30. On March 5, 2013, Defendant produced certain documents in response to the Subpoena, including daily sales records, cash register records and credit card records regarding the sale of generators and motor fuel by the Defendant during the State of Emergency.

31. On March 13, 2013, the Division advised Defendant that it failed to produce all documents requested through the Subpoena, including: (a) all documents, including daily sales records, credit card records, and accounting records, concerning the price Defendant paid to its supplier(s) for generators from October 27, 2011 to the date of response to the Subpoena; (b) all documents concerning Defendant's labor cost for assembly of generators from October 27, 2011 to the date of response to the Subpoena; and (c) all documents concerning any licenses, registrations or other documents issued to the Defendant by any local, municipal, state or federal government agency or entity concerning the sale of motor fuel by the Defendant to consumers from October 27, 2011 to the date of response to the Subpoena.

32. On March 27, 2013, Defendant produced additional documents in response to the Subpoena, including: (a) credit card receipts and invoices reflecting the prices Defendant charged to consumers for generators purchased in 2011 and immediately prior to the State of Emergency; (b) credit card receipts reflecting the price Defendant paid to its supplier(s) for generators purchased after the declaration of the State of Emergency; (c) invoices, dated October 16, 2012 and November 5, 2012, from Defendant's supplier for motor fuel; and (d) Defendant's payroll records from October 24, 2012 to October 30, 2012.

33. On March 27, 2013, Defendant also provided a written response to the Subpoena, stating that: (a) it did not have a license to sell motor fuel; and (b) it did not have any documents concerning the labor costs for assembly of generators other than payroll records for employees.

34. To date, Defendant has failed to produce any documents concerning the price paid by Defendant to its suppliers for generators purchased and then sold to consumers prior to the State of Emergency.

D. Defendant's Sale of Poulan Pro 6600 Generators:

35. Upon information and belief, at all relevant times, Defendant offered for sale and/or sold generators to consumers which it received from wholesalers.

36. Upon information and belief, from August 27, 2011 to October 26, 2012, Defendant sold Poulan Pro 6600 generators to consumers at a price of \$1400.00, exclusive of sales tax.

37. Upon information and belief, Poulan Pro 6600 generators are portable electric generators manufactured by Husqvarna Professional Products, Inc. ("Husqvarna").

38. On or about January 20, 2011, Husqvarna recalled its Poulan Pro 6600 generators after receiving reports of fuel-leakage.

39. On or about January 20, 2011, the CPSC issued an order regarding Husqvarna's recall of Poulan Pro 6600 generators ("CPSC Order"). Among other things, the CPSC Order stated that Poulan Pro 6600 generators posed a fire hazard to consumers.

40. On October 26, 2012, immediately prior to the State of Emergency, Defendant sold two (2) Poulan Pro 6600 generators to consumers in New Jersey at the price of \$1,400.00 per generator, exclusive of sales tax.

41. Although requested in the Subpoena, Defendant failed to produce to the Division any documents concerning the price that the Defendant paid to its supplier(s) for Poulan Pro 6600 generators sold prior to the State of Emergency.

E. Defendant's Sale of Generators at Exorbitant Prices During the State of Emergency:

42. Upon information and belief, on October 30, 2012, October 31, 2012, and November 1, 2012, after the declaration of the State of Emergency, Defendant purchased a total of one hundred and thirty-three (133) Powerhorse portable electric generators from Northern Tool and Equipment Co., specifically from its retail stores located at 1120 Military Highway, Norfolk, Virginia 23502 and at 4927 New Bern Avenue, Raleigh, North Carolina 27610 ("Northern Tool Company").

43. Upon information and belief, from October 30, 2012 through November 3, 2012, Defendant sold one hundred and thirty-three (133) Powerhorse generators, purchased from Northern Tool Company, to consumers in New Jersey.

44. Upon information and belief, from October 30, 2012 through November 3, 2012, Defendant sold the following four (4) models of Powerhorse generators: (a) Powerhorse 9000; (b) Powerhorse 7000; (c) Powerhorse 4000; and (d) Powerhorse 2200.

45. Shown below is a chart of the relevant prices Defendant paid to its suppliers for generators, the prices at which it offered for sale and/or sold generators to consumers, exclusive of sales tax, and the number of generators sold of each model:

Date	Model	Price Paid To Supplier	Price For Consumers (exclusive of sales tax)	Number Sold
October 27, 2012	State Of	Emergency	Declared	
October 30, 2012 through November 3, 2012	Powerhorse 9000	\$849.99	\$1,550.00	31
October 30, 2012 through November 3, 2012	Powerhorse 7000	\$629.99	\$1,350.00	65
October 30, 2012 through November 3, 2012	Powerhorse 4000	\$449.99	\$1,150.00	33
October 30, 2012 through November 3, 2012	Powerhorse 2200	\$319.99	\$800.00	4

46. Upon information and belief, from October 30, 2012 through November 3, 2012, after the State of Emergency had been declared and Sandy made landfall in New Jersey, Defendant's markup for Powerhorse 9000 generators was approximately 82.35%.

47. Upon information and belief, from October 30, 2012 through November 3, 2012, after the State of Emergency had been declared and Sandy made landfall in New Jersey, Defendant's markup for Powerhorse 7000 generators was approximately 114.29%.

48. Upon information and belief, from October 30, 2012 through November 3, 2012, after the State of Emergency had been declared and Sandy made landfall in New Jersey, Defendant's markup for Powerhorse 4000 generators was approximately 155.56%.

49. Upon information and belief, from October 30, 2012 through November 3, 2012, after the State of Emergency had been declared and Sandy made landfall in New Jersey, Defendant's markup for Powerhorse 2200 generators was approximately 150.00%.

50. Thus, from October 30, 2012 to November 3, 2012, after the State of Emergency had been declared and Sandy made landfall in New Jersey, Defendant's markup for generators ranged from 82.35% to 155.56%.

51. As a result of charging exorbitant prices for one hundred and thirty-three (133) generators after the State of Emergency was declared in New Jersey, Defendant realized approximately \$176,950.00 in gross sales.

F. Defendant's Assembly Fee For Generators:

52. Upon information and belief, for seventy-seven (77) out of the one hundred thirty-three (133) Powerhorse generators purchased by consumers from October 30, 2012 to November 3, 2012, Defendant also charged a \$100.00 assembly fee.

53. Upon information and belief, Defendants did not charge an assembly fee to consumers who purchased generators on October 26, 2012, immediately prior to the State of Emergency.

54. Upon information and belief, the assembly fee did not include delivery.

55. At least one consumer reported that he observed Defendant's assembly process for a generator and that it consisted of removing the generator from a box and attaching handles and two wheels to it.

56. More than one consumer reported that at the time of sale, Defendant did not give them a choice regarding assembly of the generator at an additional cost.

57. From October 30, 2012 to November 3, 2012, after the State of Emergency was declared, Defendant realized gross revenues of approximately \$7,700.00 as a result of charging consumers a \$100.00 assembly fee in conjunction with the purchase of a generator.

COUNT I

**VIOLATION OF THE CFA BY DEFENDANT
(UNCONSCIONABLE COMMERCIAL PRACTICES—
EXORBITANT PRICES DURING STATE OF EMERGENCY)**

58. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 57 above as if more fully set forth herein.

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

60. At all relevant times, Defendant has been engaged in the offering for sale and/or sale of merchandise within the meaning of N.J.S.A. 56:8-1(c), specifically generators.

61. The CFA 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 or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby...

[N.J.S.A. 56:8-2.]

62. In the operation of its business at least from October 30, 2012 through November 3, 2012, after Sandy made landfall in New Jersey and during the State of Emergency, Defendant has engaged in the use of unconscionable commercial practices, including but not limited to, the following:

- a. Offering for sale and/or selling thirty-one (31) Powerhorse 9000 generators at a price of \$1,550.00, exclusive of sales tax, which represented a markup of approximately 82.35% from Defendant’s cost;

- b. Offering for sale and/or selling sixty-five (65) Powerhorse 7000 generators at a price of \$1,350.00, exclusive of sales tax, which represented a markup of approximately 114.29% from Defendant's cost;
 - c. Offering for sale and/or selling thirty-three (33) Powerhorse 4000 generators at a price of \$1,150.00, exclusive of sales tax, which represented a markup of approximately 155.56% from Defendant's cost;
 - d. Offering for sale and/or selling four (4) Powerhorse 2200 generators at a price of \$800.00, exclusive of sales tax, which represented a markup of approximately 150.00% from Defendant's cost;
 - e. Charging a fee of \$100.00 for the minimal assembly of generators purchased by consumers during the State of Emergency, when Defendant did not charge such fee prior to the State of Emergency;
 - f. Failing to provide consumers with the option to choose whether or not they wanted to incur the additional \$100.00 fee for assembly of their generator; and
 - g. Offering for sale and/or selling two (2) Poulan Pro 6600 generators after the manufacturer recall and issuance of the CPSC Order indicating that they posed a fire hazard to consumers.
63. Each unconscionable commercial practice by Defendant constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.

COUNT II

VIOLATION OF THE CFA BY DEFENDANT (UNCONSCIONABLE COMMERCIAL PRACTICES— UNLICENSED SALE OF MOTOR FUEL)

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

65. The Motor Fuel Tax Act, N.J.S.A. 54:139-101 et seq. ("Motor Fuel Tax Act"), governs all activity relative to the taxation of motor fuel within the State.

66. The Motor Fuel Tax Act, N.J.S.A. 54:39-102, defines a "retail dealer" as "a person that engages in the business of selling or dispensing motor fuel to the consumer within this State."

67. Specifically, the Motor Fuel Tax Act, N.J.S.A. 54:39-136(c), prohibits retail dealers from engaging in the retail sale of motor fuel without a license from the Division of Taxation, and provides in relevant part:

A person shall not engage in any business activity in this State for which a license is required by P.L. 2010, c. 22 (C. 54:39-101 et al.) unless the person first obtains the license. A person who negligently violates this section is subject to a civil penalty in the amount of \$1,000.

68. The Motor Fuel Tax Act provides that a license can be obtained under the following circumstances:

A retail dealer, an aviation fuel dealer and a liquefied petroleum gas dealer shall, before engaging in the retail sale of fuel, apply to the director for a license for each establishment operated by that person. A license fee of \$150 shall be paid for the issuance of a retail license, which shall be valid for a three-year period commencing on April 1 and expiring on March 31 of the third succeeding year, and the director shall supply a license plate or suitable substitute containing the number assigned to the licensee, and words denoting whether the license is a retail dealer's license, an aviation fuel dealer's license or a liquefied petroleum gas dealer's license, which the licensee shall publicly display at each establishment in the manner as the director shall prescribe. No applicant shall continue in business after the end of the 14th day following the date of application unless the license applied for has been procured and is publicly displayed at the establishment being operated.

[N.J.S.A. 54:39-108(a).]

69. At least from October 31, 2012 through November 3, 2012, Defendant was engaged in the offering for sale and/or sale of motor fuel to consumers in the State and, as such, was a "retail dealer" under the Motor Fuel Tax Act, N.J.S.A. 54:39-102.

70. At all relevant times, Defendant did not maintain the requisite license from the Division of Taxation to engage in the retail sale of motor fuel.

71. Defendant's offering for sale and/or sale of five-gallon gas cans filled with motor fuel comprised an unconscionable commercial practice in violation of the CFA, N.J.S.A. 56:8-2.

COUNT III

VIOLATION OF THE HAZARDOUS PRODUCTS REGULATIONS BY DEFENDANT

72. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 71 above as if more fully set forth herein.

73. The Hazardous Products Regulations, N.J.A.C. 13:45A-4.1 et seq., promulgated pursuant to the CFA, prohibit the advertisement, marketing, offering for sale and/or sale of hazardous products.

74. Specifically, the Hazardous Products Regulations provide, in relevant part:

It shall be an unconscionable commercial practice for any person, including any business entity, to manufacture, distribute, sell or offer for sale any consumer product contrary to any order of the Consumer Product Safety Commission, pursuant to 15 U.S.C. §§2051 et seq. or to advertise a consumer product that has been the subject of a safety advisory, warning, or recall issued by any governmental agency or the manufacturer of the product, without clearly and conspicuously disclosing in the advertisement, at the place in the store where the product is or, if the product is no longer sold, where it was displayed, and at the customer service area, that the product is the subject of a safety advisory, warning, or recall and the general nature of the safety hazard that prompted the advisory, warning or recall.

[N.J.A.C. 13:45A-4.1(a).]

75. The Hazardous Products Regulations further provide, in pertinent part, that:

“Consumer product” means any article or component part thereof, produced or distributed:

1. For sale to a consumer for use in or around a permanent or temporary household or residence, a school, in recreation or otherwise; or

2. For the personal use, consumption or enjoyment by a consumer in or around a permanent or temporary household or residence, a school, in recreation or otherwise. . . .

[N.J.A.C. 13:45A-4.2.]

76. In the operation of its business, Defendant offered for sale and/or sold Poulan Pro 6600 generators, which are “consumer products” within the meaning of the Hazardous Products Regulations, N.J.A.C. 13:45A-4.2.

77. Defendant offered for sale and/or sold two (2) Poulan Pro 6600 generators on October 26, 2012, after the issuance of the CPSC Order on or about January 20, 2011.

78. Defendant’s offering for sale and/or sale of the Poulan Pro 6600 generators contrary to an order of the CPSC comprises an unconscionable commercial practice in violation of the Hazardous Products Regulations, N.J.A.C. 13:45A-4.1, and is a per se violation 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 Defendant:

- (a) Finding that the acts of Defendant constitute multiple violations of the CFA;

- (b) Permanently enjoining Defendant, along with its agents, employees, representatives, independent contractors, corporations, subsidiaries, affiliates, successors, assigns and all other persons or entities directly under his control, from engaging in, continuing to engage in, or doing any acts or practices in violation of the CFA;
- (c) Directing Defendant 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 practice alleged herein to be unlawful and found to be unlawful, as authorized by the CFA, N.J.S.A. 56:8-8;
- (d) Directing Defendant to pay the maximum statutory civil penalties for each violation of the CFA, in accordance with N.J.S.A. 56:8-13;
- (e) Directing Defendant to pay costs and fees, including attorneys' fees, for the use of the State, as authorized by the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19; and
- (f) Granting such other relief as the interests of justice may require.

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

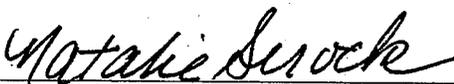
By: Natalie A. Serock
Natalie A. Serock
Deputy Attorney General

Dated: April 29, 2014
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 CFA, is not the subject of any other action pending in any other court of this State. I further certify, to the best of my information and belief, 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 also certify that there is no other party who should be joined in this action at this time.

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 
Natalie A. Serock
Deputy Attorney General

Dated: April 29, 2014
Newark, New Jersey

RULE 1:38-7(c) CERTIFICATION OF COMPLIANCE

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: *Natalie Serock*
Natalie A. Serock
Deputy Attorney General

Dated: April 29, 2014
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Deputy Attorney General Natalie A. Serock is hereby designated as trial counsel for the Plaintiffs in this action.

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: *Natalie Serock*
Natalie A. Serock
Deputy Attorney General

Dated: April 29, 2014
Newark, New Jersey