

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS

CIVIL DIVISION

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,

Judgment Creditors,

v.

WILLIAMS ASPHALT MATERIALS, L.L.C. a/k/a WILLIAMS ASPHALT PAVING, WILLIAMS ASPHALT PAVING & EXCAVATING, WILLIAMS PAVING & EXCAVATING and/or WILLIAMS PAVING ASPHALT CONTRACTING; BERTHA WILLIAMS, individually, as owner and manager of WILLIAMS ASPHALT MATERIALS, L.L.C., and d/b/a WILLIAMS ASPHALT PAVING, WILLIAMS ASPHALT PAVING & EXCAVATING, WILLIAMS PAVING & EXCAVATING and/or WILLIAMS PAVING ASPHALT CONTRACTING; HENRY R. WILLIAMS, JR. [father], individually, as owner and manager of WILLIAMS ASPHALT MATERIALS, L.L.C., and d/b/a WILLIAMS ASPHALT PAVING, WILLIAMS ASPHALT PAVING & EXCAVATING, WILLIAMS PAVING & EXCAVATING and/or WILLIAMS PAVING ASPHALT CONTRACTING; HENRY R. WILLIAMS, JR. [son], individually, t/a ADVANCED ASPHALT SERVICES and d/b/a WILLIAMS ASPHALT PAVING, WILLIAMS ASPHALT PAVING & EXCAVATING, WILLIAMS PAVING & EXCAVATING and/or WILLIAMS PAVING ASPHALT CONTRACTING; SAMUEL PAUL WILLIAMS, individually, t/a WILLIAMS PAVING and d/b/a WILLIAMS ASPHALT PAVING, WILLIAMS ASPHALT PAVING & EXCAVATING, WILLIAMS PAVING & EXCAVATING and/or WILLIAMS PAVING ASPHALT CONTRACTING; SAUL T. WILLIAMS, individually and d/b/a WILLIAMS ASPHALT PAVING, WILLIAMS ASPHALT PAVING & EXCAVATING, WILLIAMS PAVING & EXCAVATING and/or WILLIAMS PAVING ASPHALT CONTRACTING; ALEXANDER W. STANLEY, individually and d/b/a WILLIAMS ASPHALT PAVING, WILLIAMS ASPHALT PAVING & EXCAVATING, WILLIAMS PAVING & EXCAVATING and/or WILLIAMS PAVING ASPHALT CONTRACTING; JANE and JOHN DOES 1-10, individually and as owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors of WILLIAMS ASPHALT MATERIALS, L.L.C., WILLIAMS PAVING and/or ADVANCED ASPHALT SERVICES; and XYZ CORPORATIONS 1-10,

Judgment Debtors,

and

JENNIFER WILLIAMS; ASHLEY WILLIAMS; ESAU WILLIAM STANLEY; RACHEL WELLS; MOORE ASPHALT, L.L.C.; and W BOSS, L.L.C.,

Necessary Parties.

DRUM SAND & GRAVEL, INC.

Intervenor.

CONSENT ORDER AND FINAL JUDGMENT

CIVIL ACTION
CASE NO. CV-2012-
0194 (JF)

ANN HUDSON
CLERK OF CIRCUIT COURT

2011 SEP 23 AM 9:08

FILED

This matter being brought before the Court by:

1. Nicholas Kant, Deputy Attorney General, appearing *pro hac vice*, for judgment creditors John J. Hoffman, Acting Attorney General of the State of New Jersey ("New Jersey Attorney General"), and Steve C. Lee, Acting Director of the New Jersey Division of Consumer Affairs ("Division Director")¹, (collectively, "Judgment Creditors");
2. James E. Hensley, Jr., Esq., for judgment debtors Williams Asphalt Materials, L.L.C., Henry R. Williams, Jr. [Father], and Bertha Williams (collectively, "Judgment Debtors"), and for necessary parties Jennifer Williams, Ashley Williams, Esau William Stanley, Rachel Wells, Moore Asphalt, L.L.C., and W Boss, L.L.C. (collectively, "Necessary Parties"),
3. Chad J. Brown, Esq., for intervenor Drum Sand & Gravel, Inc. ("Intervenor"); and
4. Warren E. Dupwe, Esq., friend of the Court ("Friend of the Court");

And the Judgment Creditors, Judgment Debtors, Necessary Parties, Intervenor and Friend of the Court (collectively, "Parties"), in an effort to reach a mutually agreeable resolution with respect to the full and final determination of the ownership of the \$177,006.47 in auction proceeds ("Auction Proceeds") currently held by Mr. Dupwe, have consented to the form and entry of this Consent Order and Final Judgment (Consent Order"); and for good cause shown:

IT IS on this 8th day of Sept 2014, **ORDERED AND AGREED** that:

1. James E. Hensley, Jr., Esq. is the attorney of record in this action for Judgment Debtors and the Necessary Parties.
2. This Consent Order shall constitute the full and final determination of the Auction

Proceeds currently being held by Mr. Dupwe, Friend of the Court.

3. In full and total settlement of their claim for the Auction Proceeds, Necessary Parties Jennifer Williams, Ashley Williams, Esau William Stanley and Rachel Wells shall receive \$4,500 each. The total amount, \$18,000, shall be paid by Mr. Dupwe within 14 days via check payable to Mr. Hensley, P. O. Box 11127, Conway, Arkansas 72034, who shall then disburse the funds to each of the Necessary Parties.

4. Necessary Parties Jennifer Williams, Ashley Williams, Esau William Stanley and Rachel Wells claim no right to the Auction Proceeds beyond the \$4,500 each of them will receive in accordance with Paragraph 3 above.

5. Necessary Parties Jennifer Williams, Ashley Williams, Esau William Stanley and Rachel Wells make no claim that Judgment Debtors Williams Asphalt Materials, L.L.C., Henry R. Williams, Jr. [Father], and Bertha Williams have any right to any of the Auction Proceeds.

6. Judgment Debtors Williams Asphalt Materials, L.L.C., Henry R. Williams, Jr. [Father], and Bertha Williams claim no right to the Auction Proceeds or any portion thereof for themselves.

7. Judgment Debtors Williams Asphalt Materials, L.L.C., Henry R. Williams, Jr. [Father], and Bertha Williams agree that the payment of \$4,500 to each of the Necessary Parties Jennifer Williams, Ashley Williams, Esau William Stanley and Rachel Wells is in full and total settlement of any claim to the Auction Proceeds by Judgment Debtors Williams Asphalt Materials, L.L.C., Henry R. Williams, Jr. [Father], and Bertha Williams and/or Necessary Parties Jennifer Williams, Ashley Williams, Esau William Stanley and Rachel Wells.

8. In full and total settlement of its claim for the Auction Proceeds, Mr. Dupwe shall

¹ The judgment in this action was obtained on behalf of former New Jersey Attorney General Paula T. Dow and former Division Director Thomas R. Calcagni. The caption has been revised to reflect the current

pay within 14 days \$5,906.52 to Intervenor Drum Sand & Gravel, Inc., to be mailed to Chad Brown, Esq., 203 Court Street, Clinton, Arkansas 72031.

9. Intervenor Drum Sand & Gravel, Inc. claims no right to the Auction Proceeds beyond \$5,906.52.

10. Friend of the Court Mr. Dupwe, claims no right to the Auction Proceeds, but shall receive \$1,000 for his time and effort as Friend of the Court.

11. Judgment Creditors shall receive the remaining \$152,099.95 of the Auction Proceeds, in partial satisfaction of the judgment entered by the New Jersey Superior Court, Docket No. BUR-C-37-10 ("New Jersey Judgment"). Within 14 days, Mr. Dupwe shall forward the \$152,099.95 by check made payable to the order of the "New Jersey Division of Consumer Affairs," and sent to Judgment Creditors' counsel, Nicholas Kant, Deputy Attorney General, 124 Halsey Street, 5th Floor, PO Box 45029, Newark, New Jersey 07101.

12. Except as specified in Paragraph 11, this Consent Order is not intended to supersede, negate or otherwise alter the provisions of the New Jersey Judgment.

13. This Consent Order constitutes the entire agreement among the Parties and shall bind the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Order avoid compliance with this Consent Order.

14. This Consent Order shall be modified only by a written instrument signed by or on behalf of the Parties.

15. This Consent Order is agreed to by the Parties and entered into for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Order nor any action taken hereunder shall constitute, or be construed as an approval, sanction or authorization by Judgment Creditors or any other governmental unit of the State of New Jersey ("New Jersey")

Acting New Jersey Attorney General and Acting Division Director.

of any act or practice of Judgment Debtors, the Necessary Parties, and/or the Intervenor.

16. Nothing contained herein shall in any manner be construed to limit or affect any position that Judgment Creditors or any other governmental agency may take in any future or pending action not specifically encompassed herein.

17. Except as otherwise explicitly provided for in this Consent Order, nothing herein shall be construed to limit the authority of Judgment Creditors to protect the interests of New Jersey or the people of New Jersey.

18. The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Order 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 Order.

19. If any portion of the Consent Order is rendered invalid or unenforceable, the remaining terms and provisions shall remain in full force and effect, unless the portion rendered invalid or unenforceable is a material term.

20. All Parties to this Consent Order represent and warrant that they have read this Consent Order, understand it, and agree to be bound by its terms.

21. This Court retains jurisdiction to enforce, modify or otherwise hear any application arising from the terms of this Consent Order.

22. This Consent Order may be signed in counterparts, each of which shall be deemed an original. Signatures that have been faxed or otherwise copied shall constitute originals.

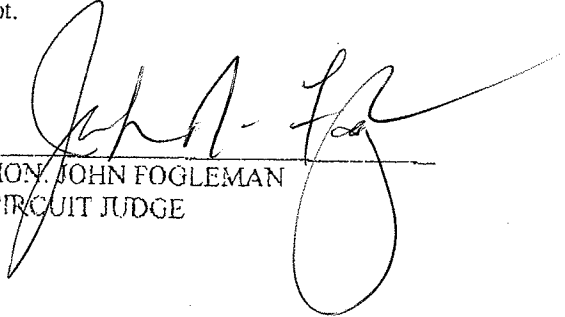
23. All Parties to this Consent Order waive any right to appeal from this Consent Order.

24. By the Parties' signatures below, in consideration of Parties' desire to resolve the issues herein and having had full opportunity to consult with counsel, the Parties hereby consent

to the terms, form and entry of this Consent Order with full knowledge and understanding of the obligations and duties imposed and waiving all rights not asserted herein.

25. The Parties have been given ample opportunity to seek legal advice prior to signing this Consent Order.

IT IS FURTHER ORDERED THAT Judgment Creditors shall serve a copy of this Order upon all counsel of record within seven days of receipt.



HON. JOHN FOGLEMAN
CIRCUIT JUDGE

FOR JUDGMENT CREDITORS:

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: _____

Nicholas Kant, Deputy Attorney General
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

Dated: Sept. 3, 2014

FOR JUDGMENT DEBTORS:

HENSLEY LAW FIRM, PA

By: _____

James E. Hensley, Jr., Esq.
P. O. Box 11127
Conway, Arkansas 72034

Dated: 8-25, 2014

WILLIAMS ASPHALT MATERIALS, L.L.C.

By: Bertha Williams
Williams Asphalt Materials, L.L.C.

Dated: 8/22/14, 2014

HENRY R. WILLIAMS, JR. [FATHER]

By: Henry Williams
Henry R. Williams, Jr. [Father]

Dated: 8/22/14, 2014

BERTHA WILLIAMS

By: Bertha Williams
Bertha Williams

Dated: 8/22/14, 2014

FOR NECESSARY PARTIES:

HENSLEY LAW FIRM, PA

By: [Signature] Dated: 8/21, 2014
James E. Hensley, Jr., Esq.
P. O. Box 11127
Conway, Arkansas 72034

JENNIFER WILLIAMS

By: [Signature] Dated: 8/20, 2014
Jennifer Williams

ASHLEY WILLIAMS

By: [Signature] Dated: Aug 20, 2014
Ashley Williams

ESAU WILLIAM STANLEY

By: [Signature] Dated: August 22, 2014
Esau William Stanley

RACHEL WELLS

By: [Signature] Dated: 8/22, 2014
Rachel Wells

MOORE ASPHALT, L.L.C.

By: Henry Williams
Moore Asphalt, L.L.C.

Dated: 8/22/14, 2014

W BOSS, L.L.C.

By: Henry Williams
W Boss, L.L.C.

Dated: 8/22/14, 2014

FOR INTERVENOR DRUM SAND & GRAVEL, INC.:

CHAD J. BROWN, ATTORNEY AT LAW

By: _____
Chad J. Brown, Esq.
203 Court Street
Clinton, Arkansas 72031

Dated: _____, 2014

DRUMSAND & GRAVEL, INC.

By: _____

Dated: _____, 2014

Name: _____

Title: _____
For Drum Sand & Gravel, Inc.

MOORE ASPHALT, L.L.C.

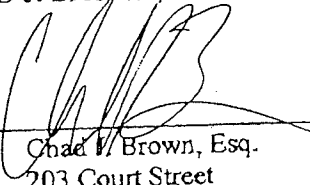
By: _____ Dated: _____, 2014
Moore Asphalt, L.L.C.

W BOSS, L.L.C.

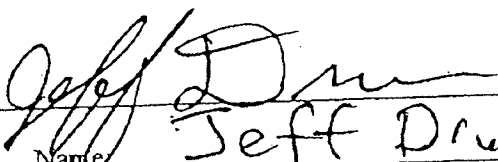
By: _____ Dated: _____, 2014
W Boss, L.L.C.

FOR INTERVENOR DRUM SAND & GRAVEL, INC.:

CHAD J. BROWN, ATTORNEY AT LAW

By:  _____ Dated: 9/2/14, 2014
Chad J. Brown, Esq.
203 Court Street
Clinton, Arkansas 72031

DRUM SAND & GRAVEL, INC.

By:  _____ Dated: 9-2-, 2014
Name: Jeff Drum
Title: pres
For Drum Sand & Gravel, Inc.

WARREN E. DUPWE, P.A., FRIEND OF THE COURT

By: Warren E. Dupwe
Warren E. Dupwe, Esq.
300 West Jefferson
Jonesboro, Arkansas 72401

Dated: Aug 18, 2014