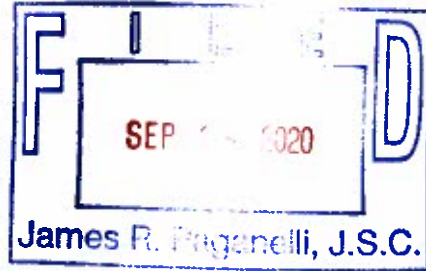


GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Plaintiffs



By: Robert N. Holup (253632017)
Deputy Attorney General
(973) 648-7819

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, ESSEX COUNTY
DOCKET NO.: ESX-C-234-19

GURBIR S. GREWAL, Attorney General of the
State of New Jersey, and PAUL R. RODRÍGUEZ,
Acting Director of the New Jersey Division of
Consumer Affairs,

Plaintiffs,

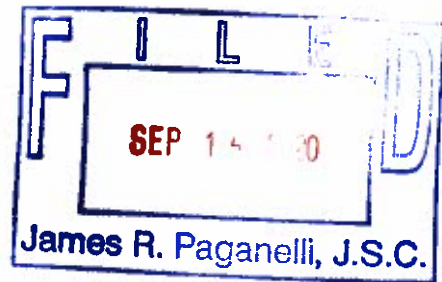
v.

ADVANTA MEDICAID LLC d/b/a ADVANTA
MEDICAID SPECIALISTS; NISSIM "SAM"
ARYEH and CHAIM E. FELLER, individually
and as owners, officers, directors, founders,
members, managers, representatives and/or agents
of ADVANTA MEDICAID LLC d/b/a
ADVANTA MEDICAID SPECIALISTS; JANE
AND JOHN DOES 1-20, individually and as
owners, officers, directors, founders, members,
managers, employees, servants, agents,
representatives and/or independent contractors of
ADVANTA MEDICAID LLC d/b/a ADVANTA
MEDICAID SPECIALISTS; and XYZ
CORPORATIONS 1-20,

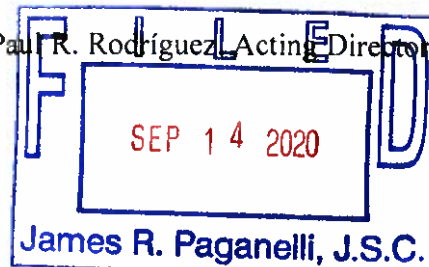
Defendants.

Civil Action

**FINAL CONSENT JUDGMENT AS TO
DEFENDANT CHAIM E. FELLER**



The parties to this Final Consent Judgment ("Consent Judgment") are plaintiffs Gurbir S. Grewal, Attorney General of the State of New Jersey, and Paul R. Rodriguez, Acting Director of



the New Jersey Division of Consumer Affairs (collectively, "Plaintiffs"), and defendant Chaim E. Feller ("C. Feller"). Defendant Advanta Medicaid LLC d/b/a Advanta Medicaid Specialists ("Advanta Medicaid"), against which a default has been entered, and defendant Nissim "Sam" Aryeh ("N. Aryeh") are not parties to this Consent Judgment.

As evidenced by their signatures below, Plaintiffs and C. Feller (collectively, the "Parties") consent to the entry of this Consent Judgment and its provisions without trial or adjudication of any issue of fact or law to avoid the expenses and uncertainty associated with further investigation and/or litigation and without an admission of any liability or wrongdoing of any kind.

WHEREAS this matter was opened by the New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division"), as an investigation to ascertain whether violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -226 ("CFA"), and the Regulations Governing General Advertising Practices, N.J.A.C. 13:45A-9.1 to -9.8 ("Advertising Regulations"), have been or are being committed by Advanta Medicaid, and/or its owners, officers, directors, members, managers, agents, servants, employees and representatives, including by N. Aryeh, individually and in his capacity as owner and/or member/manager of Advanta Medicaid, and by C. Feller, individually and in his capacity as owner and/or member/manager of Advanta Medicaid (the "Investigation");

WHEREAS Advanta Medicaid maintained a main business address of 920 East County Line Road, Suite 203, Lakewood, New Jersey 08701, and was engaged in the Advertisement, offer for Sale and/or Sale of Medicaid Services as defined below in Paragraph 4.6;

WHEREAS in or around May 2018, Advanta Medicaid discontinued its business operations;

WHEREAS as a result of its findings during the Investigation, the Division filed a complaint in this Court on December 10, 2019, alleging that Advanta Medicaid, N. Aryeh and C. Feller engaged in conduct in violation of the CFA and the Advertising Regulations by, among other things, accepting significant up-front payments from Consumers but then failing to provide the promised Medicaid Services or refunds (the “Action”); and

WHEREAS the Parties having reached an amicable agreement resolving the issues in controversy between them and concluding the Investigation and Action as against C. Feller without the need for further litigation, and C. Feller having voluntarily cooperated and consented to the entry of this Consent Judgment without having admitted any violations of law, 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 concerning 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, Essex 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 shall apply wherever the words and terms appear in this Consent Judgment:

4.1 “Advanta Medicaid Website” shall refer to the website located at www.advantamedicaid.com, as well as any other website operated by or on behalf of Advanta Medicaid.

4.2 “Advertisement” shall be defined: (a) for purposes of the CFA, in accordance with N.J.S.A. 56:8-1(a); and (b) for purposes of the Advertising Regulations, in accordance with N.J.A.C. 13:45A-9.1, and includes the Advanta Medicaid Website. This definition applies to other forms of the word “Advertisement,” including “Advertise[s]” and “Advertised.”

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.

4.4 “Consumer” shall refer to any Person who is offered Merchandise for Sale.

4.5 “Medicaid” is a health care program designed to provide health coverage for low income Consumers. In general, Medicaid covers the cost of medical services such as doctor visits, hospital stays, long-term medical, nursing home care, and personal care services. Medicaid is a joint program, funded primarily by the federal government and run at the State level.

4.6 “Medicaid Services” shall refer to the Medicaid-related services Advertised, offered for Sale and/or Sold by Advanta Medicaid, including, but not limited to: (a) consulting with

and assessing Consumers' eligibility for Medicaid benefits; (b) advising Consumers on how to "spend-down" their assets to become eligible for Medicaid benefits; (c) gathering the necessary documents and information from Consumers to prepare Medicaid applications on their behalf; (d) assisting Consumers in the preparation and submission of applications for Medicaid coverage; and (e) representing Consumers throughout the Medicaid application process and fielding inquiries from the relevant Medicaid authorities on Consumers' behalf.

4.7 "Merchandise" shall be defined in accordance with N.J.S.A. 56:8-1(c), and includes Medicaid Services.

4.8 "New Jersey" and "State" shall refer to the State of New Jersey.

4.9 "Person" shall be defined in accordance with N.J.S.A. 56:8-1(d).

4.10 "Sale" shall be defined in accordance with N.J.S.A. 56:8-1(e). This definition applies to other forms of the word "Sale," including "Sell[s]" and "Sold."

5. ALLEGED VIOLATIONS OF LAW

5.1 It was alleged that C. Feller, during his time as owner and/or member/manager of Advanta Medicaid, engaged in conduct in violation of the CFA, N.J.S.A. 56:8-2, and the Advertising Regulations, N.J.A.C. 13:45A-9.2(a)(9), as set forth in the complaint filed on December 10, 2019. Among other things, C. Feller, as owner and/or member/manager of Advanta Medicaid, accepted significant up-front payments from Consumers but then failed to provide the promised Medicaid Services or refunds. C. Feller also made extensive personal use of business assets which directly impacted Advanta Medicaid's ability to provide consumers the Medicaid Services promised or refunds guaranteed.

5.2 The alleged violations described in Section 5.1 are denied by C. Feller.

6. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

6.1 C. Feller shall not engage in any unfair or deceptive acts or practices in the conduct of any business in New Jersey and shall comply with such State and/or Federal laws, rules and regulations as now constituted or as may hereafter be enacted or amended, including the CFA and the Advertising Regulations.

6.2 C. Feller shall use all reasonable efforts to arrange for the shutdown of the Advanta Medicaid Website and to remove any digital presence of Advanta Medicaid. Within fourteen (14) days of the Effective Date, C. Feller shall notify the Division, in writing, of whether the Advanta Medicaid Website has been permanently shut down and describe all the steps undertaken to delete any digital presence of Advanta Medicaid. If the Advanta Medicaid Website and digital presence of Advanta Medicaid are not shut down and deleted within such time, C. Feller shall continue to use all reasonable efforts to ensure that these tasks are promptly completed.

6.3 C. Feller shall use all reasonable efforts to arrange for a Certificate of Cancellation and Termination for Advanta Medicaid to be filed with the New Jersey Division of Revenue and Enterprise Services (“DORES”). Within fourteen (14) days of the Effective Date, C. Feller shall notify the Division, in writing, of whether a Certificate of Cancellation and Termination for Advanta Medicaid has been filed with DORES, and, if it has not, he shall describe all the steps undertaken to have such certificate filed, and shall continue to use all reasonable efforts to ensure that it is thereafter promptly filed.

6.4 If, at any time in the future, C. Feller takes or obtains any ownership interest in any DORES-registered business that offers for Sale, Sells and/or provides Medicaid Services to Consumers in New Jersey, he shall provide the Division with prompt written notice of such ownership interest.

7. SETTLEMENT AMOUNT

7.1 The Parties have agreed to a settlement of the Action for Fifty-Five Thousand and 00/100 Dollars (\$55,000.00) (“Settlement Amount”), which shall be used towards Consumer restitution, pursuant to N.J.S.A. 56:8-8.

7.2 Within ten (10) days of the Effective Date, C. Feller shall remit the Settlement Amount by certified or cashier’s check, wire transfer, money order or credit card made payable to “New Jersey Division of Consumer Affairs” and forwarded to:

Robert N. Holup, Deputy Attorney General
Consumer Fraud Prosecution Section
124 Halsey Street - 5th Floor
Newark, New Jersey 07102

7.3 Upon remitting payment of the Settlement Amount, C. Feller 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 Plaintiffs pursuant to the terms herein.

7.4 In the event that C. Feller fails to comply with Paragraph 7.2, any unpaid portion of the Settlement Amount shall be immediately due and payable to Plaintiffs. Plaintiffs may then move on Notice of Motion or Order to Show Cause to have a judgment entered against C. Feller for any unpaid portion of the Settlement Amount.

8. DISMISSAL OF ACTION

8.1 The entry of this Consent Judgment constitutes a dismissal with prejudice of the Action as between Plaintiffs and C. Feller provided, however, that the Court shall retain jurisdiction as provided in Paragraph 1.1 above.

9. GENERAL PROVISIONS

9.1 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.

9.2 This Consent Judgment shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey.

9.3 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.

9.4 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 Plaintiffs and C. Feller.

9.5 Except as otherwise 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.

9.6 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.

9.7 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.

9.8 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 C. Feller; or (b) an admission by C. Feller that any of his acts or practices

described in or prohibited by this Consent Judgment were or are unfair or deceptive or violate the Consumer protection laws of the State. 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.

9.9 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.

9.10 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.

9.11 The Parties represent and warrant that their signatories to this Consent Judgment have authority to act for and bind the respective Parties.

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 C. Feller remitting the Settlement Amount in the manner referenced in Section 7, Plaintiffs hereby agree to release C. Feller from any and all civil claims or Consumer-related administrative claims, to the extent permitted by State law, which Plaintiffs could have brought prior to the Effective Date against C. Feller for violations of the CFA and the Advertising Regulations, as well as the matters specifically addressed in this Consent Judgment (“Released Claims”).

10.2 Notwithstanding any term of this Consent Judgment, the following do not comprise Released Claims: (a) private rights of action; (b) actions to enforce this Consent Judgment; and (c) any claims against C. Feller by any other agency or subdivision of the State.

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 or other relief (including attorneys' fees and costs) for violations of this Consent Judgment, or both.

11.2 Plaintiffs and C. Feller agree that any future violations of the provisions of Section 6 of this Consent Judgment shall constitute a second or succeeding violation under N.J.S.A. 56:8-13 and that C. Feller 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 C. Feller of his obligation 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 Plaintiffs may otherwise have to obtain information, documents, or testimony from C. Feller 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 C. Feller may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by 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:

For Plaintiffs:

Robert N. Holup, Deputy Attorney General
Consumer Fraud Prosecution Section
124 Halsey Street - 5th Floor
Newark, New Jersey 07102

For Defendant Chaim E. Feller:

Edward J. Dauber, Esq.
Greenberg Dauber Epstein & Tucker, P.C.
One Gateway Center, Suite 600
Newark, New Jersey 07102

IT IS ON THE 14 DAY OF September 2020, SO ORDERED,
ADJUDGED AND DECREED.



HON. JAMES R. PAGANELLI, J.S.C.

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR PLAINTIFFS:

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By: *Robert Holup*

Robert N. Holup
Deputy Attorney General

124 Halsey Street - 5th Floor
Newark, New Jersey 07102

Dated: September 4, 2020

FOR DEFENDANT CHAIM E. FELLER:

By: *Edward J. Dauber*

Edward J. Dauber, Esq.
Attorney for Defendant Chaim E. Feller

One Gateway Center, Suite 600
Newark, New Jersey 07102

Dated: 9/3, 2020

By: *Chaim Feller*
Chaim E. Feller

Dated: Sept 7, 2020

*149 Glen Ave, S
Lykewood, NJ, 08701*