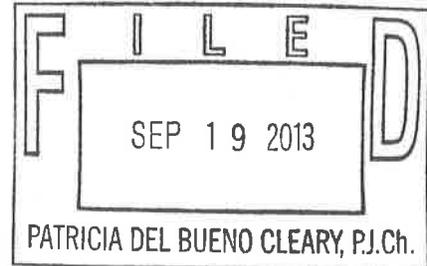


JOHN J. HOFFMAN  
ACTING ATTORNEY GENERAL OF NEW JERSEY  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for Plaintiffs  
[REDACTED]

By: Glenn T. Graham (013822009)  
Deputy Attorney General

Krima D. Shah (014132009)  
Special Deputy Attorney General



SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION,  
MONMOUTH COUNTY  
DOCKET NO. MON-C-178-12

JOHN J. HOFFMAN, Acting Attorney General of  
the State of New Jersey, and ERIC T.  
KANEFSKY, Director of the New Jersey Division  
of Consumer Affairs,

Plaintiffs,

v.

RIYA HAZLET HOTEL, L.L.C. d/b/a HOLIDAY  
INN HAZLET, RIYA SOUTH BRUNSWICK  
HOTEL, L.L.C. d/b/a HOTEL VICENZA; AND  
JOHN DOES 1-10, individually and as owners,  
officers, directors, shareholders, founders,  
managers, agents, servants, employees,  
representatives and/or independent contractors of  
RIYA HAZLET HOTEL, L.L.C. d/b/a HOLIDAY  
INN HAZLET, RIYA SOUTH BRUNSWICK  
HOTEL, L.L.C. d/b/a HOTEL VICENZA; and  
XYZ CORPORATIONS 1-10,

Defendants.

Civil Action

**FINAL CONSENT**  
**ORDER**

The parties to this Action and Final Consent Order (“Consent Order”) are plaintiffs John J. Hoffman, Acting Attorney General of the State of New Jersey (“Attorney General”),<sup>1</sup> and Eric T. Kanefsky, Director of the New Jersey Division of Consumer Affairs (“Director”) (collectively, “Plaintiffs”), and defendants Riya Hazlet Hotel, L.L.C. (“Riya Hazlet”) and Riya South Brunswick Hotel, L.L.C. (“Riya South Brunswick”) (collectively, “Defendants”).<sup>2</sup> As evidenced by their signatures below, the Parties do consent to the entry of this Consent Order 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**

On December 13, 2012, Plaintiffs commenced this action as to Riya Hazlet, and on February 14, 2013, Plaintiffs filed the First Amended Complaint which added Riya South Brunswick as a defendant. By this Action, Plaintiffs alleged that Defendants violated the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”), through their excessive and unjustified price increases (e.g. price gouging) in the Sale of hotel rooms after Governor Chris Christie declared a State of Emergency on October 27, 2012, just prior to Tropical Storm Sandy reaching New Jersey. Specifically, Plaintiffs alleged that: (1) from October 27, 2012 through November 7, 2012, Riya Hazlet’s prices for hotel rooms increased by more than 10% compared to the prices charged prior to the State of Emergency in one hundred twenty-four (124) instances; and (2) from October 30, 2012 through November 7, 2012, Riya South Brunswick’s prices for

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

<sup>2</sup> Plaintiffs and Defendants are collectively referred to as “Parties.”

hotel rooms increased by more than 10% compared to the prices charged prior to the State of Emergency in one hundred twenty-five (125) instances. Defendants deny the allegations.

The Court has reviewed the terms of this Consent Order and based upon the Parties' agreement and for good cause shown:

**IT IS HEREBY ORDERED 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 Order. 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 Order.

**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 Order shall lie exclusively in the Superior Court of New Jersey, Chancery Division, Monmouth County.

**3. EFFECTIVE DATE**

3.1 This Consent Order shall be effective on the date that it is entered with the Court ("Effective Date").

**4. DEFINITIONS**

As used in this Consent Order, the following capitalized words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Order:

4.1 “Action” shall refer to the matter titled John J. Hoffman, Acting Attorney General of the State of New Jersey, and Eric T. Kanefsky, Director of the New Jersey Division of Consumer Affairs v. Riya Hazlet Hotel, L.L.C. d/b/a Holiday Inn Hazlet, Riya South Brunswick Hotel, L.L.C. d/b/a Hotel Vicenza, Superior Court of New Jersey, Chancery Division, Monmouth County, Docket No. MON-C-178-12, and all pleadings and proceedings related thereto, including the First Amended Complaint, filed February 14, 2013.

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

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

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

4.6 “Excessive Price Increase” shall be defined in accordance with N.J.S.A. 56:8-108.

4.7 “Merchandise” shall be defined in accordance with N.J.S.A. 56:8-1(c) and includes hotel rooms.

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

4.9 “Person[s]” shall be defined in accordance with N.J.S.A. 56:8-1(d).

4.10 “Restitution” shall refer to all methods undertaken by Defendants to resolve Consumer complaints including, but not limited to, the issuance of credits or refunds or the reversal of credit card or debit card charges.

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

4.12 “State of Emergency” shall be defined in accordance with N.J.S.A. 56:8-108.

## **5. INJUNCTIVE RELIEF AND BUSINESS PRACTICES**

5.1 Defendants 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 hereafter be amended including, but not limited to, the CFA.

5.2 Defendants shall be permanently enjoined from Advertising, offering for Sale and/or selling Merchandise, specifically hotel rooms, at a price constituting an Excessive Price Increase during a State of Emergency or within thirty (30) days after termination of the State of Emergency, in violation of N.J.S.A. 56:8-109.

## **6. SETTLEMENT PAYMENT**

6.1 The Parties have agreed to a settlement of the Action in the amount of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) (“Settlement Payment”).

6.2 The Settlement Payment comprises Fifty-Two Thousand One Hundred Twenty-One and 73/100 Dollars (\$52,121.73) in civil penalties, pursuant to N.J.S.A. 56:8-13, Two Thousand Nine Hundred Fifty-One and 91/100 Dollars (\$2,951.91) in Restitution, pursuant to N.J.S.A. 56:8-8, and Eighteen Thousand One Hundred Ninety-One and 50/100 Dollars (\$18,191.50) in reimbursement of Plaintiffs’ attorneys’ fees and One Thousand Seven Hundred Thirty-Four and 86/100 Dollars (\$1,734.86) in reimbursement of Plaintiffs’ investigative costs, pursuant to N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19.

6.3 Defendants shall pay the Settlement Payment in the following manner:

- (a) Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) on or before the Effective Date;
- (b) Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) on or before December 1, 2013;
- (c) Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) on or before March 1, 2014;
- (d) Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) on or before June 1, 2014; and
- (e) Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) on or before September 1, 2014.

6.4 All payments in satisfaction of the Settlement Payment shall be made by bank check, attorney trust account check or other guaranteed funds made payable to “New Jersey Division of Consumer Affairs” and shall be forwarded to the undersigned:

Glenn T. Graham, 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 - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

6.5 Upon making any payment in satisfaction of the Settlement Payment, Defendants 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.

6.6 Defendants shall be jointly and severally responsible for all payments described in Section 6.3.

## **7. ACCELERATION CLAUSE**

7.1 In the event that Defendants fail to make any installment of the Settlement Payment within the time provided in this Consent Order, Plaintiffs shall provide Defendants with written notice setting forth the details of the noncompliance. Defendants shall be afforded a fifteen (15) day period from receipt of such notice within which to cure any such noncompliance. Failure by Defendants to cure any such noncompliance shall be considered an Event of Default.

7.2 It shall also be an Event of Default if any of the Defendants files or is involuntarily placed into a bankruptcy, foreclosure, assignment for the benefit of creditors, receivership, conservatorship, or any other insolvency or other proceeding in which the courts assume control of or supervision over any of the Defendants' assets.

7.3 If any Event of Default set forth in this Consent Order occurs, then the entire unpaid balance of the Settlement Payment due under this Consent Order shall become immediately due and owing without any further notice, along with any attorneys' fees or other costs expended by Plaintiffs in enforcing their right to collect any amounts due and owing following an Event of Default.

## **8. JUDGMENT BY CONFESSION**

8.1 Upon execution of this Consent Order, Defendants shall provide Plaintiffs with a Judgment by Confession in the amount of \$75,000.00 and supporting Affidavits for Judgment by Confession executed by all Defendants, attached as Exhibit A. Plaintiffs' counsel shall hold the Judgment by Confession in escrow pending an Event of Default.

8.2 If an Event of Default occurs, Plaintiffs may make an application pursuant to the New Jersey Rules of Court to enter and enforce the Judgment by Confession, and to have

judgment entered against the Defendants, in the entire amount of \$75,000.00, plus Plaintiffs' attorneys' fees and costs, less any amounts paid by Defendants under this Consent Order.

#### **9. DISMISSAL OF ACTION**

9.1 The entry of this Consent Order constitutes a dismissal with prejudice of the Action.

#### **10. GENERAL PROVISIONS**

10.1 This Consent Order 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 Order.

10.2 This Consent Order shall be governed by, and construed and enforced in accordance with, the laws of the State.

10.3 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.

10.4 This Consent Order contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Order shall be modified only by a written instrument signed by or on behalf of the Plaintiffs and Defendants.

10.5 Except as otherwise explicitly provided for in this Consent Order, 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.

10.6 If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

10.7 This Consent Order 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 Order avoid compliance with this Consent Order.

10.8 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: (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 Defendants; and (b) an admission by the Defendants that any of their acts or practices described in or prohibited by this Consent Order are unfair or deceptive or violate any of the Consumer protection laws of the State. This Consent Order 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 Order; or (b) any action or proceeding involving a Released Claim (as defined in Section 11) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

10.9 Nothing contained in this Consent Order shall be construed to limit or otherwise affect the rights of any Persons who are not Parties to this Consent Order with respect to any of the matters contained herein.

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

10.11 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Consent Order 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 Order.

## **11. RELEASE**

11.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Defendants making the Settlement Payment in the manner referenced in Section 6, Plaintiffs hereby agree to release Defendants from any and all civil claims or Consumer related administrative claims, to the extent permitted by State law, which the Plaintiffs could have brought prior to the Effective Date against Defendants for violations of the CFA as alleged in the Action, as well as the matters specifically addressed in Section 5.2 of the Consent Order (“Released Claims”).

11.2 Notwithstanding any term of this Consent Order, the following do not comprise Released Claims: (a) private rights of action, provided however, that nothing herein shall prevent Defendants from raising the defense of set-off against a Consumer who has received Restitution; (b) actions to enforce this Consent Order; and (c) any claims against Defendants by any other agency or subdivision of the State.

## **12. PENALTIES FOR FAILURE TO COMPLY**

12.1 The Attorney General (or designated representative) shall have the authority to enforce the provisions of this Consent Order or to seek sanctions for violations hereof or both.

12.2 The Parties agree that any future violations of the injunctive provisions of this Consent Order and/or the CFA shall constitute a second or succeeding violation under N.J.S.A. 56:8-13 and that the Defendants may be liable for enhanced civil penalties.

### **13. COMPLIANCE WITH ALL LAWS**

13.1 Except as provided in this Consent Order, no provision herein shall be construed as:

- (a) Relieving Defendants of their 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 Defendants 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 Defendants 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.

### **14. NOTICES UNDER THIS CONSENT ORDER**

14.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Parties pursuant to this Consent Order 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:

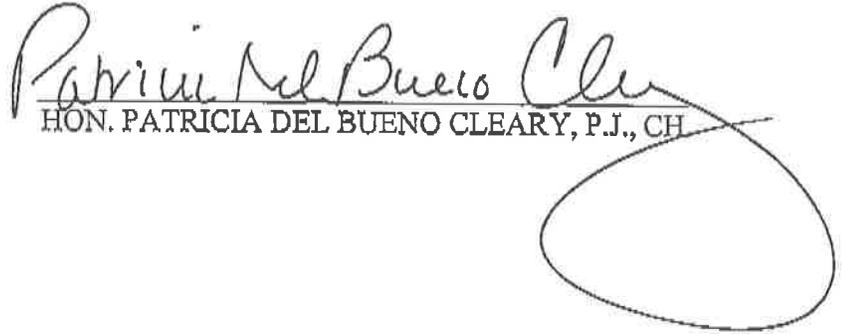
For the Plaintiffs:

Glenn T. Graham, 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 - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

For the Defendants:

Robert T. Cohen, Esq.  
Trobman & Cohen, L.L.C.  
102 Browning Lane, Bldg C-3  
Cherry Hill, New Jersey 08003

IT IS ON THE 19 DAY OF September 2013 SO ORDERED,  
ADJUDGED AND DECREED.

  
HON. PATRICIA DEL BUENO CLEARY, P.J., CH

JOINTLY APPROVED AND  
SUBMITTED FOR ENTRY:

FOR THE PLAINTIFFS:

JOHN J. HOFFMAN  
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: 

Glenn T. Graham  
Deputy Attorney General  
Consumer Fraud Prosecution Section

124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  


Dated: September 18, 2013

By: 

Krima D. Shah  
Special Deputy Attorney General  
Consumer Fraud Prosecution Section

124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  


Dated: September 18, 2013

FOR DEFENDANTS:

ROBERT T. COHEN, ESQ.

By: 

Dated: Sept 17, 2013

Robert T. Cohen, Esq.  
Trobman & Cohen, L.L.C.  
102 Browning Lane, Bldg C-3  
Cherry Hill, New Jersey 08003

Telephone: (856) 216-7300

RIYA HAZLET HOTEL, L.L.C.

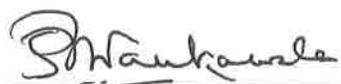
By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2013

Name: Govind Thota

Title: \_\_\_\_\_

RIYA SOUTH BRUNSWICK HOTEL, L.L.C.

By: 

Dated: 09-12-, 2013

Name: Pravin Wankawala

Title: OWNER & MANAGER

FOR DEFENDANTS:

ROBERT T. COHEN, ESQ.

By: Robert T. Cohen

Dated: Sept 17, 2013

Robert T. Cohen, Esq.  
Trobman & Cohen, L.L.C.  
102 Browning Lane, Bldg C-3  
Cherry Hill, New Jersey 08003

Telephone: (856) 216-7300

RIYA HAZLET HOTEL, L.L.C.

By: Govind Thota

Dated: 9.13., 2013

Name: Govind Thota

Title: \_\_\_\_\_

RIYA SOUTH BRUNSWICK HOTEL, L.L.C.

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2013

Name: Pravin Wankawala

Title: \_\_\_\_\_