

THOMAS R. CALCAGNI
FIRST ASSISTANT ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Division of Consumer Affairs

By: Patricia Schiripo
Deputy Attorney General
Assistant Chief, Consumer Fraud Prosecution Section



STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC
SAFETY
DIVISION OF CONSUMER AFFAIRS

In the Matter of

Command Center, Inc.,

Respondent.

Administrative Action

CONSENT ORDER

WHEREAS this matter having been 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 et seq. (“CFA”), including violations of the statutes and regulations governing temporary help service firms, N.J.S.A. 56:8-1.1 et seq., N.J.S.A. 34:8-43 et seq. and N.J.A.C. 13:45B-12.1 et seq. (“THSF Laws”), have been or are being committed by Command Center, Inc., with its principal place of business at 3901 N. Schreiber Way, Coeur d’Alene, Idaho 83815 and its New Jersey resident office having been located at 16-18 Belmont Avenue, Paterson, New Jersey 07522, as well as by its owners,

officers, directors, managers, employees, representatives and/or agents (collectively, "CC"), (hereinafter referred to as the "Investigation");

WHEREAS the Division received information alleging that CC was operating as a temporary help service firm, from locations in Paterson and Newark, New Jersey, to place individuals in work assignments ("Employees") with its clients to assist in the clean-up efforts arising out of the devastation wrought by Tropical Storm Sandy and was doing so without having complied with the registration and bond requirements set forth in the THSF Laws;

WHEREAS the Division determined during the Investigation that CC was using its own transportation to transport Employees to and from work sites in New Jersey and New York;

WHEREAS the Division received information alleging that CC was failing in its obligation to pay its Employees the wages due to them as required by New Jersey's wage payment law, N.J.S.A. 34:11-4.1 et seq. ("WP Law");

WHEREAS CC has voluntarily and fully cooperated with the Investigation;

WHEREAS CC denies having committed any violation of any law, including, but not limited to, the CFA, the THSF Laws and the WP Law; and

WHEREAS the Division and CC (collectively, "Parties") have reached an amicable agreement thereby resolving the issues in controversy and concluding this Investigation without the need for further action and, in doing so, the Parties have consented to the entry of this order ("Consent Order"). For these reasons and for good cause shown:

IT IS ORDERED as follows:

1. EFFECTIVE DATE

1.1 This Consent Order shall be effective on the date that it is filed with the Division (“Effective Date”).

2. DEFINITIONS

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

2.1 “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.

2.2 “New Jersey” or “State” shall mean the State of New Jersey.

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

3. REQUIRED AND PROHIBITED BUSINESS PRACTICES

3.1 CC shall not engage in any unfair or deceptive acts or practices in the conduct of its 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, and the THSF Laws.

3.2 CC has ceased its operation as a temporary help service firm in this State and shall not resume operation in this State until it is duly registered with the Division.

3.3 CC shall abide by all requirements of the THSF Laws regarding transportation of Employees to and from a work site, as set forth in N.J.S.A. 56:8-1.1 and -1.2 and N.J.A.C. 13:45B-12.3.

4. SETTLEMENT PAYMENT

4.1 The Parties have agreed to a settlement of the Investigation in the amount of Twenty-Seven Thousand Seven Hundred Sixty-One and 97/100 Dollars (\$27,761.97) (“Settlement Payment”) comprised of Fifteen Thousand and 00/100 Dollars (\$15,000.00), as civil penalties pursuant to N.J.S.A. 56:8-13 and N.J.S.A.34:8-6, Two Thousand Seven Hundred Sixty-One and 97/100 Dollars (\$2,761.97), as reimbursement of the Division’s investigative costs pursuant to N.J.S.A. 56:8-11 and N.J.S.A. 34:8-62, and Ten Thousand and 00/100 Dollars (\$10,000.00) to be used as a donation as set forth in Section 4.4 below (“CC Donation”).

4.2 On or before the Effective Date, CC shall tender the sum of Seventeen Thousand seven hundred sixty one and 97/100 Dollars (\$17,761.97) of the Settlement Payment by bank check, attorney trust account check, or other guaranteed funds made payable to the “New Jersey Division of Consumer Affairs” and forwarded to:

Patricia Schiripo, Deputy Attorney General
New Jersey Department of Law and Public Safety
Division of Law
124 Halsey Street
P.O. Box 45029
Newark, New Jersey 07101

4.3 Upon making the Settlement Payment referenced in Section 4.2, Respondent shall immediately be fully divested of any interest in, or ownership of, the moneys paid. All interest in the moneys, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Division pursuant to the terms herein.

4.4 On or before the Effective Date, CC shall tender the CC Donation to the American Red Cross, Northern New Jersey Chapter, specifying that the donation shall be used for ongoing Superstorm Sandy relief efforts. CC shall provide written confirmation to the

Division that the CC Donation has been tendered. Upon receipt of acknowledgment of the CC Donation by the American Red Cross, Northern New Jersey Chapter, but no later than February 1, 2014, CC shall provide the Division with a true copy of the acknowledgment.

5. GENERAL PROVISIONS

5.1 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.

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

5.3 CC represents and warrants that it has been advised by legal counsel regarding the terms and effect of this Consent Order and that its questions and concerns have been fully addressed by counsel.

5.4 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.

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

5.6 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.

5.7 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.

5.8 This Consent Order shall be binding upon CC as well as its owners, officers, directors, managers, members, agents, servants, employees, representatives, subsidiaries, successors and assigns, and any entity or device through which it may now or hereafter act, as well as any Persons who have authority to control or who, in fact, control and direct its business.

5.9 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.

5.10 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 shall 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 CC; and (b) an admission by CC that any of its acts or practices described in or prohibited by this Consent Order are unfair or deceptive or violate the CFA, THSF or the WP Laws.

5.11 Neither the existence of, nor the terms of this Consent Order shall be deemed to constitute evidence or precedent of any kind except in: (a) an action or proceeding by one of the Parties to enforce, rescind or otherwise implement or affirm any or all of the terms herein; or (b) an action or proceeding involving a Released Claim (as defined in Section 6) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

5.12 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.

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

5.14 The Division represents and warrants that entering into this Consent Order shall not prohibit CC from registering with the Division as a temporary help service firm, as long as all other requirements for registration as a temporary help service firm have been fulfilled.

5.15 This Consent Order is a public document subject to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

5.16 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.

6. RELEASE

6.1 In consideration of the payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned upon CC's compliance with its terms, the Division hereby agrees to release CC from any and all civil claims or consumer related administrative claims, to the extent permitted by State law, which the Division could have brought prior to the Effective Date against CC for violations of the CFA and the THSF Laws arising out of the Investigation as well as any matters specifically addressed in Section 3 of this Consent Order ("Released Claims").

6.2 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 CC 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 CC by any other agency or subdivision of the State, including the New Jersey Department of Labor.

7. PENALTIES FOR FAILURE TO COMPLY

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

7.2 The Parties agree that any future violations of this Consent Order, the CFA and/or the THSF Laws shall constitute a second or succeeding violation under N.J.S.A. 56:8-13 and/or N.J.S.A. 34:8-61 and that CC may be liable for enhanced civil penalties.

8. COMPLIANCE WITH ALL LAWS

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

- (a) Relieving CC of its 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 the Division may otherwise have to obtain information, documents or testimony from CC 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 CC may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Division to obtain such information, documents or testimony.

9. NOTICES UNDER THIS CONSENT ORDER

9.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Division or CC 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 Division:

Patricia Schiripo, Deputy Attorney General
Assistant Chief, 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 CC:

Gordon J. Golum, Esq.
Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive
P.O. Box 10
Woodbridge, New Jersey 07095-0958
Telephone: (732) 636-8000

Ronald Junck, Esq.
Executive Vice President and General Counsel
Command Center, Inc.
3901 N. Schreiber Way
Coeur d'Alene, Idaho 83815
Telephone: (208) 773-7450 x4240

IT IS ON THE 4th DAY OF December 2013 SO ORDERED.

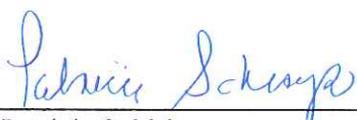
THOMAS R. CALCAGNI
FIRST ASSISTANT ATTORNEY GENERAL OF NEW JERSEY

By: 
ERIC T. KANEFSKY, DIRECTOR
DIVISION OF CONSUMER AFFAIRS

THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS
CONSENT ORDER ON THE DATES ADJACENT TO THEIR RESPECTIVE
SIGNATURES.

FOR THE DIVISION:

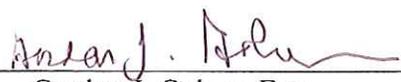
THOMAS R. CALCAGNI
FIRST ASSISTANT ATTORNEY GENERAL OF NEW JERSEY

By: 
Patricia Schiripo
Deputy Attorney General
124 Halsey Street – 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Telephone: (973) 648-7819

Dated: December 4, 2013

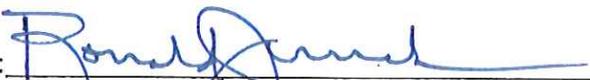
FOR THE RESPONDENT:

WILENTZ, GOLDMAN & SPITZER P.A.
GORDON J. GOLUM, ESQ.

By: 
Gordon J. Golum, Esq.
Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive
P.O. Box 10
Woodbridge, New Jersey 07095-0958
Telephone: (732) 636-8000

Dated: December 3, 2013

COMMAND CENTER, INC.:

By: 

Ronald Junck, Esq.
Executive Vice President and General Counsel
Command Center, Inc.
3901 N. Schreiber Way
Coeur d'Alene, Idaho 83815
Telephone: (208) 773-7450 x4240

Dated: Nov 25, 2013