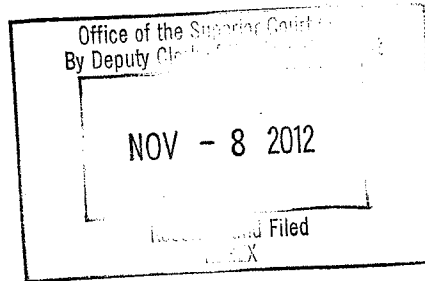


JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for Plaintiffs

By: Stacy-Ann T. Davy  
Deputy Attorney General  
(973) 648-7811

Martin B. Gandelman  
Deputy Attorney General  
[REDACTED] [REDACTED]



SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION: GENERAL  
EQUITY  
ESSEX COUNTY  
DOCKET NO. ESX-C- 258-12

JEFFREY S. CHIESA, Attorney General of the State of  
New Jersey, and ERIC T. KANEFKY, Acting Director of  
the New Jersey Division of Consumer Affairs,

Plaintiffs,

v.

ALEN SERVICE CORPORATION d/b/a LUKOIL; JANE  
AND JOHN DOES 1-10, individually and as owners,  
officers, directors, shareholders, founders, managers, agents,  
servants, employees, representatives and/or independent  
contractors of ALEN SERVICE CORPORATION d/b/a  
LUKOIL; and XYZ CORPORATIONS 1-10,

Defendants.

Civil Action

**COMPLAINT**

Plaintiffs Jeffrey S. Chiesa, Attorney General of the State of New Jersey ("Attorney  
General"), with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey, and Eric T.

Kanefsky, 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. During emergencies and major disasters, such as hurricanes, tropical storms, earthquakes, fires and floods, some merchants have taken unfair advantage of consumers by greatly increasing prices for certain merchandise, which are consumed or used as a direct result of an emergency or which are consumed or used to preserve, protect, or sustain the life health or safety or comfort of persons or their property, a practice commonly known as “price gouging.” When a declared state of emergency results in abnormal disruptions of the market, the New Jersey Legislature has found it in the public interest that excessive and unjustified price increases in the sale of certain merchandise, price gouging, be prohibited. See N.J.S.A. 56:8-107 and N.J.S.A. 56:8-109.

2. 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”) declared a State of Emergency in New Jersey (“State of Emergency”). In the wake of the State of Emergency and Sandy, defendant Alen Service Corporation d/b/a Lukoil (“Alen Service” or “Defendant”) engaged in price gouging in the sale of motor fuel. In so doing, Alen Service committed numerous violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”).

**PARTIES AND JURISDICTION**

3. The Attorney General is charged with the responsibility of enforcing the CFA. The Director is charged with the responsibility of administering the CFA on behalf of the Attorney General.

4. By this action, the Attorney General and Director (collectively, “Plaintiffs”) seek injunctive and other relief for violations of the CFA. 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/or 56:8-19. Venue is proper in Essex County, pursuant to R. 4:3-2, because it is the county in which Alen Service has conducted business.

5. Alen Service is a New Jersey corporation formed on or around September 14, 2001. Upon information and belief, at all relevant times, Alen Service has maintained a business address of 335 McCarter Highway, Newark, New Jersey 07114. Alen Service's President and registered agent is George Glore ("Glore"), who maintains a mailing address of 553 Bergen Boulevard, 2F, Ridgefield, New Jersey, 07657.

6. 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 Alen Service 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.

7. 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**

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

9. Hurricanes and 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.

10. 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 a State of Emergency.

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

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

13. 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.

14. 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.

15. 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.

16. 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.

17. Upon information and belief, at least twenty-three (23) New Jersey residents have died as a result of Sandy.

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

19. The widespread flooding and power outages forced the closure of motor fuel retailers in the State as well as prevented fuel deliveries to many of those retailers as well as retailers who otherwise could have been open for business. Such resulted in widespread and lingering shortages of motor fuel.

20. This situation left many New Jersey residents without an available source of motor fuel not only for transportation but also for other essential services, such as the operation of generators. Those New Jersey residents who were fortunate enough to find a retailer that was open and had fuel were forced to wait in line for several hours in lines that stretched for blocks.

21. On November 5, 2012, Governor Christie issued Executive Order No. 108 which declared a limited state of energy emergency with regard to the supply of motor fuel in Bergen, Essex, Hudson, Hunterdon, Middlesex, Morris, Monmouth, Passaic, Somerset, Sussex, Union and Warren Counties and implemented an odd-even gas rationing system.

22. Upon information and belief, deliveries of fuel to retailers in the State did not resume until several days following Sandy.

23. Upon information and belief, there was no appreciable increase in the cost of the motor fuel delivered to retailers in the State following Sandy.

**B. Defendant's Business Generally**

24. Upon information and belief, at all relevant times, Defendant has been engaged in the advertisement, offering for sale and/or sale of motor fuel to consumers.

25. At all relevant times, Defendant received deliveries of motor fuel, specifically gasoline and diesel fuel, from suppliers.

26. At all relevant times, Defendant paid its suppliers a per-gallon rate for motor fuel.

27. At all relevant times, Defendant advertised, offered for sale and/or sold motor fuel to consumers at a per-gallon rate higher than the rate paid to its suppliers.

28. At all relevant times, Defendant advertised, offered for sale and/or sold motor fuel at a higher price for credit card purchases compared to cash purchases.

**C. Defendant’s Excessive Prices For Regular Gasoline**

29. At all relevant times, Defendant received from its suppliers and advertised, offered for sale and/or sold to consumers unleaded 87 octane gasoline, commonly known as “regular gasoline” (“Regular Gasoline”).

30. Shown below is a chart, which upon information and belief, reflects the average price that Defendant advertised, offered for sale and/or sold Regular Gasoline to consumers:

<b>Time Period (Date &amp; Time)</b>	<b>Volume of Fuel Sold (Gallons)</b>	<b>Total Sales</b>	<b>Price For Consumers per Gallon</b>
10/26/12, 4:36 A.M.– 10/27/12, 4:30 A.M.	2,612.644	\$9,402.19	\$3.599
10/27/12, 4:30 A.M.- 10/28/12, 4:33 A.M.	2,042.990	\$7,352.19	\$3.599
	<b>State of Emergency</b>	<b>Declared</b>	<b>October 27 - 11:30 a.m.</b>
10/28/12, 4:33 A.M. - 10/29/12, 4:36 A.M.	1,593.704	\$5,740.87	\$3.602
10/29/12, 4:36 A.M. - 10/31/12, 4:34 A.M.	3,571.954	\$13,275.70	\$3.717
10/31/12, 4:34 A.M.- 11/01/12, 4:44 A.M.	1,100.456	\$4,346.42	\$3.950
11/01/12, 4:44 A.M.- 11/01/12, 6:54 A.M.	990.016	\$3,963.85	\$4.003
11/01/12, 6:54 A.M.- 11/02/12, 3:49 A.M.	3,031.314	\$12,988.84	\$4.285
11/02/12, 3:49 A.M.- 11/03/12, 4:37 A.M.	2,635.500	\$11,859.25	\$4.500
	<b>Subpoena Served on</b>	<b>Alen Service</b>	<b>November 2 – 1:00 p.m.</b>
11/03/12, 4:37 A.M.- 11/04/12, 4:31 A.M.	5,264.710	\$20,532.16	\$3.900
11/04/12, 4:31 A.M.- 11/05/12, 4:40 A.M.	4,623.429	\$18,029.79	\$3.900

31. Thus, from October 26, 2012, immediately prior to the State of Emergency, to November 2, 2012, after the State of Emergency had been declared and Sandy made landfall in New

Jersey, Defendant's average price for Regular Gasoline rose from \$3.599 per gallon to \$4.285 per gallon on November 1, 2012 and \$4.500 per gallon on November 2, 2012, reflecting increases of 11.23% and 25.03%, respectively, from the average price prior to the declaration of the State of Emergency.

32. Defendant did not lower its average price for Regular Gasoline until after it was served with a subpoena by the Division of Consumer Affairs ("Division") in this matter.

**D. Defendant's Excessive Prices For Premium Gasoline**

33. At all relevant times, Defendant received from its suppliers and advertised, offered for sale and/or sold to consumers unleaded 93 octane gasoline, commonly known as "super gasoline" or "premium gasoline" ("Premium Gasoline").

34. Shown below is a chart, which upon information and belief, reflects the average price that Defendant advertised, offered for sale and/or sold Premium Gasoline to consumers:

<b>Time Period (Date &amp; Time)</b>	<b>Volume of Fuel Sold (Gallons)</b>	<b>Total Sales</b>	<b>Price For Consumers per Gallon</b>
10/26/12, 4:36 A.M.- 10/27/12, 4:30 A.M.	438.383	\$1,755.08	\$4.006
10/27/12, 4:30 A.M.- 10/28/12, 4:33 A.M.	409.790	\$1,639.89	\$4.002
	<b>State of Emergency</b>	<b>Declared</b>	<b>October 27 - 11:30 a.m</b>
10/28/12, 4:33 A.M. - 10/29/12, 4:36 A.M.	277.249	\$1,108.70	\$3.999
10/29/12, 4:36 A.M. - 10/31/12, 4:34 A.M.	497.263	\$2,057.25	\$4.317
10/31/12, 4:34 A.M.- 11/01/12, 4:44 A.M.	455.748	\$2,053.76	\$4.506
11/01/12, 4:44 A.M.- 11/01/12, 6:54 A.M.	72.067	\$333.07	\$4.621
11/01/12, 6:54 A.M.- 11/02/12, 3:49 A.M.	523.864	\$2,519.28	\$4.809
11/02/12, 3:49 A.M.- 11/03/12, 4:37 A.M.	1,031.544	\$5,157.92	\$5.000
	<b>Subpoena Served on</b>	<b>Alen Service</b>	<b>November 2 - 1:00 p.m.</b>
11/03/12, 4:37 A.M.- 11/04/12, 4:31 A.M.	691.039	\$2,970.81	\$4.299
11/04/12, 4:31 A.M.- 11/05/12, 4:40 A.M.	444.479	\$1,910.84	\$4.299

35. Thus, from October 26, 2012, immediately prior to the State of Emergency, to November 2, 2012, after the State of Emergency had been declared and Sandy made landfall in New Jersey, Defendant's average price for Premium Gasoline rose from an average of \$4.006 per gallon to \$4.506 on October 31, 2012, \$4.809 per gallon on November 1, 2012 and \$5.000 on November 2, 2012, reflecting increases of 12.48%, 20.04%, and 24.81% , respectively, from the average price prior to the declaration of the State of Emergency.

36. Defendant did not lower its average price for Premium Gasoline until after it was served with a subpoena by the Division in this matter.

**E. Defendant's Excessive Prices For Plus Gasoline**

37. At all relevant times, Defendant advertised, offered for sale and/or sold to consumers unleaded midgrade octane gasoline, commonly known as "plus gasoline" ("Plus Gasoline").

38. Upon information and belief, at all relevant times, Defendant made Plus Gasoline by mechanically blending a mixture of Regular Gasoline and Premium Gasoline.

39. Shown below is a chart, which upon information and belief, reflects the average price that Defendant advertised, offered for sale and/or sold Plus Gasoline to consumers:

Time Period (Date & Time)	Volume of Fuel Sold (Gallons)	Total Sales	Price For Consumers per Gallon
10/26/12, 4:36 A.M.- 10/27/12, 4:30 A.M.	324.998	\$1,267.10	\$3.899
10/27/12, 4:30 A.M.- 10/28/12, 4:33 A.M.	318.826	\$1,243.04	\$3.899
	<b>State of Emergency</b>	<b>Declared</b>	<b>October 27 - 11:30 a.m</b>
10/28/12, 4:33 A.M. - 10/29/12, 4:36 A.M.	223.156	870.03	\$3.899
10/29/12, 4:36 A.M. - 10/31/12, 4:34 A.M.	509.239	\$1,985.44	\$3.899
10/31/12, 4:34 A.M.- 11/01/12, 4:44 A.M.	79.950	\$342.53	\$4.284
11/01/12, 4:44 A.M.- 11/01/12, 6:54 A.M.	86.605	\$380.97	\$4.399
11/01/12, 6:54 A.M.- 11/02/12, 3:49 A.M.	136.812	\$660.16	\$4.825
11/02/12, 3:49 A.M.- 11/03/12, 4:37 A.M.	245.201	\$1,201.23	\$4.899



	<b>Subpoena Served on</b>	<b>Alen Service</b>	<b>November 2 – 1:00 p.m.</b>
11/03/12, 4:37 A.M.- 11/04/12, 4:31 A.M.	615.132	\$2,582.93	\$4.199
11/04/12, 4:31 A.M.- 11/05/12, 4:40 A.M.	309.235	\$1,298.47	\$4.199

40. Thus, from October 26, 2012, immediately prior to the State of Emergency, to November 2, 2012, after the State of Emergency had been declared and Sandy made landfall in New Jersey, Defendant's average price for Plus Gasoline rose from \$3.899 per gallon to \$4.825 per gallon on November 1, 2012 and \$4.899 per gallon on November 2, 2012, reflecting increases of 23.75% and 25.65%, respectively, from the average price prior to the declaration of the State of Emergency.

41. Defendant did not lower its average price for Plus Gasoline until after it was served with a subpoena by the Division in this matter.

**F. Defendant's Excessive Prices For Diesel Fuel**

42. At all relevant times, Defendant advertised, offered for sale and/or sold to consumers ultra-low sulfur diesel motor fuel, commonly known as "diesel fuel" ("Diesel Fuel").

43. Shown below is a chart, which upon information and belief, reflects the average price that Defendant advertised, offered for sale and/or sold Diesel Fuel to consumers:

<b>Time Period (Date &amp; Time)</b>	<b>Volume of Fuel Sold (Gallons)</b>	<b>Total Sales</b>	<b>Price For Consumers per Gallon</b>
10/26/12, 4:36 A.M.- 10/27/12, 4:30 A.M.	241.305	\$1001.26	\$4.149
10/27/12, 4:30 A.M.- 10/28/12, 4:33 A.M.	42.371	\$173.68	\$4.099
	<b>State of Emergency</b>	<b>Declared</b>	<b>October 27 - 11:30 a.m.</b>
10/28/12, 4:33 A.M. - 10/29/12, 4:36 A.M.	114.972	\$474.45	\$4.127
10/29/12, 4:36 A.M. - 10/31/12, 4:34 A.M.	876.152	\$3591.35	\$4.099
10/31/12, 4:34 A.M.- 11/01/12, 4:44 A.M.	479.842	\$1992.32	\$4.152
11/01/12, 4:44 A.M.- 11/01/12, 6:54 A.M.	178.603	\$893.82	\$5.004
11/01/12, 6:54 A.M.- 11/02/12, 3:49 A.M.	1187.370	\$6471.60	\$5.450

11/02/12, 3:49 A.M.- 11/03/12, 4:37 A.M.	N/A	N/A	N/A
	<b>Subpoena Served on</b>	<b>Alen Service</b>	<b>November 2 – 1:00 p.m.</b>
11/03/12, 4:37 A.M.- 11/04/12, 4:31 A.M.	N/A	N/A	N/A
11/04/12, 4:31 A.M.- 11/05/12, 4:40 A.M.	N/A	N/A	N/A

44. Thus, from October 26, 2012, immediately prior to the State of Emergency, to November 2, 2012, after the State of Emergency had been declared and Sandy made landfall in New Jersey, Defendant's price for Diesel Fuel rose from an average of \$4.149 per gallon to \$5.450 per gallon on November 1, 2012, which is an increase of 31.36% from the average price of Plus Gasoline prior to the declaration of the State of Emergency.

45. Defendant did not lower its average price for Diesel Fuel until after it was served with a subpoena by the Division in this matter.

**F. Consumer Complaints As to Defendant**

46. From October 31, 2012 to November 5, 2012, the Division received approximately twenty-one (21) consumer complaints regarding the prices being charged by Defendant. Of these consumers, two (2) specifically stated that they recalled that Defendant was charging prices of between \$3.49 to \$3.59 per gallon for regular gas immediately prior to the storm.

**G. Defendant's Failure to Justify the Excessive Price Increases**

47. The Director served Alen Service with a subpoena demanding the production of documents reflecting any increased costs that would justify these price increases. Notwithstanding its having been given the opportunity to do so, Alen Service produced no documents justifying these increases.

**COUNT I**

**VIOLATION OF THE CFA (N.J.S.A. 56:8-109) BY DEFENDANT  
(EXCESSIVE PRICES DURING EMERGENCIES)**

48. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 47 as if more fully set forth herein.

49. 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).

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

51. The CFA states:

It shall be an unlawful practice for any person to sell or offer to sell during a state of emergency or within 30 days of the termination of a state of emergency, in the area for which the state of emergency has been declared, any merchandise which is consumed or used as a direct result of an emergency or which is consumed or used to preserve, protect, or sustain the life, health, safety or comfort of person or their property for a price that constitutes an excessive price increase.

[N.J.S.A. 56:8-109.]

52. At all relevant times, Defendant has been engaged in the advertisement, offering for sale and/or sale of merchandise consumed or used as a direct result of an emergency and/or which is consumed or used to preserve, protect, or sustain the life, health, safety or comfort of person or their property within the meaning of N.J.S.A. 56:8-109, specifically motor fuel.

53. An “excessive price increase” means:

A price that is excessive as compared to the price at which the consumer good or service was sold or offered for sale by the seller in the usual course of business immediately prior to the state of emergency. A price shall be deemed excessive if:

(1) The price exceeds by more than 10 percent the price at which the good or service was sold or offered for sale by the seller in the usual course of business immediately prior to the state of emergency, unless the price charged by the seller is attributable to additional costs imposed by the seller's supplier or other costs of providing the good or service during the state of emergency.

(2) In situations where the increase in price is attributable to additional costs imposed by the seller's supplier or additional costs of providing the good or services during the state of emergency, the price presents an increase of more than 10 percent in the amount of markup from cost, compared to the markup customarily applied by the seller in the usual course of business immediately prior to the state of emergency.

[N.J.S.A. 56:8-108]

54. On October 29, 2012, after Sandy made landfall in New Jersey and within thirty (30) days after the State of Emergency had been declared, Defendant sold Regular Gasoline, Plus Gasoline, Premium Gasoline and Diesel Fuel at prices more than 10 percent higher than on October 26, 2012, immediately prior to the State of Emergency, which constitutes an excessive price increase.

55. By offering for sale and/or selling motor fuel, specifically Regular Gasoline and Plus Gasoline on November 1, 2012 and November 2, 2012 at prices constituting an excessive price increase compared to Defendant's prices on October 26, 2012, immediately prior to the State of Emergency, Defendant has engaged in unlawful practices in violation of the CFA, specifically N.J.S.A. 56:8-109.

56. By offering for sale and/or selling motor fuel, specifically Premium Gasoline on October 31, 2012 through November 2, 2012 at prices constituting an excessive price increase compared to Defendant's prices on October 26, 2012, immediately prior to the State of Emergency,

Defendant has engaged in unlawful practices in violation of the CFA, specifically N.J.S.A. 56:8-109.

57. By offering for sale and/or selling motor fuel, specifically Diesel Fuel on November 1, 2012 at prices constituting an excessive price increase compared to Defendant's prices on October 26, 2012, immediately prior to the State of Emergency, Defendant has engaged in unlawful practices in violation of the CFA, specifically N.J.S.A. 56:8-109.

58. Each instance of Defendant offering for sale and/or selling motor fuel at a price constituting an excessive price increase constitutes a separate violation of the CFA, N.J.S.A. 56:8-109.

## COUNT II

### **VIOLATION OF THE CFA BY DEFENDANT (UNCONSCIONABLE COMMERCIAL PRACTICES)**

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

60. 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.]

61. In the operation of its business, Defendant has engaged in the use of unconscionable commercial practices.

62. Defendant has engaged in unconscionable commercial practices and deception including, but not limited to, the following:

- a. Advertising, offering for sale and/or selling motor fuel, specifically Regular Gasoline and Plus Gasoline and Premium Gasoline on November 1, 2012 and November 2, 2012 at prices constituting an excessive price increase compared to Defendant's prices on October 26, 2012, immediately prior to the State of Emergency;
  - b. Advertising, offering for sale and/or selling motor fuel, Premium Gasoline on October 31, 2012 through November 2, 2012 at prices constituting an excessive price increase compared to Defendant's prices on October 26, 2012, immediately prior to the State of Emergency; and
  - c. Advertising, offering for sale and/or selling motor fuel, specifically Diesel Fuel on November 1, 2012 at prices constituting an excessive price increase compared to Defendant's prices on October 26, 2012, immediately prior to the State of Emergency.
63. Each unconscionable commercial practice by Defendant constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.

**PRAYER FOR RELIEF**

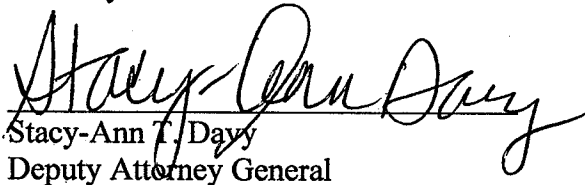
WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that the Court enter judgment against Defendant:

- (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.

JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

Dated: November 8, 2012  
Newark, New Jersey


By:

  
Stacy-Ann T. Dayy  
Deputy Attorney General

JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

Dated: November 8, 2012  
Newark, New Jersey

By:

  
Martin B. Gandelman  
Deputy Attorney General

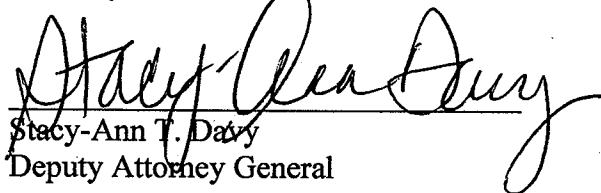
**RULE 4:5-1 CERTIFICATION**

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 certify that there is no other party who should be joined in this action at this time.

JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

Dated: November 8, 2012  
Newark, New Jersey

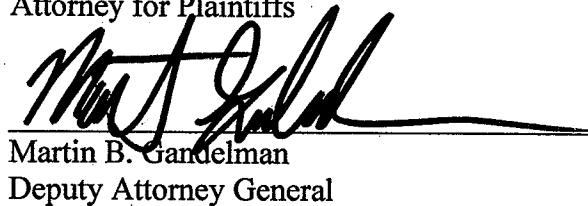
By:

  
Stacy-Ann T. Davy  
Deputy Attorney General

JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

Dated: November 8, 2012  
Newark, New Jersey

By:

  
Martin B. Gandelman  
Deputy Attorney General



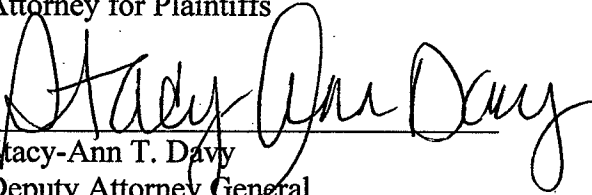
**RULE 1:38-7(c) CERTIFICATION OF COMPLIANCE**

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).

JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

Dated: November 8, 2012  
Newark, New Jersey

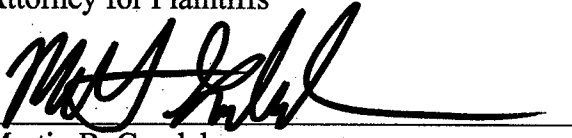
By:

  
Stacy-Ann T. Davy  
Deputy Attorney General

JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

Dated: November 8, 2012  
Newark, New Jersey

By:

  
Martin B. Gandelman  
Deputy Attorney General

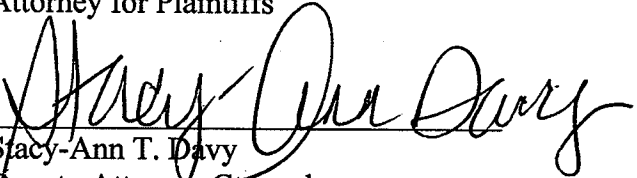
**DESIGNATION OF TRIAL COUNSEL**

Pursuant to Rule 4:25-4, Deputy Attorneys General Stacy-Ann T. Davy and Martin B. Gandelman are hereby designated as trial counsel for the Plaintiffs in this action.

JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

Dated: November 8, 2012  
Newark, New Jersey


By:

  
\_\_\_\_\_  
Stacy-Ann T. Davy  
Deputy Attorney General

JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

Dated: November 8, 2012  
Newark, New Jersey

By:

  
\_\_\_\_\_  
Martin B. Gandelman  
Deputy Attorney General