

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

**FILED**

**JUN 27 2013**

**Robert P. Contillo  
P.J.Ch.**

By: Kourtney J.A. Knop / Lorraine K. Rak  
Deputy Attorneys General

( [REDACTED] )

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
BERGEN COUNTY  
DOCKET NO.: BER-C-61-13

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

Plaintiffs,

v.

HURRICANE SANDY RELIEF FOUNDATION A  
NJ NONPROFIT CORPORATION, JOHN  
SANDBERG, CHRISTINA TERRACCINO,  
JANE AND JOHN DOES 1-10, individually and as  
owners, officers, directors, shareholders, founders,  
managers, agents, servants, employees,  
representatives and/or independent contractors of  
HURRICANE SANDY RELIEF FOUNDATION A  
NJ NONPROFIT CORPORATION, and XYZ  
CORPORATIONS 1-10,

Defendants.

Civil Action

**FINAL CONSENT JUDGMENT  
AND SETTLEMENT AGREEMENT**

The parties to this Action and Final Consent Judgment and Settlement Agreement  
("Consent Judgment and Agreement") are plaintiffs John J. Hoffman, Acting Attorney General of

the State of New Jersey (“Attorney General”), and Eric T. Kanefsky, Director of the New Jersey Division of Consumer Affairs (Director”), (collectively, “Plaintiffs”)<sup>1</sup> and defendants Hurricane Sandy Relief Foundation A NJ Nonprofit Corporation (“HSRF”), John Sandberg (“Sandberg”) and Christina Terraccino (“Terraccino”) (collectively, “Defendants”). As evidenced by their signatures below, Plaintiffs and Defendants (collectively, “Parties”) consent to entry of this Consent Judgment and Agreement and its provisions without trial or adjudication of any issue of fact or law, and without an admission by the Defendants that any of the alleged acts or practices set forth in the Complaint or this Consent Judgment and Agreement are unfair or deceptive or violate any of the consumer protection laws of the State.

#### **PRELIMINARY STATEMENT**

On February 21, 2013, Plaintiffs commenced this action by Order to Show Cause, alleging that Defendants violated the New Jersey Charitable Registration and Investigations Act, N.J.S.A. 45:17A-18 et seq. (“CRIA”), the regulations promulgated thereunder, N.J.A.C. 13:48-1.1 et seq. (“Charities Regulations”), the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”), and the New Jersey Nonprofit Corporation Act, N.J.S.A. 15A:1-1 et seq. (“Act”), through their commencement of charitable fundraising in the aftermath of the devastation caused by Tropical Storm Sandy (“Superstorm Sandy”).

Defendants have denied the allegations by way of their Answer to Plaintiffs’ Verified Complaint and opposition filed to the entry of an Order to Show Cause.

**IT IS HEREBY ORDERED, ADJUDGED AND AGREED AS FOLLOWS:**

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

## **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 and Agreement. 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 Judgment and Agreement.

## **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 and Agreement shall lie exclusively in the Superior Court of New Jersey, Chancery Division, Bergen County.

## **3. EFFECTIVE DATE**

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

## **4. DEFINITIONS**

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

4.1 "Account" shall refer to the interest bearing attorneys' trust account maintained by Scarinci Hollenbeck, counsel for HSRF.

4.2 "Action" refers to the action titled John J. Hoffman, et. al. v. Hurricane Sandy Relief Foundation, et. al. A NJ Nonprofit Corporation, et al., Superior Court of New Jersey, Chancery Division, Bergen County, Docket No. C-61-13, and all pleadings and proceedings

related thereto, including the Verified Complaint and the Answer to Plaintiffs' Verified Complaint.

4.3 "Advertisement" shall be defined in accordance with N.J.S.A. 56:8-1(a). This definition applies to other forms of the word "Advertisement" including, without limitation, "Advertise."

4.4 "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.

4.5 "Charitable Organization" shall be defined in accordance with N.J.S.A. 45:17A-20 and N.J.A.C. 13:48-1.3.

4.6 "Charitable Purpose" shall be defined in accordance with N.J.S.A. 45:17A-20 and N.J.A.C. 13:48-1.3.

4.7 "Contribution" shall be defined in accordance with N.J.S.A. 45:17A-20 and N.J.A.C. 13:48-1.3. This definition applies to other forms of the word "Contribution" including, without limitation, "Contribute."

4.8 "Division" and "Division of Consumer Affairs" shall refer to the New Jersey Division of Consumer Affairs.

4.9 "Form CRI-150" shall refer to the Long-Form Registration/Verification Statement.

4.10 "HSRF Website" shall refer to the HSRF website located at [www.sandyrelief.org](http://www.sandyrelief.org).

4.11 "Merchandise" shall be defined in accordance with N.J.S.A. 56:8-1(c) and includes the She Beads Sandy Relief Bracelet.

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

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

4.14 "Represent" shall mean to state or imply through claims, statements, questions, conduct, graphics, symbols, lettering, formats, devices, language, documents, messages or any other manner or means by which meaning might be conveyed.

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

4.16 "Sandystories Website" shall refer to Defendants' website located at www.sandystories.org.

4.17 "She Beads Website" shall refer to the website located at www.sbstore.com.

4.18 "Solicitation" or "Solicit" shall be defined in accordance with N.J.S.A. 47:17A-20 and N.J.A.C. 13:48-1.3. This definition also applies to other forms of the terms "Solicitation" and "Solicit" including, without limitation, "Soliciting."

## **5. COMPLIANCE OBLIGATIONS**

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 CRIA, the Charities Regulations, the CFA and the Act.

5.2 Defendants agree that they will not engage in the Solicitation of Contributions within the State by or on behalf of HSRF, among other things, through the HSRF Website, the Sandystories Website, the She Beads Website, any other Internet website, as well as any affiliated Facebook, Twitter and/or Google accounts.

5.3 Sandberg and Terraccino agree that they will not engage in the Solicitation of Contributions within the State for the Charitable Purpose of Superstorm Sandy relief, among

other things, through any other Superstorm Sandy relief-related domain names purchased by Sandberg on or about October 26, 2012.

5.4 Subject to the provisions of Sections 12.1 and 12.2, Sandberg and Terraccino agree that they will not serve as a principal, board member, trustee or in any other leadership position for a Charitable Organization operating or Soliciting within the State.

5.5 Sandberg and Terraccino agree that, pursuant to law, they will not Solicit any Contributions within the State on behalf of any entity if such is not registered as a Charitable Organization with the Division.

5.6 Sandberg and Terraccino agree that, pursuant to law, they will not Solicit any Contributions through the use of a name, symbol or statement that is closely related or similar to that used by another Charitable Organization in violation of N.J.S.A. 45:17A-32(c)(4) and N.J.A.C. 13:48-13.2(a)(4).

5.7 In the Solicitation of Contributions, Sandberg and Terraccino agree that, pursuant to law, they will not Represent that all Contributions will be applied to a Charitable Purpose and then fail to do so.

5.8 In the Solicitation of Contributions, Sandberg and Terraccino agree that, pursuant to law, they will not Represent that an organization has 501(c)(3) tax-exempt status, when such is not the case.

5.9 In the Solicitation of Contributions, Sandberg and Terraccino agree that, pursuant to law, they will not use, without authorization, the trademarks, trade names, service marks and/or logos of any entity.

5.10 In the Advertisement of any Merchandise on behalf of any entity, Sandberg and Terraccino agree that, pursuant to law, they will not Represent that a portion of the price paid for Merchandise can be deducted as a Contribution, if the entity is neither registered as a Charitable Organization nor a recognized 501(c)(3) tax-exempt organization.

## **6. DESIGNATION OF ORGANIZATION ADMINISTRATOR**

6.1 Subject to the general supervision of the Court and any specific directions it may make, Nancy E. Kelly is designated to serve as the Organization Administrator for HSRF. The Organization Administrator shall:

- a. Establish an HSRF bank account;
- b. Exercise control over the HSRF bank account, financial accounts, credit cards and gift cards and all Contributions, whether or not currently held in the Account;
- c. Have signatory authority for the HSRF bank account, financial accounts, credit cards and gift cards;
- d. Exercise control over all HSRF documents, including those relating to Contributions, disbursement of Contributions and applications for assistance whether made through the HSRF Website, or otherwise;
- e. Within thirty (30) days of designation, cause a letter to be sent on behalf of HSRF to all Persons who forwarded to Defendants applications for assistance, advising them that the Contributions to HSRF will be distributed in accordance with the terms of this Consent Judgment and Agreement;

f. Within forty-five (45) days of designation, provide an accounting to the Director of the Division regarding all bank accounts, financial accounts, credit cards, gift cards and all Contributions, whether or not currently held in the Account;

g. Within forty-five (45) days of designation, determine the amount owed, if any, by HSRF to PayPal;

h. Within sixty (60) days of designation, remit payment to PayPal of any amount owed by HSRF;

i. Within five (5) months of designation, distribute all Contributions made to HSRF to one or more Charitable Organization[s] registered with the Division having exempt status under Internal Revenue Code 501(c)(3) for the Charitable Purpose of Superstorm Sandy relief, except that Contributions specifically earmarked by Persons for Staten Island and/or New York City will be distributed to one or more charitable organization[s] registered in the State of New York and having exempt status under Internal Revenue Code 501(c)(3) for Superstorm Sandy relief;

j. Discuss any distributions referenced in subpart i with Sandberg and Terraccino and make distributions as he/she determines is appropriate;

k. Be compensated for his/her reasonable fees and costs by HSRF, in an amount not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000), subject to the Court's approval;

l. Within six (6) months of designation, arrange for the shut down of the HSRF Website, the SandyStories Website and/or any other Internet website maintained



by or on behalf of HSRF, as well as any other affiliated Facebook, Twitter and Google accounts; and

m. Within six (6) months of designation, arrange for the dissolution of HSRF as a corporate entity and wind down HSRF in a manner consistent with its Bylaws and New Jersey law.

6.2 Within twenty (20) days after the dissolution and winding down of HSRF, the Organization Administrator shall forward to Plaintiffs all original and copies of documents received by HSRF in connection with all Persons' applications for assistance. Upon receipt, Plaintiffs shall retain these documents for a period of one (1) year. Thereafter, Plaintiffs shall arrange for the secure destruction of these documents.

6.3 In the event the Organization Administrator designated in Section 6.1 notifies the Parties that he/she can no longer serve in that position, the Plaintiffs shall designate a successor to serve in that position.

## **7. SETTLEMENT AMOUNT**

7.1 The Parties have agreed to a settlement of the Action in the amount of Seventy Nine Thousand One Hundred Ninety-Five and 18/100 Dollars (\$79,195.18) ("Settlement Amount").

7.2 The Settlement Amount comprises Seventy-Two Thousand Four Hundred Thirty-Five and 00/100 Dollars (\$72,435.00) in attorneys' fees, and Six Thousand Seven Hundred Sixty and 18/100 Dollars (\$6,760.18) in investigative costs, pursuant to N.J.S.A. 45:17A-33(d), N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19.

7.3 For a period of four (4) years from the Effective Date, the Settlement Amount, shall be suspended and automatically vacated at the end of that period, provided:

- (a) Sandberg and Terraccino comply in all material respects with the compliance obligations set forth in Section 5;
- (b) Sandberg and Terraccino have made no material misstatements in connection with Sections 10.2 through 10.5; and
- (c) Sandberg and Terraccino comply in all material respects with Section 10.6.

7.4 In the event Sandberg and Terraccino materially fail to comply with Section 7.3(a)-(c), Plaintiffs shall provide them with notice seeking payment of the Settlement Amount. In any such notice, however, Plaintiffs shall provide Sandberg and Terraccino with the specific details of the alleged noncompliance, as well as any supporting documents, and shall afford them a fifteen (15) day period from receipt of such notice within which to cure any such noncompliance.

7.5 In the event of Sandberg's and Terraccino's failure to cure any such noncompliance, Plaintiffs may move on notice or by Order to Show Cause to have a Judgment entered for the Settlement Amount. Sandberg and Terraccino shall have a right to submit opposition to any motion or Order to Show Cause application filed by Plaintiffs and to contest same on any return date.

7.6 Plaintiffs shall seek entry of the Judgment referenced in Section 7.5 only as to those Defendants who have materially failed to comply with Section 7.3(a)-(c). Upon entry by the Court of any such Judgment, Plaintiffs shall then arrange for entry of such Judgment upon the Statewide docket.

7.7 Upon the request by or on behalf of Defendants and the vacating of the Settlement Amount, Plaintiffs shall provide Defendants with a Warrant of Satisfaction of the Settlement Amount. Such Warrant of Satisfaction shall have no effect upon Defendants' continuing obligations under any other provision of this Consent Judgment and Settlement Agreement.

## **8. DISMISSAL OF ACTION**

8.1 The entry of this Consent Judgment and Agreement constitutes a dismissal with prejudice of the Action.

## **9. GENERAL PROVISIONS**

9.1 This Consent Judgment and Agreement 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 and Agreement.

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

9.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Judgment and Agreement 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 and Agreement.

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

9.5 Except as otherwise explicitly provided for in this Consent Judgment and Agreement, 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 and Agreement is held invalid or unenforceable by operation of law, the remaining terms of this Consent Judgment and Agreement shall not be affected.

9.7 This Consent Judgment and Agreement 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 and Agreement avoid compliance with this Consent Judgment and Agreement.

9.8 This Consent Judgment and Agreement 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 and Agreement 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 Judgment and Agreement are unfair or deceptive or violate any of the consumer protection laws of the State. This Consent Judgment and Agreement 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 and Agreement; 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.

9.9 Nothing contained in this Consent Judgment and Agreement shall be construed to limit or otherwise affect the rights of any Persons who are not Parties to this Consent Judgment and Agreement 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 and Agreement 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 and Agreement.

#### **10. REPRESENTATIONS AND WARRANTIES**

10.1 The Parties Represent and warrant that their signatories to this Consent Judgment and Agreement have authority to act for and bind the respective Parties.

10.2 Sandberg and Terraccino Represent and warrant that other than the monetary Contributions of \$1,650.00 distributed prior to the commencement of this Action, all monetary Contributions received by or on behalf of HSRF have been provided to the Scarinci Hollebeck law firm for deposit into the Account.

10.3 Sandberg and Terraccino Represent and warrant that other than the \$13,596.53 previously delivered to the Scarinci Hollenbeck law firm for deposit into the Account, no other monetary Contributions received by or on behalf of HSRF have been applied to their expenses or provided to Anthony "Jezel" Yopez, except as payment for work he performed on behalf of HSRF.

10.4 Sandberg and Terracino Represent and warrant that no monetary Contributions received by or on behalf of HSRF have been applied to their personal use.

10.5 Sandberg and Terracino Represent and warrant that they are not in possession of any in-kind Contributions received by or on behalf HSRF.

10.6 Sandberg and Terracino Represent and warrant that they shall cooperate with the Organization Administrator by, among other things, promptly responding to requests for information and executing all necessary documents.

10.7 For a period of four (4) years from the Effective Date, Sandberg and Terracino Represent and warrant that within five (5) days of relocating to a new address or obtaining new telephone or facsimile numbers, they shall provide such updated information to the Plaintiffs in writing.

10.8 Plaintiffs Represent and warrant that the February 12, 2013 HSRF Form CRI-150 has been deemed withdrawn.

## **11. RELEASE**

11.1 In consideration of the undertakings, mutual promises and obligations provided for in this Consent Judgment and Agreement, 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 CRIA, the Charities Regulations, the CFA, and the Act as alleged in the Action, as well as the matters specifically addressed in this Consent Judgment (“Released Claims”).

11.2 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 Agreement; and (c) any claims against Defendants by any other agency or subdivision of the State.

**12. FUTURE CHARITABLE ORGANIZATIONS  
OWNED AND/OR OPERATED BY SANDBERG AND/OR TERRACCINO**

12.1 At any time after two (2) years from the Effective Date, Sandberg may make a written request to the Plaintiffs to serve as a principal, board member, trustee or in any other leadership position for a Charitable Organization operating or Soliciting within New Jersey. Such request shall include a certification under oath from Sandberg that he has committed no material violation of this Consent Judgment and Agreement for a period of not less than two (2) years prior to the date of the request. Upon Plaintiffs' confirmation that no material violation has occurred, Sandberg shall be able to serve in the requested position in such Charitable Organization.

12.2 At any time after two (2) years from the Effective Date, Terraccino may make a written request to the Plaintiffs to serve as a principal, board member, trustee or in any other leadership position for a Charitable Organization operating or Soliciting within New Jersey. Such request shall include a certification under oath from Terraccino that she has committed no material violation of this Consent Judgment and Agreement for a period of not less than two (2) years prior to the date of the request. Upon Plaintiffs' confirmation that no material violation has occurred, Terraccino shall be able to serve in the requested position in such Charitable Organization.

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

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

13.2 The Parties agree that any future violations of the compliance obligations of this Consent Judgment and Agreement, the CRIA, the Charities Regulations, the CFA and/or the Act shall constitute second or succeeding violations under N.J.S.A. 45:17A-33(d), N.J.A.C. 13:48-14.1(a)(1) and N.J.S.A. 56:8-13 and that Defendants may be liable for enhanced civil penalties.

### **14. COMPLIANCE WITH ALL LAWS**

14.1 Except as provided in this Consent Judgment and Agreement, 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.

### **15. NOTICES UNDER THIS CONSENT JUDGMENT AND AGREEMENT**

15.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Parties pursuant to this Consent Judgment and Agreement 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:

Lorraine K. Rak, Deputy Attorney General  
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 - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

For Defendant HSRF:

Robert E. Levy, Esq.  
Scarinci Hollenbeck  
1100 Valley Brook Avenue  
P.O. Box 790  
Lyndhurst, New Jersey 07071-0790

For Defendants Sandberg and Terraccino:

Edward J. Dauber, Esq.  
Greenberg Dauber Epstein & Tucker, PC  
One Gateway Center, Suite 600  
Newark, New Jersey 07072-5324

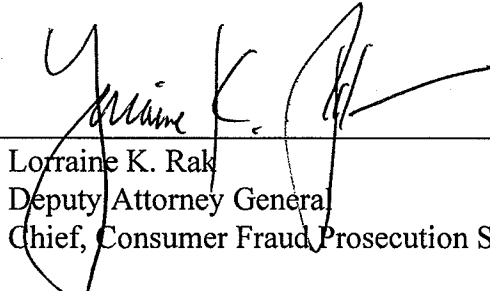
IT IS ON THE 27<sup>th</sup> DAY OF June 2013 SO ORDERED,  
ADJUDGED AND DECREED.

  
\_\_\_\_\_  
HON. ROBERT P. CONTILLO, P.J.Ch.


JOINTLY APPROVED AND  
SUBMITTED FOR ENTRY:

FOR THE PLAINTIFFS:

JOHN J. HOFFMAN  
ACTING ATTORNEY GENERAL OF NEW JERSEY

By:   
Lorraine K. Rak  
Deputy Attorney General  
Chief, Consumer Fraud Prosecution Section


Dated: June 27, 2013

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


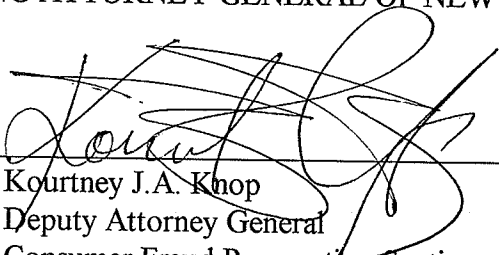
JOHN J. HOFFMAN  
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: \_\_\_\_\_  
Kourtney J.A. Knop  
Deputy Attorney General  
Consumer Fraud Prosecution Section

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

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


JOHN J. HOFFMAN  
ACTING ATTORNEY GENERAL OF NEW JERSEY

By:   
Kourtney J.A. Knop  
Deputy Attorney General  
Consumer Fraud Prosecution Section

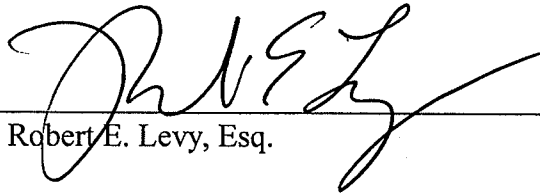
Dated: June 21, 2013

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



FOR DEFENDANT HSRF:

SCARINCI HOLLENBECK

By:  \_\_\_\_\_  
Robert E. Levy, Esq.

Dated: 6/27/13, 2013

1100 Valley Brook Avenue  
P.O. Box 790  
Lyndhurst, New Jersey 07071-0790  
Telephone: (201) 896-4100

HSRF

By: \_\_\_\_\_  
Christina Terraccino, President

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

FOR DEFENDANTS SANDBERG AND TERRACCINO:

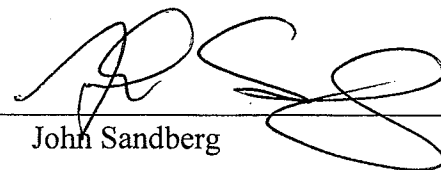
GREENBERG DAUBER EPSTEIN & TUCKER, PC

By: \_\_\_\_\_  
Edward J. Dauber, Esq.

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

One Gateway Center, Suite 600  
Newark, New Jersey 07102-5324  
Telephone: (973) 643-3700

JOHN SANDBERG

By:  \_\_\_\_\_  
John Sandberg

Dated: 6/21/13, 2013

FOR DEFENDANT HSRF:

SCARINCI HOLLENBECK

By: \_\_\_\_\_ Dated: \_\_\_\_\_, 2013  
Robert E. Levy, Esq.

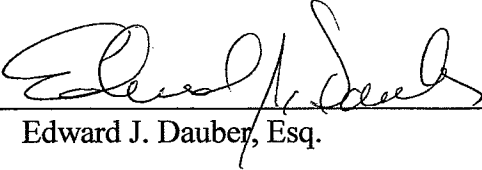
1100 Valley Brook Avenue  
P.O. Box 790  
Lyndhurst, New Jersey 07071-0790  
Telephone: (201) 896-4100

HSRF

By: \_\_\_\_\_ Dated: \_\_\_\_\_, 2013  
Christina Terraccino, President

FOR DEFENDANTS SANDBERG AND TERRACCINO:

GREENBERG DAUBER EPSTEIN & TUCKER, PC

By:  \_\_\_\_\_ Dated: June 27, 2013  
Edward J. Dauber, Esq.

One Gateway Center, Suite 600  
Newark, New Jersey 07102-5324  
Telephone: (973) 643-3700

JOHN SANDBERG

By: \_\_\_\_\_ Dated: \_\_\_\_\_, 2013  
John Sandberg

CHRISTINA TERRACCINO

By: \_\_\_\_\_  
Christina Terraccino

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

Chief, Consumer Fraud Prosecution Section

124 Halsey Street - 5<sup>th</sup> Floor

P.O. Box 45029

Newark, New Jersey 07101

██████████ ██████████ ██████████

JOHN J. HOFFMAN  
ACTING ATTORNEY GENERAL OF NEW JERSEY

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

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

Kourtney J.A. Knop  
Deputy Attorney General  
Consumer Fraud Prosecution Section

124 Halsey Street - 5<sup>th</sup> Floor

P.O. Box 45029

Newark, New Jersey 07101

██████████ ██████████

FOR DEFENDANT HSRF:

SCARINCI HOLLENBECK

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

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

Robert E. Levy, Esq.

1100 Valley Brook Avenue

P.O. Box 790

Lyndhurst, New Jersey 07071-0790

Telephone: (201) 896-4100

HSRF

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

Dated: 6/23/13, 2013

Christina Terraccino, President

FOR DEFENDANTS SANDBERG AND TERRACCINO:

GREENBERG DAUBER EPSTEIN & TUCKER, PC

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

Edward J. Dauber, Esq.

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

One Gateway Center, Suite 600  
Newark, New Jersey 07102-5324  
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JOHN SANDBERG

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

John Sandberg

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

CHRISTINA TERRACCINO

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

Christina Terraccino

Dated: 6/23/13, 2013