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Filed
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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
PASSAIC COUNTY
DOCKET NO.: PAS-C-37-12

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,

Civil Action

v.

LENCORE LEASING, INC., d/b/a NORTH
JERSEY AUTO MALL and, LENNY BELOT
and JANE AND JOHN DOES 1-10,
individually and as owners, officers, directors,
founders, managers, agents, servants,
employees, representatives and/or independent
contractors of LENCORE LEASING INC.,
d/b/a NORTH JERSEY AUTO MALL and
DCH MOTORS and XYZ CORPORATIONS
1-10.

Defendants.

FINAL CONSENT JUDGMENT

The Parties to this Action and Final Consent Judgment (the "Parties") are plaintiffs 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 (collectively, "Plaintiffs")¹, and Lencore Leasing, Inc., d/b/a North Jersey Auto Mall ("Lencore Leasing") and Lenny Belot ("Belot") (collectively "Defendants"). As evidenced by their signatures below, the Parties do consent to the entry of this Final Consent Judgment ("Consent Judgment") 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. The Parties consent to the entry of this Consent Judgment to avoid the expenses and uncertainty associated with further investigation and/or litigation.

PRELIMINARY STATEMENT

On May 8, 2012, Plaintiffs commenced this Action by Order to Show Cause, alleging violations by Defendants of, and seeking recovery under, the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), the Used Car Lemon Law, N.J.S.A. 56:8-67 et seq. ("UCLL") and the Regulations Governing Motor Vehicle Advertising Practices, N.J.A.C. 13:45A-1.1. et seq. ("Motor Vehicle Advertising Regulations"). Defendants have denied the allegations.

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

IT IS HEREBY ORDERED, ADJUDGED AND AGREED AS FOLLOWS:

1. JURISDICTION

1.1 The Parties admit jurisdiction of this Court over the subject matter and over the Parties for the purpose of entering into this Consent Judgment. The Court retains jurisdiction for the purpose of enabling the Parties to apply to this Court at any time for such further orders and relief

¹ This action was commenced on behalf of Jeffrey S. Chiesa, former New Jersey Attorney General. Pursuant to R. 4:34-4, the caption has been revised to reflect the current Attorney General.

as may be necessary for the construction, modification, enforcement, execution or satisfaction of this Consent Judgment.

2. VENUE

2.1 Pursuant to N.J.S.A. 56:8-8, venue as to all matters between the Parties hereto relating to or arising out of this Consent Judgment shall lie exclusively in the Superior Court of New Jersey, Chancery Division, Passaic County.

3. EFFECTIVE DATE

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

4. DEFINITIONS

As used in this Consent Judgment, the following words or terms shall have the following meanings:

4.1 “Action” refers to the action entitled John J. Hoffman, et al. v. Lencore Leasing, et al, Superior Court of New Jersey, Chancery Division, Passaic County, Docket No. PAS-C-37-12, and all pleadings and proceedings related thereto.

4.2 “ADR Unit” refers to the Alternative Dispute Resolution Unit of the Division.

4.3 “Additional Consumer[s]” shall refer to any Consumer who submits to the Division directly or through CALA or another agency, after the Effective Date, a complaint concerning Defendants’ business practices.

4.4 “Advertisement” shall be defined in accordance with N.J.S.A. 56:8-1(a) and includes the Websites. For purposes of the Motor Vehicle Advertising Regulations, “Advertisement” shall be defined in accordance with N.J.A.C. 13:45A-26A.3 and includes the Websites. These definitions

apply to other forms of the word "Advertisement" including without limitation, "Advertise" and "Advertised."

4.5 "Affected Consumer[s]" shall refer to the Consumers with existing complaints against Defendants listed on Exhibit A. The Affected Consumers have agreed to resolve their complaints exclusively by means of binding arbitration through the ADR Unit.

4.6 "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.

4.7 "CALA" shall refer to Consumer Affairs Local Assistance offices located within counties and/or municipalities in the State.

4.8 "Clearly and Conspicuously" shall mean a statement that, regardless of the medium in which it is made, is presented in such size, color, contrast, duration, location and audibility, compared to the other information with which it is presented, that it is readily apparent and understandable and in language and terms used in accordance with their common or ordinary usage and meaning. If such statement modifies, explains or clarifies other information with which it is presented, it must be presented in proximity to the information it modifies, explains or clarifies and in a manner that is readily apparent and understandable.

4.9 "Consumer" shall refer to any Person who is offered Merchandise for Sale.

4.10 "Division" or "Division of Consumer Affairs" shall refer to the New Jersey Division of Consumer Affairs.

4.11 "Lencore Leasing Website" shall refer to Defendants' websites located at www.lencoregroup.com and www.northjerseyautmall.com.

4.12 "Merchandise" shall be defined in accordance with N.J.S.A. 56:8-1(c)

4.13 "Motor Vehicle" shall be defined in accordance with N.J.A.C. 13:45A-26A-3, for purposes of the Motor Vehicle Advertising Regulations.

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

4.15 "Represent" means 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. This definition applies to other forms of the word "Represent" including, without limitation, "Representation" and "Misrepresent."

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

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

4.18 "State" shall refer to the State of New Jersey.

4.19 "Used Motor Vehicle" shall be defined in accordance with N.J.A.C. 13:45A-26F.2.

4.20 "Websites" mean the Lencore Leasing Website and any other websites maintained by or on behalf of Defendants, or which is used by Defendants for the Advertisement of Motor Vehicles and/or Used Motor Vehicles, including, but not limited to, www.eBay.com and www.autotrader.com.

5. BUSINESS PRACTICES AND INJUNCTIVE RELIEF

5.1 Defendants shall not engage in any unfair or deceptive acts or practices in the conduct of their business in the State and shall comply with all applicable State and/or Federal laws, rules and regulations as now constituted or as may hereafter be amended including, but not limited to, the CFA, the Used Car Lemon Law and the Motor Vehicle Advertising Regulations.

5.2 In their Advertisement of a Used Motor Vehicle, Defendants shall Clearly and Conspicuously disclose the Motor Vehicle's prior use, when such prior use is known or should have been known by Defendants, unless previously and exclusively owned or leased by individuals for their personal use, in accordance with N.J.A.C. 13:45A-26A.5(b)(2).

5.3 In their Advertisement of a Used Motor Vehicle, Defendant shall Clearly and Conspicuously disclose whether a Motor Vehicle had been previously damaged and that substantial repair or body work has been performed on it when Defendants know or should have known of such repair or body work, in accordance with N.J.A.C. 13:45A-26A.7(a)(7).

5.4 If Defendants provide disclosure of prior use and/or prior damage to a Motor Vehicle via Carfax (or similar vehicle history report), Defendants shall Clearly and Conspicuously identify the link as Carfax (or similar vehicle history report), along with a designation of "Free Vehicle History Report" within the description of the Motor Vehicle on the Websites.

5.5 In their Advertisement of Used Motor Vehicles through the Websites, Defendants shall not use any photographs that obscure or make misleading any material fact about any Used Motor Vehicle being depicted.

5.6 Defendants shall not Misrepresent the condition of a Used Motor Vehicle offered for Sale (e.g. stating that a Used Motor Vehicle was in "pristine condition" when it had serious mechanical defects and flaws).

5.7 Defendants shall not Represent that a Used Motor Vehicle offered for Sale includes certain equipment (e.g. navigational system), when such is not the case.

5.8 In their Advertisement of Used Motor Vehicles, Defendants shall include the statement that "price(s) include(s) all costs to be paid by consumer, except for licensing costs,

registration fees, and taxes,” in accordance with N.J.A.C. 13:45A-26A.5(a)(2).

5.9 In their offering for Sale of Used Motor Vehicles, Defendants shall disclose, prior to Sale, any known material defect in the mechanical condition of the Used Motor Vehicle, as required by N.J.S.A. 56:8-68(a).

5.10 In their offering for Sale of Used Motor Vehicles, Defendants shall not Represent that a Used Motor Vehicle is free from material defects in mechanical condition at the time of Sale, unless Defendants have a reasonable basis for this Representation at the time it is made, as required by N.J.S.A. 56:8-68(c).

5.11 In their offering for Sale of Used Motor Vehicles, Defendants shall not Represent that a Used Motor Vehicle is sold with a warranty, when such is not the case, as is required by N.J.S.A. 56:8-68(h). This shall not prevent Defendants from later negotiating terms of a sale that do not include a warranty so long as the Consumer is notified, in writing, that the final negotiated terms do not include a warranty.

5.12 In their offering for Sale of Used Motor Vehicles, Defendants shall not Misrepresent the terms of any written warranty, as is required by N.J.S.A. 56:8-68(e).

5.13 In their offering for Sale of Used Motor Vehicles, Defendants shall not sell Used Motor Vehicles “as is” without obtaining the appropriate waivers from Consumers, as is required by N.J.S.A. 56:8-73.

6. RESTITUTION

6.1 Attached as Exhibit A is a list prepared by the Division that sets forth the amount of requested relief by the Affected Consumers.

6.2 If Defendants do not dispute the Affected Consumer’s complaint and requested relief,

Defendants' written response shall so inform the Affected Consumer. Where Restitution concerns the reversal of credit or debit card charges, Defendants shall include documents evidencing that such adjustments have been made. Where Restitution concerns a refund or other payment, such shall be made by bank check, money order or other guaranteed funds made payable to the Affected Consumer.

6.3 If Defendants dispute the Affected Consumer's complaint and/or requested relief, Defendants' written response shall include copies of all documents in Defendants' possession concerning Defendants' dispute of the complaint.

6.4 Within forty-five (45) days of the Effective Date, Defendants shall provide the Division with written notification of each Affected Consumer whose complaint has been resolved. Such notification shall also include the following:

- (a) The Restitution provided as to each such Affected Consumer;
- (b) The efforts Defendants have undertaken to locate an Affected Consumer whose Restitution was returned as undeliverable; and
- (c) Confirmation that Defendants sent all mailings to the Affected Consumer as required by this Section.

Following the Division's receipt of such notification, the complaint of each Affected Consumer who received Restitution shall be deemed closed for purposes of this Consent Judgment.

6.5 If Defendants have not notified the Division that an Affected Consumer's complaint has been resolved within sixty (60) days of the Effective Date or if an Affected Consumer refuses Defendants' offer of Restitution, the Division shall forward such complaint to the ADR Unit for binding arbitration. Defendants agree herein to consent to this arbitration process and to be bound by the arbitrator's decision. Defendants further agree to be bound by the immunity provisions of the

New Jersey Arbitration Act, N.J.S.A. 2A:23B-14, and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. The Division shall notify any such Affected Consumer of the referral of the complaint to the ADR Unit. Thereafter, the arbitration shall proceed in accordance with the ADR Guidelines. (A copy of the ADR Guidelines are attached as Exhibit B).

6.6 If an Affected Consumer refuses to participate in the ADR program, that Affected Consumer's complaint shall be deemed closed for the purposes of this Consent Judgment.

6.7 The Parties may agree in writing to alter any time periods or deadlines set forth in this Section.

7. ADDITIONAL CONSUMER COMPLAINTS

7.1 For a period of one (1) year from the Effective Date, the Division shall forward to Defendants copies of any Additional Consumer complaints. The Division shall forward to Defendants such complaints within thirty (30) days of the Division's receipt thereof.

7.2 After forwarding to Defendants the complaints of the Additional Consumers, the Division shall notify the Additional Consumers, in writing, of the following: (a) that their complaints have been forwarded to Defendants; (b) that they should expect a response from Defendants within thirty (30) days from the date of the notice; and (c) their right to refer their complaints to the ADR Unit for binding arbitration if Defendants dispute the complaint and/or requested relief.

7.3 Within thirty (30) days of receiving the Additional Consumer complaint from the Division, Defendants shall send a written response to each Additional Consumer, with a copy sent by first class mail, fax or email to the following: New Jersey Division of Consumer Affairs, Office of Consumer Protection, Case Management Tracking Supervisor, 124 Halsey Street, P.O. Box

45025, Newark, New Jersey 07101, fax number: 973-648-3139, cmt@dca.lps.state.nj.us.

7.4 If Defendants do not dispute the Additional Consumer's complaint and requested relief, Defendants' written response shall so inform the Additional Consumer. Where Restitution concerns the reversal of credit or debit card charges, Defendants shall include documents evidencing that such adjustments have been made. Where Restitution concerns a refund or other payment, such shall be made by bank check, money order or other guaranteed funds made payable to the Additional Consumer.

7.5 If Defendants dispute the Additional Consumer's complaint and/or requested relief, Defendants' written response shall include copies of all documents concerning Defendants' dispute of the complaint.

7.6 Within forty-five (45) days of receiving from the Division an Additional Consumer complaint, Defendants shall provide the Division with written notification of each Additional Consumer whose complaint has been resolved. Such notification shall also include the following:

- (a) The Restitution provided as to each such Additional Consumer;
- (b) The efforts Defendants have undertaken to locate an Additional Consumer whose Restitution was returned as undeliverable; and
- (c) Confirmation that Defendants sent all mailings to the Additional Consumer as required by this Section.

Following the Division's receipt of such notification, the complaint of each Additional Consumer who received Restitution shall be deemed closed for purposes of this Consent Judgment.

7.7 If Defendants have not notified the Division that an Additional Consumer's complaint has been resolved within sixty (60) days of receiving the Additional Consumer complaint from the Division or if an Additional Consumer refuses Defendants' offer of Restitution, the Division shall

forward such complaint to the ADR Unit for binding arbitration. Defendants agree herein to consent to this arbitration process and to be bound by the arbitrator's decision. Defendants further agree to be bound by the immunity provisions of the New Jersey Arbitration Act, N.J.S.A. 2A:23B-14, and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. The Division shall notify any such Additional Consumer of the referral of the complaint to the ADR Unit. Thereafter, the arbitration shall proceed in accordance with the ADR Guidelines.

7.8 If an Additional Consumer refuses to participate in the ADR program, that Additional Consumer's complaint shall be deemed closed for the purposes of this Consent Judgment.

7.9 The Parties may agree in writing to alter any time periods or deadlines set forth in this Section.

8. SETTLEMENT AMOUNT

8.1 The Parties have agreed to a settlement of the Action in the amount of One Hundred Sixteen Thousand and 00/100 Dollars (\$116,000.00) ("Settlement Amount").

8.2 The Settlement Amount comprises Seventy-Nine Thousand and 00/100 Dollars in (\$79,000.00) in civil penalties, pursuant to N.J.S.A. 56:8-13, Twenty-Nine Thousand and 00/100 Dollars (\$29,000.00) in reimbursement of the Plaintiffs' attorneys' fees, pursuant to N.J.S.A. 56:8-19, and Eight Thousand and 00/100 Dollars (\$8,000.00) in reimbursement of the Plaintiffs' investigative costs, pursuant to N.J.S.A. 56:8-11.

8.3 The Defendants shall pay Sixty-Six Thousand and 00/100 Dollars (\$66,000.00) of the Settlement Amount ("Settlement Payment") according to the following schedule:

- (a) Defendants shall pay Five Thousand and 00/100 Dollars (\$5,000.00) on or before the Effective Date;

- (b) Defendants shall pay Ten Thousand and 00/100 Dollars (\$10,000.00) within ninety (90) days of the Effective Date.
- (c) Commencing on January 1, 2014, Defendants shall make thirty-six (36) payments of One Thousand Four Hundred Sixteen and 66/100 Dollars (\$1,416.66) on the first day of each month until December 1, 2016.

8.4 All payments made pursuant to satisfying the Settlement Payment shall be made by a certified or cashier's check made payable to "New Jersey Division of Consumer Affairs" and forwarded to:

Jeffrey Koziar, Deputy Attorney General
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

8.5 Upon making 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 Division pursuant to the terms herein.

8.6 If Defendants are in default of this Consent Judgment for any reason and have not cured such default within the period provided in Section 8.8, upon written request by Plaintiffs, Defendants agree to supply updated certified financial information on a quarterly basis until the Settlement Payment is satisfied.

8.7 For a period of one (1) year from the Effective Date, the Fifty Thousand and 00/100 Dollars (\$50,000.00) balance of the Settlement Amount, which comprises civil penalties, pursuant

to N.J.S.A. 56:8-13 ("Suspended Penalty"), shall be suspended and automatically vacated at the end of that period, provided:

- (a) Defendants comply with the restraints and conditions set forth in this Consent Judgment;
- (b) Defendants comply with the provisions under Section 6 regarding the resolution of disputes with Affected Consumers;
- (c) Defendants comply with the requirements of Section 7; and
- (d) Defendants make the Settlement Payment as required under Section 8.3.

8.8 In the event Defendants fail to comply with Section 8.7, the entire Suspended Penalty shall be immediately due and payable upon notice by the Plaintiffs. In any such notice, however, Plaintiffs shall provide Defendants with the specific details of the alleged noncompliance and Defendants shall be afforded a fifteen day (15) day period within which to cure any such noncompliance concerning non-monetary issues and a ten (10) day period within which to cure any such noncompliance concerning a monetary issue ("Cure Period"). In the event that Defendants cure the noncompliance within the Cure Period, the Suspended Penalty shall return to its suspended status. If Plaintiffs contend that Defendants have not cured any alleged noncompliance during the Cure Period, Plaintiffs may move on Notice of Motion or by Order to Show Cause to have a Judgment entered for the Suspended Penalty. Defendants shall have the right to submit opposition to any Motion or Order to Show Cause application filed by Plaintiffs and to contest same on any return date.

9. GENERAL PROVISIONS

9.1 This Consent Judgment is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Consent

Judgment.

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

9.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Judgment and the rule that uncertainty or ambiguity is to construed against the drafter shall not apply to the construction or interpretation of this Consent Judgment.

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

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

9.6 This Consent Judgment shall be binding upon the Parties as well as their successors in interest. In no event shall assignment of any right, power or authority under this Consent Judgment be used to avoid compliance with this Consent Judgment.

9.7 Except as otherwise explicitly provided in this Consent Judgment, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

9.8 This Consent Judgment is agreed to by the Parties and entered into for settlement purposes only. Neither the fact of, nor any provision contained in, this Consent Judgment nor any action taken hereunder shall constitute, or be construed as: (a) an approval, sanction or authorization by the Attorney General, the Division or any other governmental unit of the State of any act or practice of the Defendants; and (b) an admission by the Defendants that any of their acts or practices

described in or prohibited by this Consent Judgment are unfair or deceptive or violate any of the Consumer protection laws of the State. This Consent Judgment is not intended, and shall not be deemed, to constitute evidence or precedent of any kind except in: (a) any action or proceeding by one of the Parties to enforce, rescind or otherwise implement or affirm any or all of the terms of this Consent Judgment; or (b) any action or proceeding involving a Released Claim (as defined in Section 10) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense. The Parties acknowledge and agree that they are entering into this settlement in order to avoid the expenses and uncertainty of trial. Accordingly, this settlement does not constitute an admission by Defendants of liability or merit of the claims or defenses that have been or could have been asserted herein. In fact, Defendants deny and allegations and claims against them.

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

9.10 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Consent Judgment may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Judgment.

10. RELEASE

10.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Judgment and conditioned on Defendants providing Restitution in the manner specified in Sections 6 and 7 and making the Settlement Payment in the manner specified in Section 8, 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 Defendant for violations of the CFA, the UCLL and the Motor Vehicle Advertising Regulations, as alleged in the Action, as well as the matters specifically addressed in this Consent Judgment (“Released Claims”).

10.2 Notwithstanding any term of this Consent Judgment, the following do not comprise Released Claims: (a) private rights of action, except as to the Affected Consumers, which matters shall be resolved only through ADR, provided however, that nothing herein shall prevent Defendants from raising the defense of set-off against any Affected Consumer or Additional Consumer who has received Restitution; (b) actions to enforce this Consent Judgment; and (c) any claims against Defendants by any other agency or subdivision of the State.

11. FORBEARANCE ON EXECUTION AND DEFAULT

11.1 Defendants agree to pay all reasonable attorneys’ fees and costs including, but not limited to Court costs, associated with any successful collection efforts by the Plaintiffs pursuant to this Consent Judgment.

11.2 On or before the Effective Date, and continuing until their obligations under this Consent Judgment are completed, Defendants shall provide the Plaintiffs with a writing containing their current address, telephone number and facsimile number for service of any document in the event of default. Within five (5) days of relocating to a new address or obtaining new telephone or facsimile numbers, Defendant shall provide such information in writing to the Plaintiffs.

11.3 In the event of Defendants’ default under Sections 5, 6, 7 and/or 8 of this Consent Judgment, service upon Defendants shall be effective upon mailing a notice via First Class Mail to their most current address and the sending the same notice by facsimile transmission. Alternatively, Plaintiffs may effect service in the manner provided under Section 14.1.

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 Judgment 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 Judgment, the CFA, the UCLL and/or the Motor Vehicle Advertising Regulations shall constitute a second or succeeding violation under N.J.S.A. 56:8-13 and that Defendants may be liable for enhanced civil penalties.

13. COMPLIANCE WITH ALL LAWS

13.1 Except as provided in this Consent Judgment, 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 JUDGMENT

14.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Plaintiffs or Defendants pursuant to this Consent Judgment shall be sent by 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

IT IS ON THE 22nd DAY OF OCTOBER, 2013 SO ORDERED,
ADJUDGED AND DECREED.



HON. MARGARET MARY MCVEIGH, J.S.C

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR THE PLAINTIFFS:

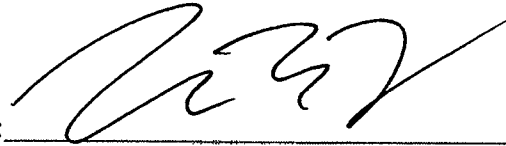
JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY

By:  _____ Dated: 10-21, 2013

Jeffrey Koziar
Deputy Attorney General
Consumer Fraud Prosecution Section

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

FOR DEFENDANTS:

By:  _____ Dated: 10-18-, 2013

Brian E. Fleisig, Esq.
The Fleisig Law Firm, LLC
330 Changebridge Road
Suite 101
Pine Brook, New Jersey 07058
(973) 265-2922

LENORE LEASING, INC. d/b/a NORTH JERSEY AUTO MALL AND DCH MOTORS

By: *Lenny Belot* Dated: 10/18/2013, 2013
Lenny Belot
[REDACTED]

LENNY BELOT

By: *Lenny Belot* Dated: 10/18/2013, 2013
Lenny Belot
[REDACTED]