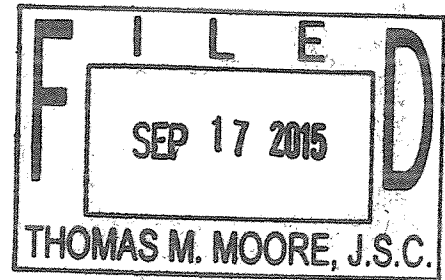


JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Plaintiffs



By: Lorraine K. Rak (035771985)
Deputy Attorney General
Chief, Consumer Fraud Prosecution

JOHN J. HOFFMAN, Acting Attorney General of the State of New Jersey, and STEVE C. LEE, Acting Director of the New Jersey Division of Consumer Affairs,

Plaintiffs,

v.

CROWN TRAVEL SERVICE INC. d/b/a CLUB ABC TOURS; ABC DESTINATIONS LLC; ROBERT S. PARIS; THOMAS H. PARIS; JANE AND JOHN DOES 1-20, individually and as owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors of CROWN TRAVEL SERVICE INC. d/b/a CLUB ABC TOURS and/or ABC DESTINATIONS LLC; and XYZ CORPORATIONS 1-20,

Defendants.

CROWN TRAVEL SERVICE INC. d/b/a CLUB ABC TOURS; ABC DESTINATIONS LLC; ROBERT S. PARIS; and THOMAS H. PARIS,

Third-Party Plaintiffs,

v.

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY; TWIN CITY FIRE INSURANCE CO; and AMTRUST INTERNATIONAL UNDERWRITERS LIMITED,

Third-Party Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, ESSEX COUNTY
DOCKET NO. ESX-C-161-13

Civil Action

FINAL CONSENT JUDGMENT

The parties to this Action and Final Consent Judgment (“Consent Judgment”) are plaintiffs John J. Hoffman, Acting Attorney General of the State of New Jersey, and Steve C. Lee, Acting Director of the New Jersey Division of Consumer Affairs (“Director”)¹ (collectively, “Plaintiffs”), and defendants Crown Travel Service, Inc. d/b/a Club ABC Tours (“Crown Travel Service”), ABC Destinations LLC (“ABC Destinations”), Robert S. Paris (“R. Paris”) and Thomas H. Paris (“T. Paris”) (collectively, “Defendants”). As evidenced by their signatures below, the Plaintiffs and the Defendants (collectively, “Parties”) do consent to the entry of this 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 entry of this Consent Judgment to avoid the expenses and uncertainty associated with further investigation and/or litigation.

PRELIMINARY STATEMENT

Plaintiffs commenced this Action on August 13, 2013, and then, on August 16, 2013, filed a First Amended Complaint, alleging violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”), as well as the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 et seq. (“Advertising Regulations”), arising from the Defendants’ Advertisement, offering for Sale and Sale of Travel Packages through Club ABC Tours and ABC Destinations. Plaintiffs alleged that the Defendants engaged in unconscionable commercial practices, misrepresentations, false promises and knowing omissions of material fact, among other things, by: (1) continuing to solicit Consumers and accepting payments for Travel Packages when, in fact Club ABC Tours was insolvent at least as of December 31, 2008, and ABC Destinations appeared insolvent at least as of June 30, 2012; (2) accepting Consumer payments but then failing to provide

¹ This action was commenced on behalf of the Attorney General and Eric T. Kanefsky, former Director. In accordance with R. 4:34-4, the caption has been revised to reflect the current Acting Director.

the Travel Packages; and (3) abruptly ceasing business operations on October 1, 2012, leaving at least 52 Consumers stranded in Italy and over 200 Consumers without the Travel Packages for which they paid thousands of dollars. The Defendants have denied the allegations.

The Court has reviewed the terms of this 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 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.

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, Essex 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

4.1 As used in this Consent Judgment, 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:

4.2 “Action” shall refer to the matter titled John J. Hoffman, Acting Attorney General of the State of New Jersey, and Steve C. Lee, Acting Director of the New Jersey Division of Consumer Affairs v. Crown Travel Service Inc. d/b/a Club ABC Tours, ABC Destinations, LLC, Robert S. Paris and Thomas H. Paris, Superior Court of New Jersey, Chancery Division, Essex County, Docket No. ESX-C-161-13, and all pleadings and proceedings related thereto, including the First Amended Complaint, filed August 16, 2013, and the Defendants’ Answer and Third Party Complaint, filed January 6, 2014.

4.3 “Advertisement” shall be defined in accordance with N.J.S.A. 56:8-1(c), for purposes of the CFA, and in accordance with N.J.A.C. 13:45A-9.1 et seq., for purposes of the Advertising Regulations. These definitions apply to other forms of the word “Advertisement” Including “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 “Clear and Conspicuous” or “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 in 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 in a manner that is readily apparent and understandable.

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

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

4.8 “Including” shall be construed as broadly as possible and shall mean “without limitation.”

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

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

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

4.12 “Restitution” shall refer to the payments to be made to Consumers pursuant to Section 6.

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

4.14 “Travel Insurance” shall refer to any travel insurance policies that any of the Defendants make available to Consumers in conjunction with Travel Packages.

4.15 “Travel Packages” shall refer to all inclusive travel packages Including airfare, hotel accommodations, airport to hotel transfers, destination excursions and/or cruises.

5. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

5.1 The 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, Including the CFA and the Advertising Regulations.

5.2 The Defendants shall not accept payment from a Consumer for a Travel Package, and then fail to provide some or all of the Merchandise for which he/she paid (i.e. airfare, hotel accommodations).

5.3 The Defendants shall not accept payment for a Travel Package, and then fail to remit funds to vendors for those accommodations, thereby failing to book or otherwise secure the accommodations.

5.4 The Defendants shall not Advertise Travel Insurance as a “Cancel-For-Any Reason”

travel protection program, if such is not the case.

5.5 The Defendants shall Clearly and Conspicuously disclose to Consumers, in Advertisements and otherwise, any exclusions from coverage for Travel Insurance.

5.6 The Defendants shall remit Consumer payments for Travel Insurance to the insurer or administrator, as appropriate, in order to ensure that coverage is in place when the Consumer embarks on his/her Travel Package.

5.7 Within forty-eight (48) hours following a Defendant's receipt of a telephone call, e-mail or letter from a Consumer complaining about a Travel Package and/or Travel Insurance provided by such Defendant, that Defendant shall acknowledge receipt of the Consumer's complaint, and within a reasonable time thereafter, shall provide a written response to the Consumer's complaint.

5.8 Defendant Crown Travel Service will no longer Advertise, offer for Sale and/or sell Travel Packages and Travel Insurance.

5.9 Defendant ABC Destinations will no longer Advertise, offer for Sale and/or sell Travel Packages and Travel Insurance.

5.10 Within nine (9) months following the Effective Date, the Defendants shall arrange for the dissolution of Crown Travel Service, Including winding down of its affairs and filing a certificate of dissolution with the New Jersey Division of Revenue.

5.11 Within nine (9) months following the Effective Date, the Defendants shall arrange for the dissolution of ABC Destinations, Including winding down of its affairs and filing a certificate of cancellation with the New Jersey Division of Revenue.

5.12 In the event Defendants require additional time to comply with Sections 5.10 and/or 5.11, Defendants will provide written notification to Plaintiffs with an explanation as to why

additional time is necessary, as well as an anticipated date by which the affairs of Crown Travel Service and/or ABC Destinations will be wound down and dissolved. Once Defendants provide such written notification, Defendants' failure to wind down and dissolve Crown Travel Service and/or ABC Destinations within nine (9) months shall not constitute a violation of this Consent Judgment.

6. SETTLEMENT PAYMENT

6.1 On or before the Effective Date, the Defendants shall pay Five Hundred Twenty-Five Thousand and 00/100 Dollars (\$525,000.00) ("Settlement Payment").

6.2 The Settlement Payment comprises Restitution, pursuant to the CFA, N.J.S.A. 56:8-8; and reimbursement of Plaintiffs' attorneys' fees and investigative costs, pursuant to the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19.

6.3 Defendants shall make the Settlement Payment by attorneys' trust account check, certified or cashier's check, wire transfer, money order or credit card made payable to "New Jersey Division of Consumer Affairs" and forwarded to:

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

6.4 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 Plaintiffs pursuant to the terms herein.

6.5 Plaintiffs shall determine and distribute Restitution in their sole discretion. Any monies remaining after the Restitution process is complete, shall be retained by Plaintiffs as additional attorneys' fees and/or investigative costs.

7. SUSPENDED CIVIL PENALTY AS TO R. PARIS AND T. PARIS

7.1 For a period of two (2) years from the Effective Date, One Hundred Nineteen Thousand and 00/100 Dollars (\$119,000.00) in civil penalties assessed against R. Paris and T. Paris, pursuant to N.J.S.A. 56:8-13, shall be suspended subject to the conditions set forth in Section 7.2 ("Suspended Penalty").

7.2 The Suspended Penalty shall be vacated, provided:

- a. R. Paris and/or T. Paris comply in all material respects with the restraints and conditions set forth in Section 5;
- b. R. Paris and/or T. Paris do not engage in any acts or practices in violation of the CFA and/or the Advertising Regulations;
- c. R. Paris and/or T. Paris make the Settlement Payment in the manner required under Sections 6.1 and 6.3; and
- d. R. Paris and T. Paris submit a written request to the Division, in accordance with Section 7.3.

7.3 At any time on or after two (2) years from the Effective Date, R. Paris and T. Paris may each make a separate written request to the Plaintiffs to vacate the Suspended Penalty. Such request shall include a certification under oath from the requesting party that he has satisfied the requirements of Sections 7.2(a), (b) and (c). Within fifteen (15) days of their receipt of such certification, Plaintiffs shall confirm, in writing, that the Suspended Penalty has been vacated as to the requesting party.

7.4 In the event that either R. Paris or T. Paris fails to comply with Sections 7.2(a), (b) and/or (c), Plaintiffs shall provide the non-compliant party with written notice of default or

noncompliance (“Notice of Noncompliance”) seeking payment of the Suspended Penalty as well as any unpaid portion of the Settlement Payment. In any such Notice of Noncompliance, however, Plaintiffs shall provide the non-compliant party with the specific details of the non-compliant party’s alleged noncompliance, as well as any supporting documents, and shall afford the non-compliant party a twenty (20) day period from receipt of the Notice of Noncompliance within which to cure any such default or noncompliance.

7.5 In the event of the non-compliant party’s failure to cure any such default or noncompliance, Plaintiffs may move on Notice of Motion or Order to Show Cause to have a judgment entered against the non-compliant party for the entire Suspended Penalty as well as any unpaid portion of the Settlement Payment. The non-compliant party 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.

7.6 Upon entry by the Court of any such judgment, Plaintiffs shall then arrange for entry of such judgment upon the Statewide docket.

7.7 Any non-compliance with Sections 7.2(a), (b) and/or (c) by either R. Paris or T. Paris shall not constitute: (a) a violation of Sections 7.2(a), (b) and/or (c) by the compliant party; (b) a basis for Plaintiffs to seek payment of the Suspended Penalty from the compliant party; and (c) a basis for Plaintiffs to decline to vacate the Suspended Penalty as to the compliant party, provided that the compliant party has met the requirements of Section 7.3. Any violation of the CFA and/or the Advertising Regulations by an entity, including a corporation, partnership or business, not owned, managed or controlled by R. Paris or T. Paris shall not provide a basis for Plaintiffs to seek payment of the Suspended Penalty.

8. DISMISSAL OF ACTION

8.1 The entry of this Consent Judgment constitutes a dismissal with prejudice of the Action as between Plaintiffs and Defendants provided, however, that the Court shall retain jurisdiction to enforce the terms of this Consent Judgment.

8.2 The entry of this Consent Judgment in no way affects the claims asserted by Defendants as to Hartford Life and Accident Insurance Company, Twin City Fire Insurance Co. and AmTrust International Underwriters Limited in the Action.

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 of New Jersey.

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 be 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 Except as otherwise explicitly provided for 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.

9.6 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.

9.7 This Consent Judgment 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 avoid compliance with this Consent Judgment.

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 or are governed by 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.

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

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

9.11 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 making the Settlement Payment in the manner referenced in Section 6, Plaintiffs hereby agree to release the 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 the Defendants for violations of the CFA and the Advertising Regulations as alleged in the Action, as well as the matters specifically addressed in Section 5 of the 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, however, nothing prevents the Defendants from raising the defense of set off against a Consumer who has received Restitution; (b) actions to enforce this Consent Judgment; and (c) any claims against the Defendants by any other agency or subdivision of the State.

11. BUSINESSES OWNED AND/OR OPERATED BY R. PARIS AND/OR T. PARIS

11.1 On or before the Effective Date, R. Paris and T. Paris shall provide written notification to Plaintiffs of all current addresses from which they, whether individually or through any business organization, conduct business, within and outside of New Jersey.

11.2 For a period of two (2) years from the Effective Date, R. Paris shall provide written notification to Plaintiffs of plans to: (a) open, close or relocate any retail office and/or business locations owned, operated and/or managed by R. Paris in New Jersey; and/or (b) Advertise, offer for Sale and/or sell Merchandise to Consumers in New Jersey, along with a description of the

Merchandise. R. Paris shall provide such notification at least thirty (30) days prior to the effective date of any such change. Once R. Paris provides such written notification, R. Paris shall not be required under subsection (b) to provide written notification of every individual Advertisement, offer for Sale and/or Sale of Merchandise to Consumers in New Jersey.

11.3 For a period of two (2) years from the Effective Date, T. Paris shall provide written notification to Plaintiffs of plans to: (a) open, close or relocate any retail office and/or business locations owned, operated and/or managed by T. Paris in New Jersey; and/or (b) Advertise, offer for Sale and/or sell Merchandise to Consumers in New Jersey, along with a description of the Merchandise. T. Paris shall provide such notification at least thirty (30) days prior to the effective date of any such change. Once T. Paris provides such written notification, T. Paris shall not be required under subsection (b) to provide written notification of every individual Advertisement, offer for Sale and/or Sale of Merchandise to Consumers in New Jersey.

12. FORBEARANCE ON EXECUTION AND DEFAULT

12.1 R. Paris agrees to pay all reasonable attorneys' fees and costs, Including Court costs, associated with any successful collection or enforcement efforts by the Plaintiffs concerning his conduct after the Effective Date pursuant to this Consent Judgment.

12.2 T. Paris agrees to pay all reasonable attorneys' fees and costs, Including Court costs, associated with any successful collection or enforcement efforts by the Plaintiffs concerning his conduct after the Effective Date pursuant to this Consent Judgment.

12.3 On the Effective Date and for a period of two (2) years thereafter, R. Paris and T. Paris shall each independently provide the Plaintiffs with a list containing their current addresses (street and mailing), telephone numbers and facsimile numbers to be used by the Plaintiffs for service of process in the event of default. Within five (5) days of relocating to a new address or

obtaining a new telephone or facsimile number, R. Paris and T. Paris shall provide such information, in writing, to the Plaintiffs. In the event of the default of either R. Paris and/or T. Paris under Section 7 of this Consent Judgment, service upon R. Paris and/or T. Paris shall be effective upon mailing a notice via First Class Mail accompanied by a confirmed receipt facsimile transmission sent to the most current address and facsimile number provided by R. Paris and/or T. Paris provided, however, that service upon R. Paris shall not be deemed effective service on T. Paris and vice versa. Alternatively, Plaintiffs may effect service in the manner provided under Section 15.1.

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, seek payment of the Suspended Penalty as well as attorneys' fees and costs for violations of this Consent Judgment or both.

13.2 The Plaintiffs and Defendants agree that any future violations of the provisions of Section 5 of this Consent Judgment shall constitute a second or succeeding violation under N.J.S.A. 56:8-13 and that the Defendants may be liable for enhanced civil penalties.

14. COMPLIANCE WITH ALL LAWS

14.1 Except as provided in this Consent Judgment, no provision herein shall be construed as:

- (a) Relieving the 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 the 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 the 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

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

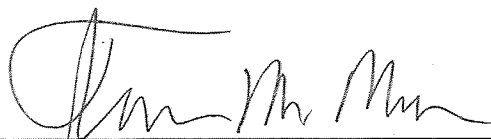
Lorraine K. Rak, Deputy Attorney General
Chief, Consumer Fraud Prosecution Section
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

For the Defendants:

Michael A. Baldassare, Esq.
Baldassare & Mara, LLC
570 Broad Street – Suite 900
Newark, New Jersey 07102

Matthew M. Riccardi, Esq.
Richards Kibbe & Orbe, LLP
200 Liberty Street
New York, New York 10281-1003

IT IS ON THE 17th DAY OF Sept 2015, SO ORDERED, ADJUDGED
AND DECREED.



HON. THOMAS M. MOORE, J.S.C.

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

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

Dated: September 15, 2015

FOR THE DEFENDANTS:

BALDASSARE & MARA, LLC

By: _____

Michael A. Baldassare, Esq.

570 Broad Street – Suite 900
Newark, New Jersey 07102
Telephone: (973) 200-4066

Dated: _____, 2015

RICHARDS KIBBE & ORBE, LLP

By: _____

Matthew M. Riccardi, Esq.

200 Liberty Street
New York, New York 10281-1003
Telephone: (212) 530-1810

Dated: _____, 2015

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

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

Dated: _____, 2015

FOR THE DEFENDANTS:

BALDASSARE & MARA, LLC

By: _____

Michael A. Baldassare, Esq.

570 Broad Street – Suite 900
Newark, New Jersey 07102
Telephone: (973) 200-4066

Dated: 9/1, 2015

RICHARDS KIBBE & ORBE, LLP

By: _____

Matthew M. Riccardi, Esq.

200 Liberty Street
New York, New York 10281-1003
Telephone: (212) 530-1810

Dated: _____, 2015

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

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

Dated: _____, 2015

FOR THE DEFENDANTS:

BALDASSARE & MARA, LLC

By: _____

Michael A. Baldassare, Esq.

570 Broad Street – Suite 900
Newark, New Jersey 07102
Telephone: (973) 200-4066

Dated: _____, 2015

RICHARDS KIBBE & ORBE, LLP

By:  _____

Matthew M. Riccardi, Esq.

200 Liberty Street
New York, New York 10281-1003
Telephone: (212) 530-1810

Dated: _____, 2015


Newark, New Jersey 07102
Telephone: (973) 200-4066

RICHARDS KIBBE & ORBE, LLP

By: _____
Matthew M. Riccardi, Esq.

Dated: _____, 2015


200 Liberty Street
New York, New York 10281-1003
Telephone: (212) 530-1810
CROWN TRAVEL SERVICE INC.
D/B/A CLUB ABC TOURS

By:  _____
Thomas H. Paris, Co-President

Dated: 8/29/2015, 2015



ABC DESTINATIONS LLC

By:  _____
Thomas H. Paris, Member

Dated: 8/29/2015, 2015



ROBERT S. PARIS

By: _____
Robert S. Paris

Dated: _____, 2015



2015

Matthew M. Riccardi, Esq.

200 Liberty Street

New York, New York 10281-1003

Telephone: (212) 530-1810

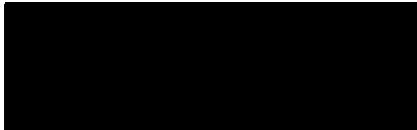
CROWN TRAVEL SERVICE INC.

D/B/A CLUB ABC TOURS

By: _____
2015

Dated: _____

Thomas H. Paris, Co-President

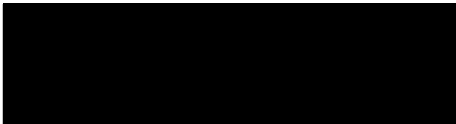


ABC DESTINATIONS LLC

By: _____
2015

Dated: _____

Thomas H. Paris, Member



ROBERT S. PARIS

By: _____
2015

Dated: 8/26/2015

Robert S. Paris

