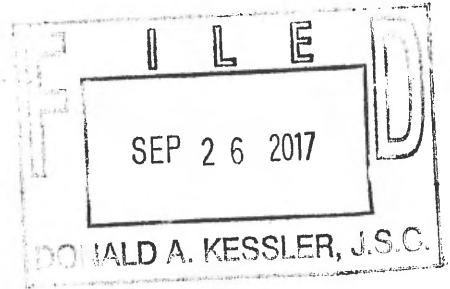


CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Division of Consumer Affairs



By: Cathleen O'Donnell (002311999)
Deputy Attorney General
(973) 648-4802

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, OCEAN COUNTY
DOCKET NO. ESX-C-140-17

CHRISTOPHER S. PORRINO, Attorney
General of the State of New Jersey,
and SHARON M. JOYCE, Acting Director
of the New Jersey Division of Consumer
Affairs,

Civil Action

Plaintiffs,

v.

SPRING COMMUNICATIONS HOLDING, INC.
d/b/a AT&T AUTHORIZED RETAILER, SPRING
COMMUNICATIONS AND SPRING MOBILE, JANE
AND JOHN DOES individually and/or as
owners, officers, directors,
shareholders, founders, members,
managers, agents, servants, employees,
representatives and/or independent
contractors of SPRING COMMUNICATIONS
HOLDING, INC., d/b/a AT&T AUTHORIZED
RETAILER, SPRING COMMUNICATIONS AND
SPRING MOBILE, and XYZ CORPORATIONS 1-
10,

FINAL CONSENT JUDGMENT

Defendant.

The parties to this Action and Final Consent Judgment
("Consent Judgment") are plaintiffs Christopher S. Porrino,
Attorney General of the State of New Jersey, and Sharon M. Joyce,

Acting Director of the New Jersey Division of Consumer Affairs (collectively, "Plaintiffs"),¹ and defendant Spring Communications Holding, Inc. d/b/a AT&T Authorized Retailer, Spring Communications and Spring Mobile ("Spring Mobile" or "Defendant") (collectively, "Parties"). As evidenced by their signatures below, the Parties 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 expense and uncertainty associated with further investigation and/or litigation.

PRELIMINARY STATEMENT

Plaintiffs commenced this Action on June 15, 2017, alleging that Defendant violated the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), including the portion of the CFA concerning the Sale or Offer for Sale of Merchandise without a Tag or Label with the Total Selling Price, N.J.S.A. 56:8-2.5 et seq. ("Merchandise Pricing Statute"), and the Refund Policy Disclosure Act, N.J.S.A. 56:8-2.14 et seq., arising from its Sale of an assortment of Merchandise Including car chargers, cell phone cases, car dash ports, earbuds, selfie sticks, tablet covers, USB Cables,

¹ In accordance with R. 4:34-4, the caption has been revised to reflect the current Acting Director.

wall ports, wireless charging pads, wireless fitness wristbands, wireless head phones, and wireless speakers.

Specifically, Plaintiffs alleged that Defendant failed to post refund signs in eight (8) Spring Mobile Stores and failed to include pricing on one thousand three hundred fifty-three (1,353) items in twenty-four (24) Spring Mobile Stores. Defendant has 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

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:

4.1 "Action" shall refer to the matter titled Christopher s. Porrino, Attorney General of the State of New Jersey, and Sharon M. Joyce, Acting Director of the New Jersey Division of Consumer Affairs v. Spring Communications Holding, Inc. d/b/a AT&T Authorized Retailer, Spring Communications and Spring Mobile, Superior Court of New Jersey, Chancery Division, Essex County, Docket No. ESX-C-140-17, and all pleadings and proceedings related thereto, including the Verified Complaint, filed June 15, 2017.

4.2 "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.

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

4.4 "Include[s]" and "Including" shall be construed as broadly as possible and shall mean "without limitation."

4.5 "Merchandise" shall be defined in accordance with N.J.S.A. 56:8-1(c) and Includes AT&T Wireless products and services.

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

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

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

4.9 "Spring Mobile Stores" shall refer to the retail locations owned and/or operated by Spring Mobile in New Jersey.

5. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

5.1 Defendant shall not engage in any unfair or deceptive acts or practices in the conduct of its 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 the CFA, the Merchandise Pricing Statute and the Refund Act.

5.2 Defendant shall not sell, attempt to sell or offer for Sale Merchandise at the Spring Mobile Stores unless the total selling price of such Merchandise is plainly marked by a stamp, tag, label or sign affixed to the Merchandise or located at the point where the Merchandise is offered for Sale, as required by N.J.S.A. 56:8-2.5.

5.3 Defendant shall conspicuously post its refund policy in at least one of four locations in its Spring Mobile Stores, as required by the Refund Act, specifically N.J.S.A. 56:8-2.16.

6. SETTLEMENT PAYMENT

6.1 On or before the Effective Date, Defendant shall pay Sixty Thousand and 00/100 Dollars (\$60,000.00) ("Settlement Payment"), pursuant to N.J.S.A. 56:8-11, N.J.S.A. 56:8-13, and N.J.S.A. 56:8-19.

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

Cathleen O'Donnell, Deputy Attorney General
Consumer Fraud Prosecution Section
State of New Jersey
Department of Law and Public Safety
Division of Law
124 Halsey Street- 5th Floor
Newark, New Jersey 07101

6.3 Upon making the Settlement Payment, Defendant 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.

7. DISMISSAL OF ACTION

7.1 The entry of this The entry of this Consent Judgment constitutes a dismissal with prejudice of the Action provided,

however, that the Court shall retain jurisdiction to enforce the terms of the Consent Judgment.

8. GENERAL PROVISIONS

8.1 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.

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

8.3 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.

8.4 This Consent Judgment contains the entire agreement between 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 Parties.

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

8.6 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.

8.7 This Consent Judgment shall be binding upon Defendant's employees, representatives, successors in interest and assigns, and any Person through which it may now or hereafter act, as well as any Persons who have authority to control or who, in fact, control and direct its business. In no event shall assignment of any right, power or authority under this Consent Judgment be used to avoid compliance with this Consent Judgment.

8.8 This Consent Judgment is entered into by the Parties for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Judgment 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 Defendant; and (b) an admission by Defendant that any of its acts or practices described in or prohibited by this Consent Judgment are unfair or deceptive or violate the CFA, the Merchandise Pricing Statute and/or the Refund Act.

8.9 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 6) to support a defense of

res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

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

8.11 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.

8.12 The Parties represent and warrant that an authorized representative of each has signed this Consent Judgment with full knowledge, understanding and acceptance of its terms and that the representative has done so with authority to legally bind the respective Party.

9. RELEASE

9.1 In consideration of the payments, undertakings, mutual promises and obligations provided for in this Consent Judgment and conditioned on Defendant making the Settlement Payment in the manner specified in Section 6, the Division hereby agrees to release Defendant from any and all civil claims or Consumer-related administrative claims, to the extent permitted by State law, which the Division could have brought prior to the Effective Date against Defendant for violations of the CFA arising from the Investigation, as well as the matters specifically addressed in this Consent Judgment ("Released Claims").

9.2 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 (c) any claims against Defendant by any other agency or subdivision of the State.

10. PENALTIES FOR FAILURE TO COMPLY

10.1 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.

11. COMPLIANCE WITH ALL LAWS

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

- a. Relieving Defendant of its obligation to comply with all State and Federal laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or
- b. Limiting or expanding any right the Division may otherwise have to obtain information, documents or testimony from Defendant 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 Defendant may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Division to obtain such information, documents or testimony.

12. NOTICES UNDER THIS CONSENT JUDGMENT

12.1 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 United States mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides tracking services and identification of Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Division:

Cathleen O'Donnell, Deputy Attorney General
Consumer Fraud Prosecution Section
State of New Jersey
Department of Law and Public Safety
Division of Law
124 Halsey Street- 5th Floor
Newark, New Jersey 07101

For the Defendant:

Kevin H. Marino, Esq.
Marino, Tortorella & Boyle, P.C.
437 Southern Boulevard
Chatham, New Jersey 07928-1488

IT IS ON THE 26th DAY OF September, 2017 SO ORDERED,
ADJUGED AND DECREED.

By: 

~~HON. DONALD A. KESSLER, J.S.C.~~

WALTER KOPROWSKI, JR., P.J.Ch.

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR THE DIVISION:

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY

By: Cathleen O'Donnell
Cathleen O'Donnell
Deputy Attorney General
Consumer Fraud Prosecution Section
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
(973) 648-4801

Dated: September 25, 2017

FOR THE DEFENDANT:

MARINO, TORTORELLA & BOYLE, P.C.

By: Kevin H. Marino
Kevin H. Marino, Esq.
Marino, Tortorella & Boyle, P.C.
437 Southern Boulevard
Chatham, New Jersey 07928-1488
(973) 824-9300

Dated: September 22, 2017

SPRING COMMUNICATIONS HOLDING, INC.

By: Karen Delaney
~~Karen Delaney, Esq.~~ Oustin Gunderson
Senior Counsel
GameStop
625 Westport Parkway
Grapevine, Texas 76051

Dated: September 22, 2017

SPRING COMMUNICATIONS HOLDING, INC.

By: Sherry Jones
Sherry Jones, Chief Operating Officer

Dated: Sept. 18, 2017

Spring Communications Holding, Inc.
15 North 400 West, Ste. 300
Salt Lake City, Utah 84103