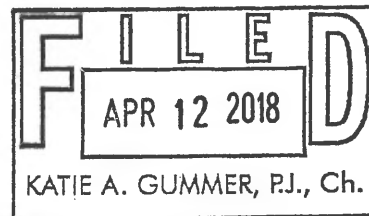


GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for Plaintiffs



By: Jeffrey Koziar (015131999)  
Deputy Attorney General  
(973) 648-7819

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION, MONMOUTH COUNTY  
DOCKET NO. MON-C-146-16

GURBIR S. GREWAL, Attorney General of the State of  
New Jersey, and KEVIN R. JESPERSEN, Acting Director  
of the New Jersey Division of Consumer Affairs,

Civil Action

Plaintiffs,

v.

LIFE AID CONNECT, INC.; SAFETY ALERT USA  
LIMITED LIABILITY COMPANY a/k/a MED AID  
ALERT; MOBILE ALERT, INC.; LARRY J. ANSELL,  
individually and as owner, officer, director, member,  
manager, representative and/or agent of LIFE AID  
CONNECT, INC., SAFETY ALERT USA LIMITED  
LIABILITY COMPANY and MOBILE ALERT, INC.;  
EZRA RISHTY, individually and as owner, officer,  
director, member, manager, representative and/or agent  
of LIFE AID CONNECT, INC., SAFETY ALERT USA  
LIMITED LIABILITY COMPANY and MOBILE  
ALERT, INC.; JANE AND JOHN DOES 1-10,  
individually and as owners, officers, directors,  
shareholders, founders, managers, agents, servants,  
employees, representatives and/or independent  
contractors of LIFE AID CONNECT, INC., SAFETY  
ALERT USA, LIMITED LIABILITY CORPORATION  
a/k/a MED AID ALERT and MOBILE ALERT, INC.;  
and XYZ CORPORATIONS 1-10,

**FINAL CONSENT JUDGMENT**

Defendants.

The Parties to this Action and Final Consent Judgment (“Parties”) are plaintiffs Gurbir S. Grewal, Attorney General of the State of New Jersey (“Attorney General”), and Kevin R. Jespersen, Acting Director of the New Jersey Division of Consumer Affairs (“Director”), (collectively, “Plaintiffs”)<sup>1</sup> and defendants Life Aid Connect, Inc. (“Life Aid Connect”), Safety Alert USA Limited Liability Company a/k/a Med Aid Alert (“Safety Alert”), Mobile Alert, Inc. (“Mobile Alert”), Larry J. Ansell (“L. Ansell”), and Ezra Rishty (“E. Rishty”) (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.

#### **PRELIMINARY STATEMENT**

On August 31, 2016, Plaintiffs commenced this Action, alleging that Defendants committed multiple violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”), the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 et seq. (“Advertising Regulations”), the Telemarketing Do Not Call Law, N.J.S.A. 56:8-119 et seq. (“Do Not Call Law”), and the regulations promulgated thereunder, N.J.A.C. 13:45D-1.1 et seq. (“Do Not Call Regulations”), arising from their Advertisement, offer for Sale and/or Sale of Systems to primarily Senior Citizens. Plaintiffs alleged that Defendants, among other things: (1) made unsolicited Telemarketing sales calls to Consumers despite not being registered with the Division as a Telemarketer; (2) engaged in high pressure sales tactics to persuade Consumers to purchase Systems; (3) sold refurbished Systems to Consumers, contrary to their representations that they were “state-of-the-art” or “100% brand new”; (4) represented that the Systems would provide 24/7 protection throughout the United States when, in fact, the service area was limited; (5) charged Consumers’

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<sup>1</sup> This action was commenced on behalf of Christopher S. Porrino, Attorney General and Steve C. Lee, Director. Pursuant to R. 4:34-4, the caption has been revised to reflect the current Attorney General and Acting Director.

credit cards for Systems they did not wish to purchase; and (6) accepted Consumer payments and then failed to provide them with the Systems. Plaintiffs also alleged that through this conduct, E. Rishty violated a Final Consent Judgment filed July 28, 2009 in the action titled Milgram, et al. v. United Credit Adjusters, et al., Docket No. MON-C-158-08. Defendants 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 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, Monmouth 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, which meanings shall apply wherever the words and terms appear in this Consent Judgment:

4.1 “Action” refers to the action titled Christopher S. Porrino, et al. v. Life Aid Connect, Inc., et al, Superior Court of New Jersey, Chancery Division, Monmouth County, Docket No. C-146-16, and all pleadings and proceedings related thereto, including the Complaint, filed August 31, 2016.

4.2 “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” and “Advertise[d].”

4.3 “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.

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

4.5 “Corporate Defendants” shall refer to Life Aid Connect, Safety Alert and Mobile Alert.

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

4.7 “Including” shall be construed as broadly as possible and shall mean “without limitation.” This definition applies to other forms of the word “Including,” such as “Includes.”

4.8 “Merchandise” shall be defined in accordance with N.J.S.A. 56:8-1(c) for purposes of the CFA, and shall be defined in accordance with N.J.A.C. 13:45A-9.1 for purposes of the Advertising Regulations, and Includes Systems.

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

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

4.11 “Personal Health Information” shall refer to demographic information, medical history, test and laboratory results, insurance information and other data that a health care professional collects to identify an individual and determine appropriate care.

4.12 “Personally Identifiable Information” shall refer to information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.

4.13 “Restitution” shall refer to the payment of Eight Thousand Six Hundred Sixty-Eight and 86/100 Dollars (\$8,668.86) referenced in Section 6.1.

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

4.15 “Senior Citizens” shall be defined in accordance with N.J.S.A. 56:8-14.2.

4.16 “System” shall refer to all emergency response systems Advertised, offered for Sale and/or sold by Defendants.

4.17 “Telemarketer” shall be defined in accordance with N.J.S.A. 56:8-120 and N.J.A.C. 13:45D-1.1.

4.18 “Telemarketing” shall be defined in accordance with N.J.S.A. 56:8-120 and N.J.A.C. 13:45D-1.1.

4.19 “Telemarketing Sales Call” shall be defined in accordance with N.J.S.A. 56:8-120 and N.J.A.C. 13:45D-1.1.

## **5. INJUNCTIVE RELIEF AND BUSINESS PRACTICES**

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 Advertising Regulations, the Do Not Call Law and the Do Not Call Regulations.

5.2 Defendants are permanently enjoined from engaging in the Advertisement, offer for Sale and/or Sale of Systems.

5.3 E. Rishty is permanently enjoined from owning, operating or managing any business organization in New Jersey that engages in the Advertisement, offer for Sale and/or Sale of Merchandise through the use of Telemarketing.

5.4 Within sixty (60) days of the Effective Date, Defendants shall arrange for the dissolution of Life Aid Connect, Including the payment of creditors, liquidation of assets, winding down of affairs and filing a certificate of dissolution with the State of New Jersey, Department of the Treasury, Division of Revenue and Enterprise Services. Within ninety (90) days of the Effective Date, Defendants shall provide Plaintiffs with written certification of their compliance with this Section.

5.5 Within sixty (60) days of the Effective Date, Defendants shall arrange for the dissolution of Safety Alert, Including the payment of creditors, liquidation of assets, winding down of affairs and filing of a certificate of cancellation with the State of New Jersey, Department of the Treasury, Division of Revenue and Enterprise Services. Within ninety (90) days of the Effective Date, Defendants shall provide Plaintiffs with written certification of their compliance with this Section.

5.6 Within sixty (60) days of the Effective Date, Defendants shall arrange for the dissolution of Mobile Alert, Including the payment of creditors, liquidation of assets, winding down of affairs and filing of a certificate of dissolution with the State of New Jersey, Department of the Treasury, Division of Revenue and Enterprise Services. Within ninety (90) days of the Effective

Date, Defendants shall provide Plaintiffs with written certification of their compliance with this Section.

5.7 Within sixty (60) days of the Effective Date, Defendants shall destroy, or cause to be destroyed, all Personal Health Information and Personally Identifiable Information that was obtained from Consumers in connection with the business operations of Life Aid Connect, Safety Alert or Mobile Alert. Such destruction shall be effected by shredding, erasing, or otherwise modifying the information to make it unreadable, undecipherable or nonreconstructable through generally available means. Within ninety (90) days of the Effective Date, Defendants shall provide Plaintiffs with written certification of their compliance with this Section.

5.8 Defendants shall not make Telemarketing Sales Calls to Consumers without being registered with the Division as a Telemarketer.

5.9 Defendants shall not make Telemarketing Sales calls to Consumers after these Consumers have asked Defendants to remove them from their call list.

5.10 Defendants shall not make Telemarketing Sales Calls to Consumers whose names appear on the Federal Do Not Call Registry.

5.11 In any Advertisement, offer for Sale and/or Sale of Merchandise, Defendants shall not make any misrepresentations as to the quality or condition of Merchandise.

5.12 Defendants shall not Advertise, offer for Sale and/or sell Merchandise, accept Consumer payments for such Merchandise, and then fail to provide the Merchandise.

5.13 In their Advertisement, offer for Sale and/or Sale of Merchandise, Defendants shall not engage in high pressure sales tactics or aggressive solicitation of Consumers, Including Senior Citizens.

5.14 In any Advertisement of Merchandise, Defendants shall not make any misleading representations of fact concerning the nature of an offering, in violation of N.J.A.C. 13:45A-9.2(a)(9).

5.15 If Defendants engage in the Sale of Merchandise, Defendants shall not place charges on a Consumer's credit cards or bank account without obtaining the Consumer's express authorization.

5.16 If Defendants engage in the Sale of Merchandise, Defendants shall respond to consumers' complaints and inquiries in a timely manner.

## **6. SETTLEMENT AMOUNT**

6.1 The Parties have agreed to a settlement of the action in the amount of and Two Hundred Ninety Five Thousand and 86/100 Dollars (\$295,544.86) ("Settlement Amount"). The Settlement Amount comprises civil penalties of Two Hundred Six Thousand and 00/100 Dollars (\$206,000.00) pursuant to N.J.S.A. 56:8-13 and N.J.S.A. 56:8-14.3, Restitution of Eight Thousand Six Hundred Sixty-Eight and 86/100 Dollars (\$8,668.86) pursuant to N.J.S.A. 56:8-8, Fifty-Seven Thousand Nine Hundred Eighty and 00/100 Dollars (\$57,980.00) in reimbursement of the Division's attorneys' fees, pursuant to N.J.S.A. 56:8-19, and Twenty-Two Thousand Seven Hundred Eighty-Three and 00/100 Dollars (\$22,783.00) in reimbursement of the Division's investigative costs, pursuant to N.J.S.A. 56:8-11.

6.2 The Corporate Defendants shall be liable for One Hundred Ninety-Five Thousand Five Hundred Fifty-Four and 86/100 Dollars (\$195,544.86) of the Settlement Amount ("Corporate Defendants' Settlement Amount"). Within ten (10) days of the Effective Date, a Judgment against the Corporate Defendants shall be entered on the Statewide Docket for the Corporate Defendants' Settlement Amount.



6.3 L. Ansell shall be liable for Fifty Thousand and 00/100 Dollars (\$50,000.00) (“L. Ansell Settlement Amount”)

6.4 L. Ansell shall pay Ten Thousand and 00/100 Dollars (\$10,000.00) of the L. Ansell Settlement Amount (“L. Ansell Settlement Payment”) according to the following schedule:

- (a) Five Thousand and 00/100 Dollars (\$5,000.00) shall be paid on or before the effective date;
- (b) Commencing on May 1, 2018, the L. Ansell shall make twelve (12) monthly payments of Four Hundred Sixteen and 66/100 Dollars (\$416.66) on or before the first day of each month until April 1, 2019.

6.5 The Forty Thousand and 00/100 Dollars (\$40,000.00) balance of the L. Ansell Settlement Amount shall be suspended and automatically vacated five years from the Effective Date (“L. Ansell Suspended Penalty”), provided that:

- (a) L. Ansell complies with the restraints and conditions set forth in this Consent Judgment; and
- (b) L. Ansell makes the L. Ansell Settlement Payment as set forth in Section 6.4.

6.6 In the event that L. Ansell fails to comply with Section 6.5, the L. Ansell Suspended Penalty and the unpaid amount of the L. Ansell Settlement Payment shall be immediately due and payable upon notice by the Plaintiffs (“Notice of Non-Compliance”). In any such Notice of Non-Compliance, however, Plaintiffs shall provide L. Ansell with the specific details of the alleged non-compliance in writing and L. Ansell shall be afforded a fifteen (15) day period within which to cure any such non-compliance (“Cure Period”). If L. Ansell fail to cure the non-compliance during the Cure Period, he shall be liable for the L. Ansell Suspended Penalty and the unpaid amount of the L. Ansell Settlement Payment. Plaintiffs may move on Notice of Motion or Order to Show Cause to have a judgment entered for the L. Ansell Suspended Penalty and the unpaid amount of the L. Ansell Settlement Payment.

6.7 All payments made in satisfaction of the L. Ansell Settlement Payment shall be made by certified or cashier's check, wire transfer, money order or credit card payable certified or cashier's check, wire transfer, money order or credit card payable to "New Jersey Division of Consumer Affairs" and shall be forwarded to the undersigned:

Jeffrey Koziar, Deputy Attorney General  
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  
Newark, New Jersey 07101

6.8 Upon making the L. Ansell Settlement Payment, L. Ansell 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.

6.9 E. Rishty shall be liable for Fifty Thousand and 00/100 Dollars (\$50,000.00) ("E. Rishty Settlement Amount")

6.10 E. Rishty shall pay Ten Thousand and 00/100 Dollars (\$10,000.00) of the E. Rishty Settlement Amount ("E. Rishty Settlement Payment") according to the following schedule:

- (a) Commencing on May 1, 2018, E. Rishty shall make twelve (12) monthly payments of One Hundred and 00/100 Dollars (\$100.00) on or before the first day of each month until April 1, 2019;
- (b) Commencing on May 1, 2019, E. Rishty shall make twelve (12) monthly payments of One Hundred Fifty and 00/100 Dollars (\$150.00) on or before the first day of each month until April 1, 2020;
- (c) Commencing on May 1, 2020, E. Rishty shall make fourteen (14) monthly payments of Five Hundred and 00/100 Dollars (\$500.00) on or before the first day of each month until June 1, 2021;

6.11 The Forty Thousand and 00/100 Dollars (\$40,000.00) balance of the E. Rishty Settlement Amount shall be suspended and automatically vacated five years from the Effective Date (“E. Rishty Suspended Penalty”), provided that:

- (a) E. Rishty complies with the restraints and conditions set forth in this Consent Judgment; and
- (b) E. Rishty makes the E. Rishty Settlement Payment as set forth in Section 6.10.

6.12. In the event that E. Rishty fails to comply with Section 6.11, the E. Rishty Suspended Penalty and the unpaid amount of the E. Rishty Settlement Payment shall be immediately due and payable upon notice by the Plaintiffs (“Notice of Non-Compliance”). In any such Notice of Non-Compliance, however, Plaintiffs shall provide E. Rishty with the specific details of the alleged non-compliance in writing and E. Rishty shall be afforded a fifteen (15) day period within which to cure any such non-compliance (“Cure Period”). If E. Rishty fail to cure the non-compliance during the Cure Period, he shall be liable for the E. Rishty Suspended Penalty and the unpaid amount of the E. Rishty Settlement Payment. Plaintiffs may move on Notice of Motion or Order to Show Cause to have a judgment entered for the E. Rishty Suspended Penalty and the unpaid amount of the E. Rishty Settlement Payment.

6.13 All payments made in satisfaction of the E. Rishty Settlement Payment shall be made by certified or cashier’s check, wire transfer, money order or credit card payable certified or cashier’s check, wire transfer, money order or credit card payable to “New Jersey Division of Consumer Affairs” and shall be forwarded to the undersigned:

Jeffrey Koziar, Deputy Attorney General  
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

Newark, New Jersey 07101

6.14 Upon making the E. Rishty Settlement Payment, E. Rishty 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. GENERAL PROVISIONS**

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

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

7.3 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.

7.4 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.

7.5 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 State or the people of the State.

7.6 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.

7.7 This Consent Judgment shall be binding upon the Defendants as well as their owners, officers, directors, shareholders, founders, members, managers, agents, servants, employees,

representatives, successors and assigns, and any Persons through which they may now or hereafter act, as well as any Persons who have authority to control or who, in fact, control and direct their business.

7.8 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 be used to avoid compliance with this Consent Judgment.

7.9 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 Defendants; and (b) an admission by Defendants that any of the acts or practices described in or prohibited by this Consent Judgment are unfair or deceptive or violate the CFA, the Advertising Regulations, the Do Not Call Law and/or the Do Not Call Regulations. Neither the existence of, nor the terms of this Consent Judgment, shall 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 8) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

7.10 The Parties represent and warrant 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.

7.11 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.

7.12 Defendants shall notify the Plaintiffs, in writing and at least ten (10) days in advance of any filing, of any voluntary bankruptcy action, involuntary bankruptcy action, receivership action, and/or assignment for the benefit of creditors' action.

## **8. RELEASE**

8.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Judgment and conditioned on the Individual Defendants making the Individual Defendants' Settlement Payment as specified in Section 6, 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 CFA, the Advertising Regulations, the Do Not Call Law and/or the Do Not Call Regulations, as alleged in the Action, as well as the matters specifically addressed in Section 5 of this Consent Judgment ("Released Claims").

8.2 Notwithstanding any term of this Consent Judgment, the following do not comprise Released Claims: (a) private rights of action provided, however, that nothing herein shall prevent 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 Defendants by any other agency or subdivision of the State.

## **9. FOREBEARANCE ON EXECUTION AND DEFAULT**

9.1 L. Ansell 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.

9.2 E. Rishty 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.

9.3 On the Effective Date and for a period of two (2) years thereafter, L. Ansell and E. Rishty 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, L. Ansell and E. Rishty shall provide such information, in writing, to the Plaintiffs. In the event of the default of either L. Ansell and/or E. Rishty under Section 5 of this Consent Judgment, service upon L. Ansell and/or E. Rishty 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 L. Ansell and/or E. Rishty provided, however, that service upon L. Ansell shall not be deemed effective service on E. Rishty and vice versa. Alternatively, Plaintiffs may effect service in the manner provided under Section 12.1.

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

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

10.2 The Parties agree that any future violations of the provisions of Section 5 of this Consent Judgment, the CFA, the Advertising Regulations, the Do Not Call Law and/or the Do Not Call Regulations shall constitute a second or succeeding violation pursuant to N.J.S.A. 56:8-13 and that Defendants may be liable for enhanced civil penalties.

**11. COMPLIANCE WITH ALL LAWS**

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

- (a) Relieving Defendants of their 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 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 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 Division 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 notices and/or documents shall be sent to the following addresses:

For the Division:

Jeffrey Koziar, Deputy Attorney General  
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  
PO Box 45029  
Newark, New Jersey 07101

For the Defendants:

H. Benjamin Sharlin, Esq.  
Law Office of H. Benjamin Sharlin LLC  
Princess Road Office Park  
4 Princess Road, Building 200, Suite 204  
Lawrenceville, New Jersey 07648

IT IS ON THE 17<sup>th</sup> DAY OF April, 2018 SO ORDERED, ADJUDGED  
AND DECREED.

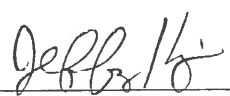
  
\_\_\_\_\_  
HON. KATIE A. GUMMER, P.J. CH.

JOINTLY APPROVED AND  
SUBMITTED FOR ENTRY:

FOR THE PLAINTIFFS:

GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY

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

  
Jeffrey Koziar  
Deputy Attorney General  
Consumer Fraud Prosecution Section

Dated: April 11, 2018

124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Telephone: (973) 648-7819

FOR THE DEFENDANTS:

LAW OFFICE OF H. BENJAMIN SHARLIN LLC

By: H. Benjamin Sharlin/Imc Dated: 4/11/18, 2018  
H. Benjamin Sharlin, Esq.  
~~1540 Kuser Road, Suite A9~~ 4 Princess Rd., Bldg 200, Suite 204  
~~Hamilton, New Jersey 08619~~ Lawrenceville, NJ 08648  
Telephone: (609) 585-0606

LIFE AID CONNECT, INC.

By: Jerry Cariello Dated: 4/10/18, 2018  
Jerry Cariello <sup>For-</sup> (Corporate defendant)  
(Print Name)  
President  
(Print Title)  
37 Heinz Ave S.I NY 10308  
(Print Address)

SAFETY ALERT USA, LIMITED LIABILITY  
COMPANY A/K/A MED AID ALERT

By: Jerry Cariello Dated: 4/10/18, 2018  
Jerry Cariello <sup>For-</sup> (Corporate Defendant)  
(Print Name)

President  
(Print Title)

37 Heinz Ave SI, NY 10308  
(Print Address)

MOBILE ALERT, INC.

By: [Signature]

Dated: 4/10/18, 2018

For-  
Jerry Carriello (Corporate Defendant)  
(Print Name)

President  
(Print Title)

37 Heinz Ave SI N.Y. 10308  
(Print Address)

LARRY J. ANSELL

By: \_\_\_\_\_  
Larry J. Ansell

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
(Print Address)

EZRA RISHTY

By: \_\_\_\_\_  
Ezra Rishty

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
(Print Address)

MOBILE ALERT, INC.

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

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Print Address)

LARRY J. ANSELL

By: *L Ansell*

Dated: 4/3/18, 2018

Larry J. Ansell

1301 WEST PARK AVE. SUITE D

OCEAN NJ 07712

\_\_\_\_\_  
(Print Address)

EZRA RISHTY

By: *[Signature]*  
Ezra Rishty

Dated: 4/5/18, 2018

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