

CLERK OF SUPERIOR COURT
SUPERIOR COURT OF N.J.
MERCER COUNTY
RECEIVED AND FILED

JUL 27 2015

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

A True Copy
Sue Regan

Sue Regan
SUE REGAN
DEPUTY CLERK OF SUPERIOR COURT

By: Jeffrey Koziar (015131999)
Deputy Attorney General
[REDACTED]

SUE REGAN
Deputy Clerk of Superior Court

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, MERCER COUNTY
DOCKET NO. MER-C-34-14

JOHN J. HOFFMAN, Acting Attorney General of the State of New Jersey, THE NEW JERSEY BOARD OF PUBLIC UTILITIES, and STEVE C. LEE, Acting Director of the New Jersey Division of Consumer Affairs,

Plaintiffs,

v.

KEIL & SONS, INC., d/b/a SYSTRUM ENERGY; DOMINICK TULLO, individually and in his capacity as an officer of KEIL & SONS, INC.; ALEX E. TULLO, individually and in his capacity as an officer of KEIL & SONS, INC. and JANE AND JOHN DOES 1-20, individually and as owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors of KEIL & SONS, INC., d/b/a SYSTRUM ENERGY and XYZ CORPORATIONS 1-20,

Defendants.

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, the New Jersey Board of Public Utilities ("BPU"), and Steve C. Lee, Acting Director of the New Jersey Division

of Consumer Affairs (collectively, "Plaintiffs") and defendants Keil & Sons, Inc., d/b/a Systrum Energy ("Systrum"), Dominick Tullo ("D. Tullo") and Alex E. Tullo ("A. Tullo") (collectively, "Defendants"). As evidenced by their signatures below, the Parties consent to the entry of this Consent Judgment and its provisions, without any findings or adjudication as to any issues 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 by filing the Complaint on May 23, 2014, alleging that Systrum, a third party energy supplier ("TPS"), D. Tullo and A. Tullo violated the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 ("EDECA"), the Regulations Governing Energy Licensing and Registration, N.J.A.C. 14:4-5.1 et seq. ("Energy Licensing and Registration Regulations"), Regulations Governing Retail Choice Consumer Protection, N.J.A.C. 14:4-7.1 et seq. ("Retail Choice Consumer Protection Regulations"), the Regulations Governing Energy Anti-Slamming, N.J.A.C. 14:4-2.1 et seq. ("Energy Anti-Slamming Regulations"), 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"), as well as the Plain Language Act, N.J.S.A. 56:12-1 et seq. ("PLA"), arising from their Advertisement and Sale of Electric Generation Service and/or Gas Supply Service. Specifically, Plaintiffs alleged, among other things, that: (1) Defendants promised monthly savings to Consumers, then failed to deliver such savings; (2) induced Consumers to switch from their electric and/or gas suppliers through the false promise of "no contracts"; (3) after increasing Consumers' gas and/or electric bills drastically for the first two (2) months of 2014, abruptly canceled most, if not all, of their

contracts without proper notice; and (4) failed to respond to Consumer complaints. Defendants have denied the allegations.

On September 16, 2014, Systrum filed a renewal application with BPU, wherein it represented that the company will only be providing Gas Supply Service to commercial customers in New Jersey.

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 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, Mercer County. Nothing in this Consent Judgment, however, shall alter BPU's jurisdiction over Systrum's license and/or Systrum's application for license renewal.

3. EFFECTIVE DATE

3.1 This Consent Judgment shall be effective on the date that it is entered by 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 entitled John J. Hoffman, Acting Attorney General of the State of New Jersey, The New Jersey Board of Public Utilities and Steve C. Lee, Acting Director of the New Jersey Division of Consumer Affairs v. Keil & Sons, Inc., d/b/a Systrum Energy ("Systrum"), Dominick Tullo and Alex E. Tullo, Superior Court of New Jersey, Chancery Division, Mercer County, Docket No. C-34-14, and all pleadings and proceedings related thereto.

4.2 "Account Holder" shall refer to the Person in whose name an account for Electronic Generation Service and/or Gas Supply Service is listed and whose name appears on any LDC billing statement and who is responsible for paying the bill or that Person's spouse.

4.3 "Advertisement" shall be defined in accordance with N.J.S.A. 56:8-1(c) and N.J.A.C. 14:4-1.2. This definition applies to other forms of the word "Advertisement" including, without limitation, "Advertising." For purposes of this Consent Judgment, "Advertisement" shall also include "Marketing," as defined pursuant to N.J.A.C. 14:4-1.2.

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 "BPU" shall refer to the New Jersey Board of Public Utilities.

4.6 "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.

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

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

4.9 "Electric Generation Service" shall be defined in accordance with N.J.A.C. 14:4-1.2.

4.10 "Gas Supply Service" shall be defined in accordance with N.J.A.C. 14:4-1.2.

4.11 "LDC" shall be defined in accordance with N.J.A.C. 14:4-1.2.

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

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

4.14 "Person[s]" shall be defined in accordance with N.J.S.A. 56:8-1(d) and N.J.A.C. 14:4-1.2.

4.15 "Restitution" shall refer to the payments to be made to Consumers pursuant to Section 7 of this Consent Judgment.

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

4.17 "Sales Representative" shall be defined in accordance with N.J.S.A. 48:3-51.

4.18 "Systrum Contract" shall refer to the written agreement Systrum presents to Consumers for signature for Electric Generation Service and/or Gas Supply Service.

4.19 "Systrum Website" shall refer to the website located at www.systrumenergy.com as well as any other website operated by or on behalf of Systrum whereon Systrum's Electric Generation Service and/or Gas Supply Service is Advertised, offered for Sale and/or Sold.

5. REPRESENTATIONS AND WARRANTIES

5.1 Defendants represent and warrant that Systrum is currently providing only Gas Supply Service to commercial customers in New Jersey.

6. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

6.1 Defendants shall not engage in any unfair or deceptive acts or practices in the conduct of any business in the State relating to Electric Generation Service and/or Gas Supply Service, and shall comply with such State and/or Federal laws, rules and regulations as now constituted, including, but not limited to, the EDECA, the Energy Licensing and Registration Regulations, the Retail Choice Consumer Protection Regulations, the Energy Anti-Slamming Regulations, the CFA, the Advertising Regulations and the PLA.

Advertisements:

6.2 Defendants' Advertisements shall not include any false or misleading statements, directly or indirectly, to induce an Account Holder to switch from their LDC to Systrum.

6.3 Defendants' Advertisements shall not include any representations, directly or indirectly, about savings, including, but not limited to, a specific percentage savings, that a Consumer may realize from switching to Systrum that are not fully substantiated by a recently conducted comparison of Systrum's pricing to the Consumer's current LDC for comparable services and such substantiation shall be available upon request to Plaintiffs.

6.4 Defendants' Advertisements shall not represent that Consumers are not required to enter into a contract in order to receive Gas Supply Service and/or Electric Generation Service from Systrum.

6.5 Defendants Advertisements to residential customers shall include Systrum's gas supplier license number and/or electric power supplier license issued by BPU, as required by N.J.A.C. 14:4-7.4(a)(5).

6.6 Defendants' Advertisements to residential customers shall include a statement as to the LDC(s) in whose territory(ies) Defendants are offering Advertised Gas Supply Service and/or Electric Generation Service, as required by N.J.A.C. 14:4-7.4(a)(6).

6.7 Defendants' Advertisements to residential customers shall include the average price per therm for Gas Supply Service and/or the average price per kilowatt for Electric Generation Service being charged for basic Gas Supply Service and/or Electric Generation Service by the LDC over the same period, as required by N.J.A.C. 14:4-7.4(a)(4).

6.8 Defendants' Advertisements to residential customers shall include a statement indicating whether or not Defendants offer budget billing, as required by N.J.A.C. 14:4-7.4(a)(8). If Systrum offers budget billing, the Systrum Website shall Clearly and Conspicuously set forth instructions as to how an Account Holder can establish budget billing for the account.

Systrum Contract:

6.9 Defendants shall provide Gas Supply Service and/or Electric Generation Service to Consumers pursuant to the Systrum Contract, as required by N.J.S.A. 48:3-85(a) and N.J.A.C. 14:4-7.6.

6.10 Defendants shall not provide Gas Supply Service and/or Electric Generation Service to a Consumer without the Consumer's written signature on a Systrum Contract or such alternative forms of verification identified in N.J.A.C. 14:4-2.3.

6.11 In the event Defendants enter into Systrum Contracts with residential customers, Defendants shall include language in the Systrum Contract explicitly permitting the Consumers to terminate the Systrum Contract with 48 hours' notice without penalty as a result of relocation within or outside the LDC's franchise area, disability that renders the customer of record unable to pay, or the death of the customer of record, as required by N.J.A.C. 14:7.6(f).

6.12 Defendants shall include in the Systrum Contract a complete list of fees, as required by N.J.A.C. 14:7.6(b)(3).

6.13 Upon request, Defendants shall provide those Consumers who signed up or switched providers electronically with copies of their Systrum Contracts, as required by N.J.A.C. 14:4-2.4(i).

6.14 Defendants shall include in the Systrum Contract a fixed pricing arrangement or a clear and unambiguous statement of the precise mechanism or formula by which the price for Gas Supply Service and/or Electric Generation Service will be determined, as required by N.J.A.C. 14:4-7.6(b)(2) and N.J.S.A. 56:12-10.

6.15 In the event Defendants enter into Systrum Contracts with residential customers, Defendants shall include in the Systrum Contracts a statement of the residential customers' rights, as required by N.J.A.C. 14:4-7.6(b)(4).

6.16 Defendants shall include in the Systrum Contract a statement of Systrum's termination rights, which shall explain the specific conditions under which Systrum may terminate Gas Supply Service and/or Electric Generation Service, and that at a minimum,

Systrum shall provide the Consumer with thirty (30) days written notice of the termination, as required by N.J.A.C. 14:4-7.6(b)(5) and/or N.J.A.C. 14:4-2.4(f).

6.17 Defendants shall not include in the Systrum Contract any confusing language that provides for a waiver of a Consumer's rights under the CFA in violation of N.J.S.A. 56:12-11.

6.18 In the event Defendants enter into Systrum Contracts with residential customers, Defendants shall revise the Systrum Contract to comply with the requirements of the BPU Order, dated September 30, 2014, Docket No. EX14060679 (attached as Exhibit A).

Billing:

6.19 Defendants' bills shall be in Clear and Conspicuous language and shall contain sufficient information to enable a Consumer to accurately calculate the correct bill amount, as required by N.J.A.C. 14:4-7.7(a).

6.20 If Defendants issue bills, Defendants' bills shall include, at a minimum, all of the following: (a) the billing period and billing date; (b) the number of therms and/or kilowatts used; and (c) the unit price for each therm and/or kilowatt, as required by N.J.A.C. 14:4-7.7(b).

6.21 In the event Defendants do not issue separate bills for Gas Supply Service and/or Electric Generation Service, they shall comply with the requirements of N.J.A.C. 14:4-7.7(c).

Customer Service:

6.22 Defendants shall maintain the Systrum Website and an email address through which Consumers can communicate with Systrum at any time, as required by N.J.A.C. 14:4-5-2(c)(1).

6.23 Defendants shall provide Consumers with an electronic method and/or email address to submit a cancellation request, as required by N.J.A.C. 14:4-2.4(d)(5).

6.24 Defendants shall provide Consumers with acknowledgments of the Consumers' requests for enrollment, renewal, change, or cancellation, as required by N.J.A.C. 14:4-2.4(f).

6.25 Defendants shall maintain a customer service representative who is available by telephone during normal New Jersey business hours, as required by N.J.A.C. 14:4-5-2(c)(2).

6.26 Defendants shall maintain a regulatory affairs representative available by telephone during normal New Jersey business to facilitate the resolution of billing complaints and other Consumer problems, as required by N.J.A.C. 14:4-5-2(c)(3).

6.27 Defendants shall use good faith efforts to respond and to resolve all Consumer complaints promptly, as required by N.J.A.C. 14:4-7.9(a).

6.28 Defendants shall respond to all Consumer complaints and inquiries about Systrum's services, in accordance with N.J.A.C. 14:4-7.9(a).

6.29 If Defendants are advised that a Consumer is not satisfied with the Defendants' response to a Consumer's complaint, Defendants shall advise the Consumer that the Consumer can contact BPU to request an alternate dispute resolution procedure or to file a formal complaint, as required by N.J.A.C. 14:4-7.9(b).

6.30 If any statute, rule, or regulation referenced in this Section 6 is repealed or rescinded after the Effective Date, the Defendants shall be relieved of their obligation to comply with the repealed or rescinded statute, rule, or regulation.

7. SETTLEMENT AMOUNT

7.1 Within fourteen days of Defendants' counsel's receipt of the Consent Judgment entered by the Court, Defendants shall pay Five Hundred Fifty Four Thousand Six Hundred Eighty Nine and 06/100 Dollars (\$554,689.06) ("Settlement Payment").

7.2 The Settlement Payment consists of the following: (a) Four Hundred Thirty Six Thousand One Hundred Thirty One and 64/100 Dollars (\$436,131.64) in Restitution, pursuant to the EDECA, N.J.S.A. 48:3-82, the Anti-Slamming Regulations, N.J.A.C. 14:4-2.7(e) and/or N.J.A.C. 14:4-2.8(d), the CFA, N.J.S.A. 56:8-8, and the PLA, N.J.S.A. 56:12-3; (b) Fifty Thousand and 00/100 Dollars (\$50,000.00) in civil penalties, pursuant to the EDECA, N.J.S.A. 48:3-82(a)(2), 48:3-83, and 48:3-86(e), the Energy Anti-Slamming Regulations, N.J.A.C. 14:4-2.8, and the CFA, N.J.S.A. 56:8-13; and (c) Sixty Eight Thousand Five Hundred Fifty Seven and 42/100 Dollars (\$68,557.42) as reimbursement of Plaintiffs' attorneys' fees and investigative costs, pursuant to the EDECA, N.J.S.A. 48:3-82(c), the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19, and the PLA, N.J.S.A. 56:12-12.

7.3 The Settlement Payment shall be made by certified or cashier's check, wire transfer, money order or credit card made 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- 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

7.4 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.

7.5 Within thirty (30) days of the Effective Date, Plaintiffs shall retain Rust Consulting, Inc., ("Rust") to administer the distribution of Restitution referenced in Section 7.2

("Settlement Administrator"). Defendants shall pay all costs and expenses of the Settlement Administrator, up to a maximum of Forty Thousand and 00/100 Dollars (\$40,000.00). Plaintiffs shall provide Defendants with notice of the retention of the Settlement Administrator. Within thirty (30) days of receiving such notice, Defendants shall make a payment of Forty Thousand and 00/100 Dollars (\$40,000.00) to Plaintiffs in the manner set forth in Section 7.3 ("Settlement Administrator Payment"). Plaintiffs shall deposit the Settlement Administrator Payment into an escrow account which will be used to pay the Settlement Administrator. If there are any funds remaining from the Settlement Administrator Payment upon completion of the distribution of Restitution, such funds will be reimbursed to Defendants.

7.6 Within forty-five (45) days of Plaintiffs' receipt of the Settlement Payment, Plaintiffs shall transfer to the Settlement Administrator the Restitution of Four Hundred Thirty Six Thousand One Hundred Thirty One and 64/100 Dollars (\$436,131.64). Upon receipt, the Settlement Administrator shall deposit the Restitution into a Qualified Settlement Fund within the meaning of Treasury Regulation Section 1.468B-1 of the U.S. Internal Revenue Code of 1986, as amended.

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

7.8 The goal of the Restitution is to reimburse all Systrum customers for all alleged losses and damage suffered by Systrum's customers as a consequence of the allegations in this Action.

7.9 Rust shall prepare two reports on the distribution of Restitution, pursuant to Section 7.7 (the "Restitution Reports"). The Restitution Reports shall identify the status of all

claims and all payments made (to Consumers and otherwise), including but not limited to Consumer/payee name, date of payment, and the amount of claim/payment. The first Restitution Report shall be completed by December 1, 2015 and the second Restitution Report shall be completed upon the final distribution of Restitution. Copies of the Restitution Reports shall be sent to both Plaintiffs and Defendants.

8. DISMISSAL OF ACTION

8.1 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.

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 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 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 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 Plaintiffs and Defendants.

9.5 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.

9.6 This Consent Judgment shall be binding upon the Defendants as well as its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, successors and assigns, and any entity or device 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.

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 be used to avoid compliance with this Consent Judgment.

9.8 This Consent Judgment is agreed to by the Parties and entered into for settlement purposes only, without any findings or adjudication as to any issues of fact or law and without an admission of any liability or wrongdoing of any kind. The Injunctive Relief referenced in Section 6 is not meant to suggest that Defendants have or have not previously complied with the laws, rules, regulations, and requirements referenced in Section 6. The Parties acknowledge that Plaintiffs were not required to find or establish willful, deliberate or intentional deception or misconduct in order to bring this Action. This Consent Judgment is being entered without any findings that Defendants intentionally misled or intentionally deceived their customers. The Parties consent to entry of this Consent Judgment to avoid the expenses and uncertainty associated with further investigation and/or litigation. 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 its acts or practices described in or prohibited by this Consent Judgment are unfair or deceptive

or violate the 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; and/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 providing Restitution in the manner specified in Section 7 and making the Settlement Payment in the manner referenced in Section 7, Plaintiffs hereby agree to release Defendants from any and all civil claims or administrative claims, to the extent permitted by State law, which Plaintiffs could have brought prior to the Effective Date against Defendants, for violations of the EDECA, the Energy Licensing and Registration Regulations, the Retail Choice Consumer Protection Regulations, the Energy Anti-Slamming Regulations, the CFA, the Advertising Regulations and

the PLA, as well as the matters specifically addressed in Section 6 of 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, provided, however, that nothing herein shall prevent 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.

11. PENALTIES FOR FAILURE TO COMPLY

11.1 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.

11.2 Any future violations of Section 6 of the Consent Judgment may constitute a second or succeeding violation under N.J.S.A. 56:8-13 and/or N.J.S.A. 48:3-83 that Defendants may be liable for enhanced civil penalties.

12. COMPLIANCE WITH ALL LAWS

12.1 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 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.

13. NOTICES UNDER THIS CONSENT JUDGMENT

13.1 Except as otherwise provided herein, any notices or other documents required to be sent to 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 notices and/or documents shall be sent to the following addresses:

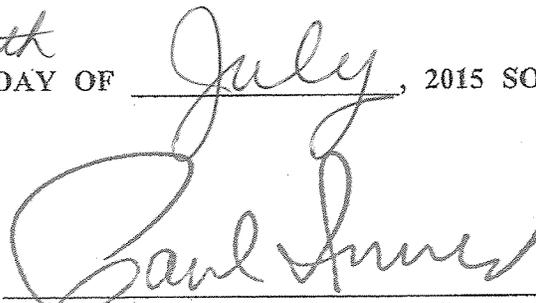
For the Plaintiffs:

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-5th Floor
PO Box 45029
Newark, New Jersey 07101

For the Defendants:

Shalom D. Stone, Esq.
Brown, Moskowitz & Kallen, P.C.
180 River Road
Summit, New Jersey 07901

IT IS ON THE 27th DAY OF July, 2015 SO ORDERED,
ADJUDGED AND DECREED.



HON. PAUL INNES, P.J. CH.

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR THE PLAINTIFFS:

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: Jeffrey Koziar Dated: 7/24/15

Jeffrey Koziar
Deputy Attorney General
Consumer Fraud Prosecution Section

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

FOR DEFENDANTS:

BROWN MOSKOWITZ & KALLEN, P.C.

By: Shalom D. Stone Dated: 7/24/15

Shalom D. Stone, Esq.
Brown, Moskowitz & Kallen, P.C.
180 River Road
Summit, New Jersey 07901
Telephone: (973) 376-0909

KEIL & SONS, INC.
D/B/A SYSTRUM ENERGY:

By: Alex E. Tullo

Dated: 7-24-15

Alex E. Tullo
[title] *Pres*
[address]

FOR ALEX E. TULLO:

By: Alex E. Tullo

Dated: 7-24-15

Alex E. Tullo
[title]
[address]

FOR DOMINICK TULLO:

By: D. Tullo

Dated: 7-24-15

Dominick Tullo
[title]
[address]