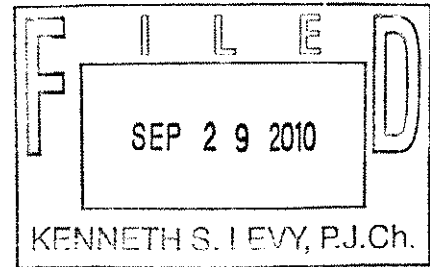


PAULA T. DOW  
ATTORNEY GENERAL OF NEW JERSEY  
Division of Law  
124 Halsey Street, 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for Plaintiffs



By: James R. Michael  
Janine Matton  
Deputy Attorneys General  
(973) 693-5055

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION - ESSEX COUNTY  
DOCKET NO. ESX-C-190-09

PAULA T. DOW, Attorney General of the State of New Jersey, SHARON JOYCE, Acting Director of the New Jersey Division of Consumer Affairs, and THOMAS B. CONSIDINE, Commissioner of the New Jersey Department of Banking and Insurance,  
Plaintiffs,

v.

NEW DAY FINANCIAL SOLUTIONS, SA, NDROA, INC., AMERICAN CREDIT REPAIR AND DEBT SETTLEMENT, L.L.C., PARAMOUNT DEBT SETTLEMENT USA, L.L.C., UZOR FINANCIAL SOLUTIONS, L.L.C., UZOR AND ASSOCIATES, P.C., AMERICAN FINANCIAL ADVOCACY COUNCIL, STEPHEN PASCH, EJIKEME N. UZOR, a/k/a EJIKE N. UZOR, JANE and JOHN DOES 1-10, individually and as owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors of NEW DAY FINANCIAL SOLUTIONS, SA, AMERICAN CREDIT REPAIR AND DEBT SETTLEMENT, L.L.C., PARAMOUNT DEBT SETTLEMENT USA, L.L.C., UZOR AND ASSOCIATES, P.C., and XYZ CORPORATIONS 1-10,  
Defendants.

Civil Action

CONSENT JUDGMENT AS TO  
DEFENDANT EJIKEME N. UZOR A/K/A .  
EJIKE N. UZOR, UZOR AND  
ASSOCIATES, P.C. AND UZOR  
FINANCIAL SOLUTIONS, L.L.C.

WHEREAS the parties to this Action are Plaintiffs PAULA T. DOW, Attorney General of the State of New Jersey (“Attorney General”), THOMAS R. CALCAGNI, Acting Director of the New Jersey Division of Consumer Affairs, (“Division”), and THOMAS B. CONSIDINE, Commissioner of the New Jersey Department of Banking and Insurance, (collectively “Plaintiffs”) and Defendants New Day Financial Solutions, SA, NDROA, INC., American Credit Repair and Debt Settlement, L.L.C., Paramount Debt Settlement USA, L.L.C., Uzor Financial Solutions, L.L.C., Uzor and Associates, P.C., American Financial Advocacy Council, Stephen Pasch, and Ejikeme N. Uzor, a/k/a Ejike N. Uzor.

WHEREAS, as evidenced by their signatures below, Plaintiffs and Defendant Ejikeme Uzor, Ejike N. Uzor, Uzor Financial Solutions, L.L.C. and/or Uzor and Associates, P.C. (“Settling Defendant”) (collectively “Parties”), have agreed to a resolution of Plaintiffs’ claims against Settling Defendant in this action, and consent to the entry of this Consent Judgment (“Consent Judgment”) and its provisions setting forth the terms of the resolution, without trial or adjudication of any issue of fact or law, and without admission of any liability or wrongdoing of any kind.

**WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
AS FOLLOWS:**

**PART ONE: DEFINITIONS**

1. Unless otherwise specified, the following definitions shall apply:
  - a. “And” and “or” shall be construed conjunctively or disjunctively as necessary to make the meaning inclusive rather than exclusive.

- b. "Effective Date" means the date this Order is entered by the Court.
- c. "Including" means without limitation.
- d. The use of the singular form of any word includes the plural and vice versa.
- e. "CFA" means the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq.
- f. "DCA" means the New Jersey Division of Consumer Affairs, Department of Law and Public Safety.
- g. "DOBI" means the New Jersey Department of Banking and Insurance.
- h. "DACCA" means New Jersey's Debt Adjustment and Credit Counseling Act, N.J.S.A. 17:16G-1 et seq.
- i. "CROA" means the Credit Repair Organizations Act, 15 U.S.C. § 1679 et seq.
- j. "NCA" means the New Jersey Nonprofit Corporation Act, N.J.S.A. 15A:1-1 et seq.
- k. "Debt Adjustment" means acting or offering to act for a consideration as an intermediary between a debtor and the debtor's creditors for the purpose of settling, compounding, or otherwise altering the terms of payment of any debts of the debtor, including a home mortgage, or receiving money or other property from a debtor, or on behalf of a debtor, for payment to, or distribution among, the creditors of the debtor pursuant to N.J.S.A. 17:16G-1.
- l. "Mortgage Loan Modification or Foreclosure Relief Service" means an act of debt adjustment, including any good, service, plan, or program that is represented, expressly or by implication, to assist a Consumer in any manner to (A) stop, prevent, or postpone any home mortgage or deed of trust foreclosure sale; (B) obtain or arrange a modification of any term of a home

loan, deed of trust, or mortgage; (C) obtain any forbearance from any mortgage loan holder or servicer; (D) exercise any right of reinstatement of any mortgage loan; (E) obtain, arrange, or attempt to obtain or arrange any extension of the period within which the owner of property sold at foreclosure may cure his or her default or reinstate his or her obligation; (F) obtain any waiver of an acceleration clause contained in any promissory note or contract secured by a deed of trust or mortgage on a residence in foreclosure or contained in that deed of trust; (G) obtain a loan or advance of funds that is connected to the Consumer's home ownership; (H) avoid or ameliorate the impairment of the Consumer's credit record credit history, or credit rating that is connected to the Consumer's home ownership; (I) save the Consumer's residence from foreclosure; (J) assist the Consumer in obtaining proceeds from the foreclosure sale of the Consumer's residence; (K) obtain or arrange a pre-foreclosure sale, short sale, or deed-in-lieu of foreclosure; (L) obtain or arrange a refinancing, recapitalization, or reinstatement of a home loan, deed of trust, or mortgage; (M) audit or examine a Consumer's mortgage or home loan application; (N) obtain, arrange, or attempt to obtain or arrange any extension of the period within which the renter of property sold at foreclosure may continue to occupy the property; or (O) the purchase of a residence and subsequent lease of that residence back to the original homeowner with the intent to forestall or avoid foreclosure. The foregoing shall include any manner of claimed assistance, including, but not limited to, debt, credit, budget, or financial counseling; receiving money for the purpose of

distributing it to creditors; contacting creditors or servicers on behalf of the Consumer; and giving advice of any kind with respect to filing for bankruptcy.

- m. "Merchandise" shall be defined in accordance with N.J.S.A. 56:8-1(c) and/or N.J.A.C. 13:45A-9.1 and includes, but is not limited to, mortgage loan modification assistance or foreclosure relief services.
- n. "New Jersey" shall refer to the State of New Jersey.
- o. "Sale" shall be defined in accordance with N.J.S.A. 56:8-1(e).
- p. "Servicer" means any beneficiary, mortgagee, trustee, loan servicer, loan holder, or other entity that performs loan or credit account administration or processing services and/or its authorized agents.

## **PART TWO: COMPLIANCE WITH THE LAW**

2. Settling Defendant agrees to comply fully with all Federal and State laws, including but not limited to the CFA, the DACCA, the NCA, the CROA, and all regulations of the Department of Banking and Insurance.

## **PART THREE: INJUNCTIVE RELIEF**

3. Settling Defendant shall not engage in any unfair or deceptive acts or practices in the conduct of any business and shall comply with such State and/or Federal laws, rules and regulations as now constituted or as may hereafter be amended, including the CFA, the DACCA, the CROA and all regulations of the Department of Banking and Insurance.

4. Settling Defendant shall not engage in any business in any way related to mortgage loan modifications, debt adjustment and/or credit repair services with New

Jersey residents or from an office or location in the State of New Jersey, notwithstanding any limited exemption in the DACCA to attorneys not principally engaged in debt adjustment, which limited exemption shall not be available hereunder.

5. Settling Defendant shall not contract with new clients for loan modification, debt adjustment and/or credit repair services; and shall not accept fees for credit repair services prior to performing the services.

6. Settling Defendant shall not specifically market loan modification, debt adjustment and/or credit repair services to consumers; or maintain or participate in any business involving telemarketing to solicit consumers for any purpose referenced in Paragraph 5. Such prohibition does not prevent Settling Defendant from marketing his general law practice.

7. Settling Defendant shall refer any client or other person requesting loan or debt modification, loan or debt counseling or debt adjustment assistance, at no cost to such client or other person, to a New Jersey licensed debt adjuster in accordance with the list of such licensees maintained by the New Jersey Department of Banking and Insurance on its website at:

[www.state.nj.us/dobi/division\\_consumers/finance/counselors.html#debtadjust](http://www.state.nj.us/dobi/division_consumers/finance/counselors.html#debtadjust) and/or to the national Home Ownership Preservation Effort found at [www.995HOPE.org](http://www.995HOPE.org) with 24-hour, toll-free assistance at 1-888-995-HOPE (i.e., 1-888-995-4673), and/or to the New Jersey Judiciary Foreclosure Mediation Program at [www.nj.gov/foreclosuremediation/](http://www.nj.gov/foreclosuremediation/) with a hotline at 1-888-989-5277, and Settling Defendant shall record the date of the referral, the name, address, and telephone number of the client or other person, and shall retain such record and provide it together with the report provided for in paragraph 13.

8. Settling Defendant agrees to transfer the files of all existing loan modification, debt adjustment and/or credit repair services clients to a HUD certified counseling agency in the State of New Jersey or applicable State within thirty (30) days. However, Plaintiffs acknowledge that such transfer is contingent upon Settling Defendant obtaining the consent of the clients. In the event that any client refuses to consent to the transfer, Settling Defendant shall immediately notify the Attorney General's Office and determine an alternate solution consistent with this Agreement.

9. Settling Defendant agrees that he shall not engage in any business dealings with any of the other named Defendants in this matter.

10. Pursuant to the CFA, Defendant is permanently enjoined from engaging in debt adjustment, mortgage loan modification, or foreclosure relief services.

11. Settling Defendant shall dissolve Uzor Financial Solutions LLC. Settling Defendant shall provide notice to Plaintiffs within fifteen (15) days after Uzor Financial Solutions, LLC is dissolved, along with documents evidencing the dissolution, however, final dissolution and the submission of evidence thereof shall occur no later than November 30, 2010.

12. Settling Defendant shall continue to cooperate with the Plaintiffs in their litigation and investigation of matters related to the Complaint. Settling Defendant shall respond to any reasonable requests by Plaintiffs for documents or information in a timely and complete manner, and agrees to make himself available for interviews by representatives of Plaintiffs upon reasonable notice to Settling Defendant. Such cooperation shall include, without limitation and without subpoena:

- a. Voluntary production of all documents or other tangible evidence requested that has not already been produced to Plaintiffs; and
- b. Voluntary and prompt attendance at all proceedings at which the Settling Defendant's presence and/or testimony is requested by Plaintiffs, where Settling Defendant shall give voluntary forthright and complete testimony; and
- c. Voluntary forthright and complete responses to all inquiries from Plaintiffs to the Settling Defendant; and
- d. Any information and/or documents contemplated by paragraph 12 shall not include any material protected by the attorney-client, work-product or other related privileges. In the event information and/or documents requested by Plaintiffs pursuant to paragraph 12 are subject to such privilege(s), Settling Defendant shall supply redacted documents and/or a privilege log to Plaintiffs. Plaintiffs reserve the right to challenge the same.

13. Settling Defendant shall provide, for a period of five (5) years from the date of entry of this Consent Judgment, on an annual basis, and within fifteen (15) days of the anniversary date of the entry of this Consent Judgment, a written report to the Plaintiffs, which is true and accurate and sworn to under penalty of perjury, setting forth in detail the following information:

- a. Settling Defendant's then current residence address, mailing addresses, and telephone numbers;



- b. Settling Defendant's then-current employment status (including self-employment), including the name, address, and telephone numbers of each business that Settling Defendant is affiliated with, employed by, or performs services for; a detailed description of the nature of the business; and a detailed description of Defendant's duties and responsibilities in connection with the business or employment, and Settling Defendant's referral reports referenced in paragraph 7; and
- c. Any changes in Settling Defendant's name or use of any aliases or fictitious names within ten (10) days of the date of such change;
- d. Settling Defendant's 1040 Income Tax return, including Schedules and Forms.
- e. Said written report shall be sent via overnight mail or in a manner in which service is confirmed to:

Jennifer Micco, Supervising Investigator  
Office of Consumer Protection  
Division of Consumer Affairs  
124 Halsey Street – 7<sup>th</sup> Floor  
P.O. Box 45025  
Newark, NJ 07101

**PART FOUR: MONETARY RELIEF**

14. The Parties have agreed to a Settlement of the Action in the amount of Twenty Five Thousand Dollars (\$25,000) (the "Settlement Amount") in the form of civil penalties pursuant to N.J.S.A. 56:8-13 and N.J.S.A. 17:16G-8.

15. Settling Defendant shall be permitted to pay the amount of Two Thousand Five Hundred Dollars (\$2,500) of the Settlement Amount as follows: Within sixty (60) days of the Effective Date, Settling Defendant shall pay Five Hundred Dollars (\$500) of

the Settlement Amount. Thereafter, Settling Defendant shall satisfy the remainder of the Settlement Amount on or before December 31, 2011.

16. The payments referenced in paragraph 15 shall be made by wire transfer or certified or cashiers check made payable to New Jersey Division of Consumer Affairs and shall be forwarded to:

Jennifer Micco, Supervising Investigator  
Office of Consumer Protection  
Division of Consumer Affairs  
124 Halsey Street – 7<sup>th</sup> Floor  
P.O. Box 45025  
Newark, NJ 07101

17. Upon making the payments referenced in paragraph 15, Settling 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 Plaintiffs pursuant to the terms herein.

18. For a period of two (2) years from the Effective Date, the Twenty Two Thousand Five Hundred Dollar (\$22,500) balance of the Settlement Amount, which comprises civil penalties pursuant to N.J.S.A. 56:8-13 and N.J.S.A. 17:16G-8, shall be suspended and automatically vacated at the end of that period, provided:

- a. Settling Defendant complies in all material respects with the restraints and conditions set forth in this Consent Judgment;
- b. Settling Defendant timely makes all payments referenced in paragraph 15;  
and
- c. Plaintiffs do not uncover information that Settling Defendant made any material misrepresentation or material omission concerning his knowledge

of or involvement in the activities described in the Complaint, or with respect to any information provided to Plaintiffs in connection with the resolution of this matter; and

- d. Settling Defendant does not engage in any unlawful conduct in connection with real estate transactions.

19. In the event Settling Defendant materially fails to comply with any provision of this agreement, the Parties shall attempt in good faith to resolve the dispute before seeking the Court's intervention whereby Plaintiffs shall provide Settling Defendant with the specific details of the alleged noncompliance and Settling Defendant shall be afforded a fifteen (15) day period within which to cure any such noncompliance. In the event of Settling Defendant's failure to cure any such noncompliance the entire Settlement Amount (\$25,000) shall be immediately due and payable, with one-half payable to DCA and one-half payable to DOBI, upon notice by the Plaintiffs and Plaintiffs may move on notice or by Order to Show Cause to have the Judgment entered for the entire Settlement Amount. Settling Defendant shall have the right to submit opposition to any such motion or Order to Show Cause application filed by Plaintiffs and to contest same on any return date. Upon being presented with evidence that the Settling Defendant has failed to materially comply with this Consent Judgment, the Court will enter judgment for the entire balance of Settling Defendant's Settlement Amount and for Plaintiffs' costs associated with investigating and litigating that noncompliance, including reasonable attorneys' fees.

**PART FIVE: JURISDICTION AND OTHER PROVISIONS**

20. Pursuant to the CFA and DACCA, jurisdiction of this Court over the subject matter and over the Settling Defendant for purposes of entering into and enforcing this Consent Judgment is admitted. Jurisdiction is retained by this Court for such further orders and directions as may be necessary or appropriate for the construction and modification of the injunctive provisions herein, or execution of this Consent Judgment, including punishment for any violation of this Consent Judgment. Pursuant to the CFA and DACCA, venue is proper in this Court.

21. The Parties consent to the entry of this Consent Judgment for the purposes of settlement only and this Consent Judgment does not constitute any admission of liability or wrongdoing, either express or implied, by Settling Defendant or any other party.

22. The entry of this Consent Judgment has been consented to by Settling Defendant upon advice of counsel as his own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed upon him by this Consent Judgment, and Settling Defendant consents to its entry without further notice, and avers that no offer, agreement or inducements of any nature whatsoever have been made to him by the Plaintiffs or Plaintiffs' employees to procure this Consent Judgment.

23. This Consent Judgment shall be governed by, and construed and enforced in accordance with, the laws of New Jersey.

24. 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.

25. 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 Settling Defendants.

26. Settling Defendant waives the right to argue, submit, propose, seek to establish or otherwise contend before any court or tribunal that Plaintiffs' claims against them or any of their bankruptcy estates, including claims or debt based on this Consent Judgment, are dischargeable debt or claims under the United States Bankruptcy Code (including under 11 U.S.C. § 523, including 11 U.S.C. § 523 (a)(7), (a)(19)) or any other federal or state law. This waiver is limited solely to Plaintiffs and does not constitute a waiver of any rights in bankruptcy that Settling Defendant may possess against third parties, even if those claims are based in whole or in part upon the claims brought by Plaintiffs in this litigation.

27. Settling Defendant waives the right to argue, submit, propose, seek to establish or otherwise contend before any court or tribunal that Plaintiffs are precluded, estopped or otherwise barred, by the entire controversy doctrine or in any way whatsoever, from asserting claims against him related to practices not alleged in the Complaint, regardless of whether those claims arose before or after the Effective Date. This waiver is limited solely to Plaintiffs and does not constitute a waiver of any defenses that Settling Defendant may possess against third parties, even if those claims are based in whole or in part upon the claims brought by Plaintiffs in this litigation.

28. In the event that the Court shall not enter this Consent Judgment, this proposed Consent Judgment shall be of no force and effect against the Attorney General of New Jersey, the Director, the Commissioner, or Settling Defendant.

29. Settling Defendant has, by his signature and the signature of his counsel hereto, waived any right to appeal, petition for certiorari, move to reargue or rehear or be heard in connection with entry of this Consent Judgment concerning past conduct addressed in this Consent Judgment.

30. In exchange for the consideration set forth herein, Plaintiffs agree to release Settling Defendant from civil claims or Consumer-related administrative claims, to the extent permitted by New Jersey law, which the Plaintiffs brought or could have brought prior to the Effective Date against Settling Defendant for violations of the CFA or DACCA that relate to debt adjustment, mortgage loan modification and/or credit repair services. The release language in this paragraph is not intended to apply to any private right of action brought by any individual or entity, or to any Federal authority, or to any other State authority for conduct not described in the Complaint, including the transaction of any other business by Settling Defendant, or to criminal liability, or to any other Federal or State authority not a party to this action for conduct described in the Complaint.

31. 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 Settling Defendant from raising the defense of set-off against a Consumer who has received Restitution; (b) actions by the Commissioner of the New Jersey Department of Banking and Insurance to enforce any other banking or licensing

laws of the State including, but not limited to, the DACCA, and corresponding regulations; (c) actions to enforce this Consent Judgment; (d) any claims against Settling Defendant by any other agency or subdivision of the State, including the Division of Criminal Justice and the New Jersey Office of Attorney Ethics; (e) claims, enforcement actions or prosecutions by any person or entity not a party to this Consent Judgment.

32. 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.

33. This Consent Judgment, when fully executed and performed by Settling Defendant to a reasonable expectation of the Attorney General, will resolve all claims against Settling Defendant that were raised in the Complaint filed by the Attorney General, the Division, and the Commissioner in this action. However, nothing in this Consent Judgment is intended to, nor shall, limit the Attorney General's investigatory or compliance review powers otherwise provided by law.

34. Notwithstanding any provision of this Consent Judgment to the contrary, the Attorney General may, in her discretion, grant written extensions of time for Settling Defendant to comply with any provision of this Consent Judgment.

35. The signatories to this Consent Judgment warrant and represent that they have read and understand this Consent Judgment, that they are duly authorized to execute this Consent Judgment, and that they have the authority to take all appropriate action required to be taken pursuant to the Consent Judgment to effectuate its terms.

36. This Consent Judgment may be executed in multiple counterparts, each of which shall be deemed a duplicate original.

37. This Consent Judgment is final and binding on the Parties, including all principals, agents, representatives, successors in interest, assigns, and legal representatives thereof. Each party has a duty to so inform any such successor in interest of the terms of this Consent Judgment. In no event shall assignment of any right, operate to relieve such party of its obligations set forth in this Consent Judgment.

38. All of the terms of this Consent Judgment are contractual and not merely recitals and none may be amended or modified except by a writing executed by all Parties hereto and approved by the Court.

39. In the event that any term, provision or paragraph of this Consent Judgment is ruled invalid or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining terms, provisions and paragraphs hereof shall not in any way be affected or impaired thereby.

40. The above captioned lawsuit shall be dismissed with prejudice as to Settling Defendant. However, the Court shall retain jurisdiction over the Parties and the matter and retain the power to order all applicable equitable remedies to ensure compliance with this Consent Judgment, including, but not limited to, contempt as provided in Paragraph 42.

41. This Consent Judgment supersedes and renders null and void any and all written or oral prior undertakings or agreements between the Parties regarding the subject matter hereof.

42. Failure to comply with any provision of this Consent Judgment shall be considered a violation of this Consent Judgment. Upon such a violation, Plaintiffs may



take any and all steps available to enforce this Consent Judgment, including seeking an order of contempt.

43. Failure by any party to seek enforcement of this Consent Judgment pursuant to its terms with respect to any instance or provision shall not be construed as a waiver to such enforcement with regard to other instances or provisions.

44. Nothing in this Consent Judgment shall preclude a right of action by any person not a party to this Consent Judgment and nothing in this Consent Judgment shall preclude Settling Defendant from asserting any defense to any action brought by a person not a party to this Consent Judgment.

45. All communications and notices regarding this Consent Judgment shall be sent by first class mail and facsimile, if twenty-five (25) pages or less in length, to:


Office of the Attorney General

James R. Michael  
Deputy Attorney General  
Division of Law  
124 Halsey Street, 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, NJ 07101  
Attorney for Plaintiffs

Defendants:

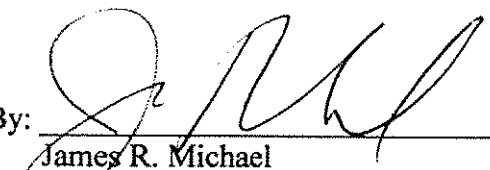
Glenn J. Williams, Esq.  
Florio Perrucci Steinhardt & Fader  
LLC  
235 Frost Avenue  
Phillipsburg, NJ 08865  
Attorney for Defendant Ejikeme Uzor

IT IS ON THIS *29<sup>th</sup>* DAY OF *September*, 2010 SO ORDERED,  
ADJUDGED AND DECREED.

  
\_\_\_\_\_  
HON. KENNETH J. LEVY J.S.C.

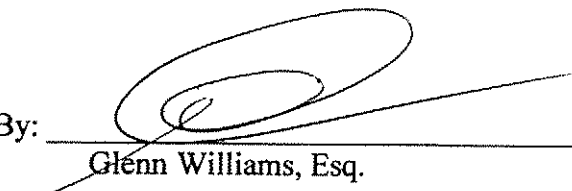
Jointly Approved and Submitted for Entry:

PAULA DOW  
ATTORNEY GENERAL OF NEW JERSEY

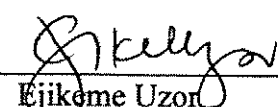
By:   
\_\_\_\_\_  
James R. Michael  
Deputy Attorney General  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

Dated: *9/17/10*

FOR DEFENDANTS EJKEME UZOR, EJIKE N. UZOR, UZOR FINANCIAL SOLUTIONS, L.L.C. AND UZOR AND ASSOCIATES, P.C.

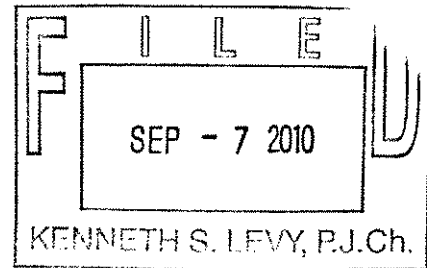
By:   
\_\_\_\_\_  
Glenn Williams, Esq.

Dated: *9/10/10*

By:   
\_\_\_\_\_  
Ejikeme Uzor

Dated: *8/31/2010*

PAULA T. DOW  
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: James R. Michael  
Janine Matton  
Deputy Attorneys General  
(973) 693-5055

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION - ESSEX COUNTY  
DOCKET NO. ESX-C-190-09

PAULA T. DOW, Attorney General of the  
State of New Jersey, THOMAS CALCAGNI,  
Acting Director of the New Jersey Division of  
Consumer Affairs, and THOMAS B.  
CONSIDINE, Commissioner of the New  
Jersey Department of Banking and Insurance,  
Plaintiffs,

v.

NEW DAY FINANCIAL SOLUTIONS, SA,  
NDROA, INC., AMERICAN CREDIT  
REPAIR AND DEBT SETTLEMENT,  
L.L.C., PARAMOUNT DEBT  
SETTLEMENT USA, L.L.C., UZOR  
FINANCIAL SOLUTIONS, L.L.C., UZOR  
AND ASSOCIATES, P.C., AMERICAN  
FINANCIAL ADVOCACY COUNCIL,  
STEPHEN PASCH, EJKEME N. UZOR,  
a/k/a EJIKE N. UZOR, JANE and JOHN  
DOES 1-10, individually and as owners,  
officers, directors, shareholders, founders,  
managers, agents, servants, employees,  
representatives and/or independent contractors  
of NEW DAY FINANCIAL SOLUTIONS,  
SA, AMERICAN CREDIT REPAIR AND  
DEBT SETTLEMENT, L.L.C.,  
PARAMOUNT DEBT SETTLEMENT USA,  
L.L.C., UZOR AND ASSOCIATES, P.C., and  
XYZ CORPORATIONS 1-10,

Defendants.

Civil Action

CONSENT JUDGMENT AS TO  
DEFENDANT STEPHEN PASCH,  
NDROA, INC., AMERICAN CREDIT  
REPAIR AND DEBT SETTLEMENT,  
L.L.C., PARAMOUNT DEBT  
SETTLEMENT USA, L.L.C., AND  
AMERICAN FINANCIAL ADVOCACY  
COUNCIL

WHEREAS the parties to this Action are Plaintiffs PAULA T. DOW, Attorney General of the State of New Jersey ("Attorney General"), THOMAS R. CALCAGNI, Acting Director of the New Jersey Division of Consumer Affairs, ("Division"), and THOMAS B. CONSIDINE, Commissioner of the New Jersey Department of Banking and Insurance, (collectively "Plaintiffs") and Defendants New Day Financial Solutions, SA, NDROA, INC., American Credit Repair And Debt Settlement, L.L.C., Paramount Debt Settlement USA, L.L.C., Uzor Financial Solutions, L.L.C., Uzor And Associates, P.C., American Financial Advocacy Council, Stephen Pasch, Ejikeme N. Uzor, a/k/a Ejike N. Uzor.

WHEREAS, as evidenced by their signatures below, Plaintiffs and Defendant Stephen Pasch, N.D.R.O.A., INC., American Credit Repair and Debt Settlement, L.L.C., Paramount Debt Settlement USA, L.L.C., and American Financial Advocacy Council ("Settling Defendants") (collectively "Parties") have agreed to a resolution of Plaintiffs' claims against Settling Defendants in this action, and consent to the entry of this Consent Judgment ("Consent Judgment") and its provisions setting forth the terms of the resolution, without trial or adjudication of any issue of fact or law, and without admission of any liability or wrongdoing of any kind.

**WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
AS FOLLOWS:**

**PART ONE: DEFINITIONS**

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- d. The use of the singular form of any word includes the plural and vice versa.
- e. "CFA" means the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq.
- f. "Consumer" shall refer to any Person, defined in accordance with N.J.S.A. 56:8-1(d), who is offered merchandise, defined in accordance with N.J.S.A. 56:8-1(c), for Sale, defined in accordance with N.J.S.A. 56:8-1(e).
- g. "DACCA" means New Jersey's Debt Adjustment and Credit Counseling Act, N.J.S.A. 17:16G-1 et seq.
- h. "DCA" means the New Jersey Division of Consumer Affairs, Department of Law and Public Safety.
- i. "DOBI" means the New Jersey Department of Banking and Insurance.
- j. "CROA" means the Credit Repair Organizations Act, 15 U.S.C. § 1679 et seq.
- k. "NCA" means the New Jersey Nonprofit Corporation Act, N.J.S.A. 15A:1-1 et seq.
- l. "Debt Adjustment" means acting or offering to act for a consideration as an intermediary between a debtor and the debtor's creditors for the purpose of settling, compounding, or otherwise altering the terms of payment of any debts of the debtor, including a home mortgage, or receiving money or other property from a debtor, or on behalf of a debtor, for payment to, or distribution among, the creditors of the debtor pursuant to N.J.S.A. 17:16G-1.

m. "Mortgage Loan Modification or Foreclosure Relief Service" means an act of debt adjustment, including any good, service, plan, or program that is represented, expressly or by implication, to assist a Consumer in any manner to (A) stop, prevent, or postpone any home mortgage or deed of trust foreclosure sale; (B) obtain or arrange a modification of any term of a home loan, deed of trust, or mortgage; (C) obtain any forbearance from any mortgage loan holder or servicer; (D) exercise any right of reinstatement of any mortgage loan; (E) obtain, arrange, or attempt to obtain or arrange any extension of the period within which the owner of property sold at foreclosure may cure his or her default or reinstate his or her obligation; (F) obtain any waiver of an acceleration clause contained in any promissory note or contract secured by a deed of trust or mortgage on a residence in foreclosure or contained in that deed of trust; (G) obtain a loan or advance of funds that is connected to the Consumer's home ownership; (H) avoid or ameliorate the impairment of the Consumer's credit record credit history, or credit rating that is connected to the Consumer's home ownership; (I) save the Consumer's residence from foreclosure; (J) assist the Consumer in obtaining proceeds from the foreclosure sale of the Consumer's residence; (K) obtain or arrange a pre-foreclosure sale, short sale, or deed-in-lieu of foreclosure; (L) obtain or arrange a refinancing, recapitalization, or reinstatement of a home loan, deed of trust, or mortgage; (M) audit or examine a Consumer's mortgage or home loan application; (N) obtain, arrange, or attempt to obtain or arrange any extension of the period within which the renter of property sold at foreclosure

may continue to occupy the property; or (O) the purchase of a residence and subsequent lease of that residence back to the original homeowner with the intent to forestall or avoid foreclosure. The foregoing shall include any manner of claimed assistance, including, but not limited to, debt, credit, budget, or financial counseling; receiving money for the purpose of distributing it to creditors; contacting creditors or servicers on behalf of the Consumer; and giving advice of any kind with respect to filing for bankruptcy.

- n. "Credit Repair" means providing or performing any service, in return for the payment of money or other valuable consideration, for the express or implied purpose of (i) improving any consumer's credit record, credit history, or credit rating; or (ii) providing advice or assistance to any consumer with regard to any activity or service described in clause (i);
- o. "Merchandise" shall be defined in accordance with N.J.S.A. 56:8-1(c) and/or N.J.A.C. 13:45A-9.1 and includes, but is not limited to, mortgage loan modification assistance or foreclosure relief services.
- p. "New Jersey" shall refer to the State of New Jersey.
- q. "Sale" shall be defined in accordance with N.J.S.A. 56:8-1(e).
- r. "Servicer" means any beneficiary, mortgagee, trustee, loan servicer, loan holder, or other entity that performs loan or credit account administration or processing services and/or its authorized agents.

**PART TWO: COMPLIANCE WITH THE LAW**

2. Settling Defendants agree to comply fully with all Federal and State laws, including but not limited to the CFA, the DACCA, the NCA, the CROA, and all regulations of the Department of Banking and Insurance.

**PART THREE: INJUNCTIVE RELIEF**

3. Settling Defendants shall not engage in any unfair or deceptive acts or practices in the conduct of any business and shall comply with such State and/or Federal laws, rules and regulations as now constitute or as may hereafter be amended, including the CFA, the DACCA, the NCA, the CROA and all regulations of the Department of Banking and Insurance.

4. Settling Defendants shall not contract with new clients for loan modification or foreclosure relief services, debt adjustment and/or credit repair services; accept any fees for such services, market loan modification or foreclosure relief services, debt adjustment and/or credit repair services to consumers; or maintain or participate in any business involving telemarketing to solicit consumers for loan modification or foreclosure relief services, debt adjustment and/or credit repair services.

5. Settling Defendants shall not engage in loan modification or foreclosure relief services, debt adjustment and/or credit repair services with New Jersey residents or with out-of-state residents from an office or location in the State of New Jersey.

6. Settling Defendants shall expeditiously wind down and dissolve the entities American Credit Repair and Debt Settlement, L.L.C., Paramount Debt Settlement USA, L.L.C., and American Financial Advocacy Council. Settling Defendants shall provide notice to Plaintiffs within fifteen (15) days after each entity is dissolved, along



with documents evidencing the dissolution, however, final dissolution and the submission of evidence thereof shall occur no later than November 30, 2010.

7. Settling Defendant Stephen Pasch ("Defendant Pasch") shall continue to cooperate with the Plaintiffs in their litigation and investigation of matters related to the Complaint. Defendant Pasch shall respond to any reasonable requests by Plaintiffs for documents or information in a timely and complete manner, and agree to make himself available for interviews by representatives of Plaintiffs upon reasonable notice. Such cooperation shall include, without limitation and without subpoena:

- a. Voluntary production of all documents or other tangible evidence requested which has not already been produced to Plaintiffs;
- b. Voluntary and prompt attendance at all proceedings, given reasonable notice, at which Defendant Pasch's presence and/or testimony is requested by Plaintiffs, where Defendant Pasch shall give voluntary forthright and complete testimony. Plaintiffs will accept telephonic attendance unless Plaintiffs deem in person attendance is necessary; and
- c. Voluntary forthright and complete responses to all inquiries from Plaintiffs to Defendant Pasch.

8. Defendant Pasch shall not operate or engage in any telemarketing activities, telemarketing sales calls, or unsolicited telemarketing sales, as defined in N.J.S.A. 56:8-120, unless and until Settling Defendant properly registers with the Division of Consumer Affairs in the Department of Law and Public Safety, as required by N.J.S.A. 56:8-121.

9. Defendant Pasch shall, for a period of ten (10) years, be barred from applying to the Division of Banking within the Department of Banking and Insurance for any license, including but not limited to, a bar from applying to hold a mortgage banker, broker or originator's license. Defendant Pasch further acknowledges and consents that nothing contained within this paragraph shall be construed to provide Defendant Pasch with the right or self-executing ability to obtain a license or registration from the Division of Banking upon the conclusion of the ten (10) year licensing bar without satisfying all requirements applicable to licensure or registration as set forth in statute or regulation.

10. Defendant Pasch consents that he shall not engage for a period of at least ten (10) years in any business related directly or indirectly to mortgage loans, including but not limited to, the solicitation, origination, brokering, funding, adjustment, counseling, refinancing or referral service, through a call center or otherwise, with respect to any mortgage loan with any New Jersey resident or with any out-of-state resident from an office or location in the State of New Jersey.

11. Defendant Pasch shall provide, for a period of five (5) years from the date of entry of this Consent Judgment, on an annual basis, and within fifteen (15) days of the anniversary date of the entry of this Consent Judgment, a written report to the Plaintiffs, which is true and accurate and sworn to under penalty of perjury, setting forth in detail the following information:

- a. Defendant Pasch's then current residence address, mailing addresses, and telephone numbers;
- b. Defendant Pasch's then-current employment status (including self-employment), including the name, address, and telephone numbers of each

business that Defendant Pasch is affiliated with, employed by, or performs services for; a detailed description of the nature of each business; and a detailed description of Defendant Pasch's duties and responsibilities in connection with each business or employment; and

- c. Any changes in Defendant Pasch's name or use of any aliases or fictitious names within ten (10) days of the date of such change;
- d. Defendant Pasch's 1040 Income Tax return, including Schedules and Forms. These documents are for Plaintiffs' use only and shall not be disclosed to non-parties to this Consent Judgment unless otherwise required by court order.
- e. Said written report shall be sent via overnight mail or in a manner in which service is confirmed to:

Jennifer Micco, Supervising Investigator  
Office of Consumer Protection  
Division of Consumer Affairs  
124 Halsey Street – 7<sup>th</sup> Floor  
P.O. Box 45025  
Newark, NJ 07101

#### **PART FOUR: MONETARY RELIEF**

12. The Parties have agreed to a settlement of the Action in the amount of Eight Hundred and Five Thousand Dollars (\$805,000) (the "Settlement Amount").

13. Settling Defendant shall pay the amount of Two Hundred and Five Thousand Dollars (\$205,000) within sixty (60) days of the Effective Date.

14. The settlement amounts in paragraphs 12 and 13 comprise Consumer restitution pursuant to N.J.S.A. 56:8-15, penalties pursuant to N.J.S.A. 56:8-13 and

N.J.S.A. 17:16G-8, and Plaintiffs' attorneys fees and investigative costs pursuant to N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19. Plaintiffs shall determine and distribute Consumer restitution at their sole discretion. Any moneys remaining shall be applied to the reimbursement of attorneys' fees and investigative costs and/or statutory penalties.

15. The payment referenced in paragraph 13 shall be made by wire transfer or certified or cashier's check made payable to "New Jersey Division of Consumer Affairs" and shall be forwarded to:

Jennifer Micco, Supervising Investigator  
Office of Consumer Protection  
Division of Consumer Affairs  
124 Halsey Street – 7<sup>th</sup> Floor  
P.O. Box 45025  
Newark, NJ 07101

16. Upon making the payment referenced in paragraph 13, Settling 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.

17. For a period of two years from the Effective Date, the Six Hundred Thousand Dollar (\$600,000) balance of the Settlement Amount, which comprises civil penalties pursuant to N.J.S.A. 56:8-13 and N.J.S.A. 17:16G-8, shall be suspended and automatically vacated at the end of that period, provided:

- a. Settling Defendants comply in all material respects with the restraints and conditions set forth in this Consent Judgment;
- b. Settling Defendants timely make the payment referenced in paragraph 13;

- c. Plaintiffs do not uncover information that Settling Defendant Pasch made any material misrepresentation or material omission in disclosures concerning his knowledge of or involvement in the activities described in the Complaint, or with respect to any information provided to Plaintiffs in connection with the resolution of this matter, and
- d. Settling Defendants do not engage in any acts or practices in violation of the CFA, DACCA, NCA or CROA.

18. In the event Settling Defendants materially fail to comply with any provision of this agreement, any unpaid balance of the entire Settlement Amount (\$805,000) shall be immediately due and payable in the form of penalties upon notice by the Plaintiffs, with \$300,000 payable to DCA and \$300,000 payable to DOBI. In any such notice, however, Plaintiffs shall provide Settling Defendants with specific details of Settling Defendants' alleged noncompliance and Settling Defendants shall be afforded a fifteen-day period within which to cure any such noncompliance. In the event of Settling Defendants' failure to cure any such noncompliance, Plaintiffs may move on notice or by Order to Show Cause to have the Judgment entered for the entire Settlement Amount, Settling Defendants shall have the right to submit opposition to any such motion or Order to Show Cause application filed by Plaintiffs and to contest same on any return date. Upon being presented with evidence that the Settling Defendants have failed to materially comply with this Consent Judgment, the Court may enter judgment for the entire balance of Settling Defendants' Settlement Amount and for Plaintiffs' costs associated with investigating and litigating that noncompliance, including reasonable attorneys' fees.

**PART FIVE: JURISDICTION AND OTHER PROVISIONS**

19. Pursuant to the CFA, NCA and DACCA, the Parties admit jurisdiction of this Court over the subject matter and over the Settling Defendants for purposes of entering into and enforcing this Consent Judgment. Jurisdiction is retained by this Court for such further orders and directions as may be necessary or appropriate for the construction and modification of the injunctive provisions herein, or execution of this Consent Judgment, including punishment for any violation of this Consent Judgment. Pursuant to the CFA, NCA and DACCA, venue is proper in this Court.

20. The Parties consent to the entry of this Consent Judgment for the purposes of settlement only and this Consent Judgment does not constitute any admission of liability or wrongdoing, either express or implied, by Settling Defendants or any other party.

21. The entry of this Consent Judgment has been consented to by Settling Defendants upon advice of counsel as their own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed upon them by this Consent Judgment, and Settling Defendants consent to its entry without further notice, and aver that no offer, agreement or inducements of any nature whatsoever have been made to them by the Plaintiffs or Plaintiffs' employees to procure this Consent Judgment.

22. This Consent Judgment shall be governed by, and construed and enforced in accordance with, the laws of New Jersey.

23. 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.

24. 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 Settling Defendants.

25. Settling Defendants waive the right to argue, submit, propose, seek to establish or otherwise contend before any court or tribunal that Plaintiffs' claims against them or any of their bankruptcy estates, including claims or debt based on this Consent Judgment, are dischargeable debt or claims under the United States Bankruptcy Code (including under 11 U.S.C. § 523, including 11 U.S.C. § 523 (a)(7), (a)(19)) or any other federal or state law. This waiver is limited solely to Plaintiffs and does not constitute a waiver of any rights in bankruptcy that Settling Defendants may possess against third parties, even if those claims are based in whole or in part upon the claims brought by Plaintiffs in this litigation.

26. Settling Defendants waive the right to argue, submit, propose, seek to establish or otherwise contend before any court or tribunal that Plaintiffs are precluded, estopped or otherwise barred, by the entire controversy doctrine or in any way whatsoever, from asserting claims against them related to practices not alleged in the Complaint, regardless of whether those claims arose before or after the Effective Date. This waiver is limited solely to Plaintiffs and does not constitute a waiver of any defenses that Settling Defendants may possess against third parties, even if those claims are based in whole or in part upon the claims brought by Plaintiffs in this litigation.

27. In the event that the Court shall not enter this Consent Judgment, this proposed Consent Judgment shall be of no force and effect against the Attorney General of New Jersey, the Director, the Commissioner, or Settling Defendants.

28. Settling Defendants have, by their signature and the signature of counsel hereto, waived any right to appeal, petition for certiorari, move to reargue or rehear or be heard in connection with entry of this Consent Judgment concerning past conduct addressed in this Consent Judgment.

29. In exchange for the consideration set forth herein, Plaintiffs agree to release Settling Defendants from civil claims or Consumer-related administrative claims, to the extent permitted by New Jersey law, which the Plaintiffs brought or could have brought prior to the Effective Date against Settling Defendants for violations of the CFA or DACCA that relate to debt adjustment, mortgage loan modification and/or credit repair services. The release language in this paragraph is not intended to apply to any private right of action brought by any individual or entity, or to any Federal authority, or to any other State authority for conduct not described in the Complaint, including the transaction of any other business by Settling Defendants, or to criminal liability.

30. 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 Settling Defendants from raising the defense of set-off against a Consumer who has received Restitution; (b) actions by the Commissioner of the New Jersey Department of Banking and Insurance to enforce any other banking or licensing laws of the State including, but not limited to, the DACCA, and corresponding regulations; (c) actions to enforce this Consent Judgment; (d) any claims against Settling



Defendants by any other agency or subdivision of the State, including the Division of Criminal Justice; (e) claims, enforcement actions or prosecutions by any person or entity not a party to this Consent Judgment.

31. This Consent Judgment, when fully executed and performed by Settling Defendants to a reasonable expectation of the Attorney General, will resolve all claims against Settling Defendant that were raised in the Complaint filed by the Attorney General, the Division, and the Commissioner in this action. However, nothing in this Consent Judgment is intended to, nor shall, limit the Attorney General's investigatory or compliance review powers otherwise provided by law.

32. Notwithstanding any provision of this Consent Judgment to the contrary, the Attorney General may, in her discretion, grant written extensions of time for Settling Defendants to comply with any provision of this Consent Judgment.

33. The signatories to this Consent Judgment warrant and represent that they have read and understand this Consent Judgment, that they are duly authorized to execute this Consent Judgment, and that they have the authority to take all appropriate action required to be taken pursuant to the Consent Judgment to effectuate its terms.

34. This Consent Judgment may be executed in multiple counterparts, each of which shall be deemed a duplicate original.

35. This Consent Judgment is final and binding on the Parties, including all principals, agents, representatives, successors in interest, assigns, and legal representatives thereof. Each party has a duty to so inform any such successor in interest of the terms of this Consent Judgment. In no event shall assignment of any right, operate to relieve such party of its obligations set forth in this Consent Judgment.

36. All of the terms of this Consent Judgment are contractual and not merely recitals and none may be amended or modified except by a writing executed by all Parties hereto approved by the Court.

37. In the event that any term, provision or paragraph of this Consent Judgment is ruled invalid or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining terms, provisions and paragraphs hereof shall not in any way be affected or impaired thereby.

38. The above captioned lawsuit shall be dismissed without prejudice as to Settling Defendants. However, the Court shall retain jurisdiction over the Parties and the matter and retain the power to order all applicable equitable remedies to ensure compliance with this Consent Judgment, including, but not limited to, contempt as provided in Paragraph 40.

39. This Consent Judgment supersedes and renders null and void any and all written or oral prior undertakings or agreements between the Parties regarding the subject matter hereof.

40. Failure to comply with any provision of this Consent Judgment shall be considered a violation of this Consent Judgment. Upon such a violation, Plaintiffs may take any and all steps available to enforce this Consent Judgment, including seeking an order of contempt.

41. Failure by any party to seek enforcement of this Consent Judgment pursuant to its terms with respect to any instance or provision shall not be construed as a waiver to such enforcement with regard to other instances or provisions.

42. Nothing in this Consent Judgment shall preclude a right of action by any person not a party to this Consent Judgment and nothing in this Consent Judgment shall preclude Settling Defendants from asserting any defense to any action brought by a person not a party to this Consent Judgment.

43. All communications and notices regarding this Consent Judgment shall be sent by first class mail and facsimile, if twenty-five (25) pages or less in length, to:

Office of the Attorney General

James R. Michael  
Deputy Attorney General  
Division of Law  
124 Halsey Street, 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, NJ 07101

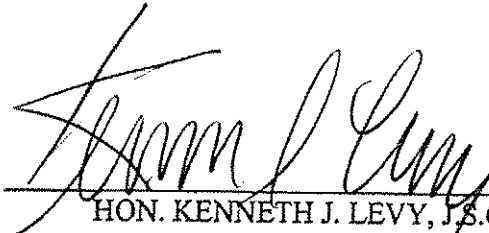
Attorney for Plaintiffs

Settling Defendants:

Victor Herlinsky, Esq.  
Nowell Amoroso Klein Bierman, P.A.  
155 Polifly Road, 3rd Floor  
Hackensack, NJ 07601

Attorney for Defendants Stephen Pasch,  
N.D.R.O.A., INC., American Credit  
Repair And Debt Settlement, L.L.C.,  
Paramount Debt Settlement USA, L.L.C.,  
and American Financial Advocacy  
Council

IT IS ON THIS 7<sup>th</sup> DAY OF September, 2010 SO ORDERED,  
ADJUDGED AND DECREED.

  
\_\_\_\_\_  
HON. KENNETH J. LEVY, J.S.C.

Jointly Approved and Submitted for Entry:

PAULA DOW  
ATTORNEY GENERAL OF NEW JERSEY

By: James R. Michael <sup>by JRM</sup>

James R. Michael  
Deputy Attorney General  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

Dated: 8/31/2010

FOR DEFENDANTS STEPHEN PASCH, AMERICAN  
CREDIT REPAIR AND DEBT SETTLEMENT, L.L.C.,  
PARAMOUNT DEBT SETTLEMENT USA, L.L.C., AND  
AMERICAN FINANCIAL ADVOCACY COUNCIL

By: Victor Herlinksy Jr  
Victor Herlinksy, Esq.

Dated: 8/25/10

By: Stephen Pasch  
Stephen Pasch

Dated: 8/25/2010

Jointly Approved and Submitted for Entry:

PAULA DOW  
ATTORNEY GENERAL OF NEW JERSEY

By: James R. Michael <sup>by JRM</sup> Dated: 8/31/2010  
James R. Michael  
Deputy Attorney General  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

FOR DEFENDANTS STEPHEN PASCH, AMERICAN  
CREDIT REPAIR AND DEBT SETTLEMENT, L.L.C.,  
PARAMOUNT DEBT SETTLEMENT USA, L.L.C., AND  
AMERICAN FINANCIAL ADVOCACY COUNCIL

By: Victor Herlinksy, Jr. Dated: 8/25/10  
Victor Herlinksy, Esq.

By: Stephen Pasch Dated: 8/25/2010  
Stephen Pasch