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Division of Law
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FILED

MAY - 6 2011

Division of Consumer Affairs

By: Gina M. Betts
Deputy Attorney General
(973) 648-3070

STATE OF NEW JERSEY
DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS

In the Matter of

COMM-SERVICES, LLC., ABRAHAM S.
COHEN, and ELLIOT MAVORAH,

Respondents.

Administrative Action

CONSENT ORDER

WHEREAS this matter having been opened by the New Jersey Division of Consumer Affairs, Office of Consumer Protection (the "Division"), as an investigation to ascertain whether violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), and the regulations promulgated thereunder, N.J.A.C. 13:45A-1 et seq., specifically the Regulations Governing General Advertising Practices, N.J.A.C. 13:45A-9.1 et seq. ("Advertising Regulations"), have been or are being committed by Comm-Services, LLC ("Comm-Services"), a New Jersey limited liability company with a main business address of 3500 Sunset Avenue, Suite D5, Ocean, New Jersey 07712, Abraham S. Cohen, individually and as owner, officer, director, manager, employee, representative and/or agent of Comm-Services, having a residential address of 265 Norgrove Avenue, Long Branch, New Jersey 07740-4625, and Elliot Mavorah, individually and as

owner, officer, director, manager, employee, representative and/or agent of Comm-Services, having a residential address of 928 Elberon Avenue, Long Branch, New Jersey 07740-4707 (collectively, "Respondents") (hereinafter referred to as the "Investigation");

WHEREAS the Division alleges that Respondents, among other things, have mailed to consumers DVDs that the consumers had not ordered and have placed unauthorized charges on the consumers' credit or debit cards;

WHEREAS the Respondents deny that they have committed any violation of the CFA and/or the Advertising Regulations;

WHEREAS the Division and Respondents (collectively, "Parties") have reached an amicable agreement hereby resolving the issues in controversy and concluding this Investigation without the need for further action, and Respondents having voluntarily cooperated with the Investigation and consented to the entry of the within Order ("Consent Order") without having admitted any violation of law or finding of fact, and for good cause shown;

IT IS ORDERED AND AGREED as follows:

1. EFFECTIVE DATE

1. This Consent Order shall be effective on the date that it is filed with the Division ("Effective Date").

2. DEFINITIONS

As used in this Consent Order, the following words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Order:

2.1 “Additional Consumer” shall refer to any Consumer who submits to the Division, directly or through CALA or another agency, after the Effective Date, a written Consumer complaint concerning Respondents’ business practices.

2.2 “Additional Consumer Complaint” shall refer to the complaint against Respondents by an Additional Consumer.

2.3 “ADR Unit” shall refer to Alternative Dispute Resolution Unit of the Division.

2.4 “Advertisement” shall mean any written, oral or electronic statement, illustration or depiction, that is designed to create interest in the purchase of, impart information about the attributes of, publicize the availability of, or effect the sale or use of, goods or services, whether the statement appears in a brochure, newspaper, magazine, free-standing insert, circular, mailer, package insert, package label, project instructions, electronic mail, Comm-Services Website, other website, pop up home page, television, cable television, program-length commercial or “infomercial” or any other medium. For purposes of the Advertising Regulations, “Advertisement” shall be defined in accordance with N.J.A.C. 13:45A-9.1.

2.5 “Affected Consumer” shall refer to any Consumer who directly or through another agency submitted to the Division up to the Effective Date a written Consumer complaint concerning Respondents’ business practices, which complaint remains outstanding.

2.6 “Attorney General” shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General.

2.7 “CALA” shall refer to Consumer Affairs Local Assistance offices located within counties and/or municipalities in the State.

2.8 “Clearly and Conspicuously” shall mean a statement that, regardless of the medium in which it is made, is presented in such type, 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.

2.9 “Comm-Services Website” shall refer to all websites maintained by or on behalf of Comm-Services, including the website located at www.comm-services.com.

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

2.11 “Merchandise” shall be defined in accordance with N.J.S.A. 56:8-1(c) and includes, but is not limited to, DVDs. For purposes of the Advertising Regulations, “Merchandise” shall be defined in accordance with N.J.A.C. 13:45A-9.1.

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

2.13 “Recurring Order” shall refer to any instance in which additional Merchandise is sent to a Consumer without the Consumer taking any action other than placing the initial order.

2.14 “Restitution” shall refer to all methods undertaken by Respondents to resolve Affected Consumer Complaints and Additional Consumer Complaints including, but not limited to, the issuance of credits or refunds and the reversal of credit card or debit card charges.

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

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

3. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

3.1 Respondents 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 such applicable State and/or Federal laws, rules and regulations as now constituted or as may hereinafter be amended, including, but not limited to, the CFA and the Advertising Regulations.

3.2 Respondents shall not charge a Consumer's credit card, debit card or checking account for DVD's or other Merchandise that the Consumer did not order.

3.3 Respondents shall not mail to a Consumer DVD's or other Merchandise that the Consumer did not order.

3.4 Respondents shall not charge a Consumer's credit card without the Consumer's express authorization.

3.5 In any Advertisement, Respondents shall not utilize the language "Free DVD", when such Merchandise requires a payment from the Consumer of a shipping and handling or any other charge.

3.6 Respondents shall disclose in all Advertisements, including, but not limited to: banners, Comm-Services Website, e-mails, and pop-ups, the complete costs of any Merchandise offered to Consumers, including shipping and handling or any other charges. Said disclosure shall be printed in no less than 10-point font.

3.7 Respondents shall Clearly and Conspicuously set forth all disclaimers that apply to the Sale of Merchandise.

3.8 Respondents shall not, with respect to any Advertisement, use any type, size, location, illustration, graphic depiction or color which results in the obscuring of any material fact, as prohibited by N.J.A.C. 13:45A-9.2(a)(5).

3.9 Respondents shall include in all Merchandise order forms the following Consumer information: name, address, order date and credit or debit card number.

3.10 Respondents shall include in all Merchandise order forms the following information: (a) toll-free telephone number; (b) e-mail address; (c) mailing address for customer support; and (d) return policy.

3.11 Respondents shall provide a Consumer who places an order for Merchandise with a reference number. This number shall be utilized by the Consumer and Respondents' customer service representatives to identify and/or track an order and/or shipment.

3.12 Respondents shall not process a Consumer's telephone order for Merchandise until they obtain the Consumer's recorded authorization for such purchase.

3.13 With respect to all telephone orders for Merchandise, Respondents shall do the following: (a) read all terms and conditions to Consumers; (b) advise Consumers of any and all applicable charges, including shipping and handling; and (c) mail to Consumers an order confirmation form within fourteen (14) days of the telephone order which shall include a reference number and/or order number.

3.14 Respondents shall include the reference number on any invoice shipment and telephone confirmation letter to Consumers.

3.15 Respondents shall include on the review order page of the Comm-Services Website a prompt that requires Consumers to confirm their order by typing the Consumer's e-mail address at least twice prior to having the order submitted.

3.16 Respondents shall include on the review order page of the Comm-Services Website a second prompt for any Recurring Order. This prompt shall Clearly and Conspicuously state any and all terms and conditions of the Recurring Order, including: (a) actual cost; (b) charges (including shipping and handling); (c) date the Consumer will be charged; and (d) date and method of shipment to the Consumer. The prompt for any Recurring Order shall also require the Consumer to affirmatively consent to the Recurring Order by requiring the Consumer to type the Consumer's e-mail address at least twice prior to having the order submitted.

3.17 Respondents shall not require a Consumer to return Merchandise that the Consumer did not order.

3.18 Respondents shall remove from their website any requirement that Consumers return Merchandise that Consumers did not order.

3.19 Within three (3) weeks of a Consumer's request, Respondents shall provide refunds to and/or facilitate charge-backs for any Consumer who was charged for Merchandise that he/she did not order.

3.20 Respondents shall not require Consumers to provide a credit card, debit card or checking account number for purposes of processing a refund.

3.21 Respondents shall only require Consumers to provide the reference number for purposes of processing a refund.

3.22 Respondents shall instruct their customer service representatives to ask Consumers to provide a reference number rather than a credit card, debit card or checking account number for purposes of processing a refund.

3.23 Respondents shall not cause any Consumers who contact Respondents by telephone to remain on hold for excessive periods of time (i.e. no more than 8 minutes).

3.24 Respondents shall return all Consumer telephone calls within twenty-four (24) hours of receipt of the call.

3.25 Respondents shall ensure that all customer service representatives are knowledgeable of Respondent's business and are adequately able to assist Consumers.

3.26 Respondents shall retain documents and/or other information concerning all Consumer orders for a period of at least two (2) years from the Effective Date.

4. RESTITUTION AND EXISTING CONSUMER COMPLAINTS

4.1 Attached as Exhibit A is a list prepared by the Division that identifies each Affected Consumer.

4.2 Within thirty (30) days of the Effective Date, the Division shall transfer the Affected Consumers' complaints to the ADR Unit to reach resolution through binding arbitration. Respondents agree herein to consent to this arbitration process and to be bound by the arbitrator's decision. Respondents further agree to be bound by the immunity provisions of the New Jersey Arbitration Act, N.J.S.A. 2A:23B-14, and the New Jersey Tort Claims Act, N.J.S.A. 59:10A-1 et seq. The Division shall notify in writing both the Affected Consumer and Respondents' designated representative of the referral of the Affected Consumer Complaint to the ADR Unit. Thereafter, the

arbitration shall proceed in accordance with the ADR Guidelines (a copy of which is attached as Exhibit B).

4.3 If an Affected Consumer refuses to participate in the ADR program, that Affected Consumer Complaint shall be deemed closed for purposes of this Consent Order.

4.4 If Respondents fail or refuse to participate in the ADR program, the arbitrator may render a default against the Respondents. Unless otherwise specified in the arbitration award, the Respondents shall pay all arbitration awards within thirty (30) days of the arbitrator's decision. The Respondents' failure or refusal to participate in the arbitration process or to pay an arbitration award timely shall constitute a violation of this Consent Order.

4.5 The Parties may agree in writing to alter any time periods or deadlines set forth in this Section.

5. ADDITIONAL CONSUMER COMPLAINTS

5.1 For a period of three (3) years from the Effective Date, the Division shall forward to Respondents copies of any Additional Consumer Complaints. The Division shall forward to Respondents any Additional Consumer Complaint within thirty (30) days of the Division's receipt thereof.

5.2 After forwarding the Additional Consumer Complaint to Respondents, the Division shall provide the Additional Consumer with written notification of the following: (a) that the Additional Consumer Complaint has been forwarded to Respondents; (b) that he/she should expect a response from Respondents within thirty (30) days; and (c) the right to refer the Additional Consumer Complaint to the ADR Unit for binding arbitration if Respondents dispute the Additional Consumer Complaint and/or requested relief.

5.3 Within thirty (30) days of receiving an Additional Consumer Complaint from the Division, Respondents shall send a written response to the Additional Consumer, with a copy to the following: New Jersey Division of Consumer Affairs, Office of Consumer Protection, Attention: Case Management Tracking Supervisor, 124 Halsey Street, P.O. Box 45025, Newark, New Jersey 07101.

5.4 If Respondents do not dispute the Additional Consumer Complaint and requested relief, then Respondents' written response shall so inform the Additional Consumer. Respondents shall contemporaneously forward to such Additional Consumer the appropriate Restitution as well as all necessary documents. Where Restitution concerns the reversal of credit card or debit card charges, Respondents shall include documents evidencing that such adjustments have been made. Where Restitution concerns a refund or other payment, such shall be by certified check, money order or other guaranteed funds made payable to the Additional Consumer.

5.5 If Respondents dispute the Additional Consumer Complaint and/or the requested relief, then Respondents' written response shall include copies of all documents concerning Respondents' dispute of the Additional Consumer Complaint.

5.6 Within forty-five (45) days of Respondents' receipt of the Additional Consumer Complaint, Respondents shall notify the Division as to whether such Additional Consumer Complaint has been resolved. Such notification shall include the following:

- (a) The name and address of the Additional Consumer;
- (b) Whether or not the Additional Consumer Complaint has been resolved;
- (c) An identification of any Restitution provided to the Additional Consumer;
- (d) Copies of all documents evidencing any Restitution;

- (e) In the event Respondents' written response was returned as undeliverable, the efforts Respondents had undertaken to locate the Additional Consumer; and
- (f) Confirmation that Respondents sent all mailings to the Additional Consumer as required by this Section.

Following the Division's receipt and verification that an Additional Consumer Complaint has been resolved, that Additional Consumer Complaint shall be deemed closed for purposes of this Consent Order.

5.7 If within sixty (60) days of Respondents' receipt of the Additional Consumer Complaint: (a) Respondents have not notified the Division that the Additional Consumer Complaint has been resolved; (b) Respondents have notified the Division that the Additional Consumer Complaint has not been resolved; or (c) Respondents have notified the Division that the Additional Consumer refuses Respondents' offer of Restitution, the Division shall forward the Additional Consumer complaint to the ADR Unit to reach a resolution of the Additional Consumer Complaint through binding arbitration. Respondents agree herein to consent to this arbitration process and to be bound by the arbitrator's decision. Respondents further agree to be bound by the immunity provision of the New Jersey Arbitration Act, N.J.S.A. 2A:23B-14 and the New Jersey Tort Claims Act, N.J.S.A. 59:10A-1 et seq. The Division shall notify in writing the Additional Consumer of the referral of the complaint to the ADR Unit. Thereafter, the arbitration shall proceed in accordance with the ADR Guidelines.

5.8 In the event Respondents fail or refuse to participate in the ADR program, the arbitrator may enter a default against Respondents. Unless otherwise specified in the arbitration award, Respondents shall pay any and all arbitration awards within thirty (30) days of the arbitrator's

decision. Respondents' failure or refusal to participate in the arbitration process or to timely pay an arbitration award shall constitute a violation of this Consent Order.

5.9 If an Additional Consumer refuses to participate in the ADR program, that Additional Consumer Complaint shall be deemed closed for the purposes of this Consent Order.

5.10 The Parties may agree in writing to alter any time periods or deadlines set forth in this Section.

6. SETTLEMENT AMOUNT

6.1 The Parties have agreed to a settlement of the Investigation in the amount of One Hundred Eighty-Six Thousand Three Hundred and 30/100 Dollars (\$186,300.30) ("Settlement Amount").

6.2 The Settlement Amount is comprised of the following: civil penalties in the amount of One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00), pursuant to N.J.S.A. 56:8-13; reimbursement of the Division's attorneys' fees of Five Thousand Six Hundred Forty-Three and 44/100 Dollars (\$5,643.44), pursuant to N.J.S.A. 56:8-19; and reimbursement of the Division's investigative costs of Five Thousand Six Hundred Fifty-Six and 86/100 Dollars (\$5,656.86), pursuant to N.J.S.A. 56:8-11.

6.3 Out of the Settlement Amount, Respondents shall pay the amount Sixty-One Thousand Three Hundred and 30/100 (\$61,300.30) ("Settlement Payment"), according to the following payment schedule:

- (a) On May 3, 2011, Respondents shall make a payment in the amount of Eleven Thousand and 00/100 Dollars (\$11,000.00); and
- (b) On or before May 31, 2011, Respondents shall make a payment in the amount of Fifty Thousand Three Hundred and 30/100 Dollars (\$50,300.30).

6.4 The Settlement Payment shall be made by certified or cashier's check made payable to "New Jersey Division of Consumer Affairs" and forwarded to the undersigned:

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

6.5 Upon making the Settlement Payment, Respondents 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.

6.6 Subject to the conditions set forth in Section 6.7, the Division agrees to suspend the One Hundred Twenty-Five Thousand and 00/100 balance of the Settlement Amount, which represents civil penalties, pursuant to N.J.S.A. 56:8-13 ("Suspended Penalty").

6.7 The Suspended Penalty shall be automatically vacated within five (5) years from the Effective Date, provided:

- (a) Respondents comply with the restraints and conditions set forth in this Consent Order;
- (b) Respondents do not engage in any acts or practices in violation of the CFA and/or the Advertising Regulations; and/or
- (c) Respondents make the Settlement Payment in accordance with Sections 6.3 and 6.4.

6.8 In the event Respondents fail to comply with Section 6.7, the Suspended Penalty shall be immediately due and payable upon written notice by the Division. In any such notice, the Division shall provide Respondents with the specific details of the alleged noncompliance and Respondents shall be afforded a five (5) day period within which to cure any such noncompliance. In the event of Respondents' failure to cure any such noncompliance, the Division will file a Certificate of Debt for the Suspended Penalty as well as any balance of the Settlement Payment.

7. GENERAL PROVISIONS

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

7.2 This Consent Order 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 the Consent Order 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 Order.

7.4 This Consent Order sets forth the entire agreement among the Parties. Except as otherwise provided herein, this Consent Order shall be modified only by a written instrument signed by or on behalf of the Division and Respondents.

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

7.6 If any provision of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

7.7 This Consent Order shall be binding upon Respondents as well as their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, successors and assigns, and any Person 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 Order 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 Order avoid compliance with this Consent Order.

7.9 This Consent Order is entered into by the Parties for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Order shall be construed as: (a) an approval, sanction or authorization by the Attorney General, the Division or any other governmental unit of the State of any act or practice of the Respondents; or (b) an admission by Respondents that any of their acts or practices described in or prohibited by this Consent Order are unfair or deceptive or violate the CFA and/or the Advertising Regulations. Neither the existence of, nor the terms of this Consent Order shall be deemed to constitute evidence or precedent of any kind except in: (a) an action or proceeding by one of the Parties to enforce, rescind or otherwise implement or affirm any or all of the terms herein; or (b) an 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 Unless otherwise prohibited by law, any signatures by the Parties required for filing of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Consent Order.

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

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

8. RELEASE

8.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Respondents making the payments in the manner specified in Sections 4, 5 and 6, the Division hereby agrees to release Respondents from any and all civil claims or Consumer related administrative claims, to the extent permitted by State law, which the Division could have brought prior to the Effective Date against Respondents for violations of the CFA and Advertising Regulations arising out of the Investigation, as well as the matters specifically addressed in this Consent Order (“Released Claims”).

8.2 Notwithstanding any term of this Consent Order, the following do not comprise Released Claims: (a) private rights of action; (b) actions to enforce this Consent Order; and (c) any claims against Respondents by any other agency or subdivision of the State.

9. FORBEARANCE ON EXECUTION AND DEFAULT

9.1 Respondents agree to pay all reasonable attorneys’ fees and costs including, but not limited to, Court costs, associated with any successful collection efforts by the Division pursuant to this Consent Order.

9.2 Respondents agree that if they default on making the Settlement Payment under Section 6 or in the event they fail to make any Restitution payments under Sections 4 and 5, the Division shall be able to seek any remedies available at law including, but not limited to, statutory interest.

9.3 Respondents further agree that if they fail to perform any of their obligations under Sections 4 and 5 of this Consent Order and Respondents fail to cure such default within fifteen (15) days after receipt of written notice from the Division, the Division may exercise any available rights or remedies under law.

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 Order or to seek sanctions for violations hereof or both.

10.2 The Parties agree that any future violations by Respondents of the injunctive provisions of this Consent Order, the CFA and/or the Advertising Regulations shall constitute a second or succeeding violation pursuant to N.J.S.A. 56:8-13, and that Respondents may be subjected to enhanced penalties, as provided therein, upon a Court's finding that Respondents have committed a violation of the injunctive provisions of this Consent Order, the CFA and/or the Advertising Regulations.

11. COMPLIANCE WITH ALL LAWS

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

- (a) Relieving Respondents of their obligations to comply with all State and Federal laws, regulations, rules, as now constituted or as may hereafter be

amended, or as granting permission to engage in any acts or practices prohibited by such laws, regulations or rules; or

- (b) Limiting or expanding any right the Division may otherwise have to obtain information, documents or testimony from Respondents 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 Respondents 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 ORDER

12.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Parties pursuant to this Consent Order shall be sent by United States Mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides tracking services and identification of Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Division:

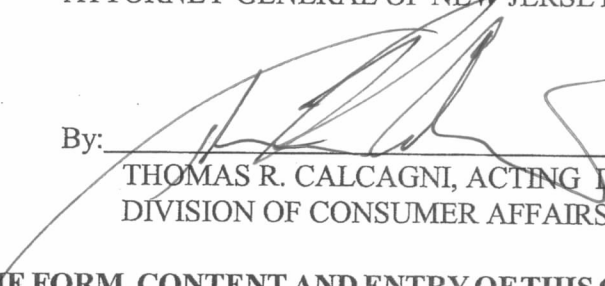
Gina M. Betts, Deputy Attorney General
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Consumer Fraud Prosecution Section
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

For the Respondents:

Charles Uliano, Esq.
Chamlin, Rosen, Uliano & Witherington
268 Norwood Avenue
P.O. Box 38
West Long Branch, New Jersey 07764

IT IS ON THE 6th DAY OF May, 2011 SO ORDERED.


PAULA T. DOW
ATTORNEY GENERAL OF NEW JERSEY

By: 
THOMAS R. CALCAGNI, ACTING DIRECTOR
DIVISION OF CONSUMER AFFAIRS

THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS CONSENT ORDER ON THE DATES UNDER THEIR RESPECTIVE SIGNATURES.

FOR THE DIVISION:


PAULA T. DOW
ATTORNEY GENERAL OF NEW JERSEY

By: 
Gina M. Betts
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: May 4, 2011

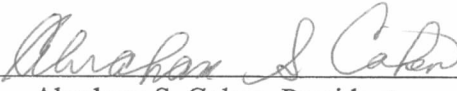
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

FOR THE RESPONDENTS:

By:  Charles Uliano, Esq.
Charles Uliano, Esq.
Chamlin, Rosen, Uliano & Witherington
268 Norwood Avenue
P.O. Box 38
West Long Branch, New Jersey 07764

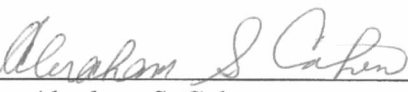
Dated: 5/3/11, 2011

COMM-SERVICES, INC.

By: 
Abraham S. Cohen, President
Comm Services, LLC.


Dated: 5/3/11, 2011

ABRAHAM S. COHEN

By: 
Abraham S. Cohen
265 Norgrove Avenue,
Long Branch, New Jersey 07740-4625

Dated: 5/3/11, 2011

ELLIOT MAVORAH

By: 
Elliot Mavorah
928 Elberon Avenue
Long Branch, New Jersey 07740-4707

Dated: 5/3/11, 2011