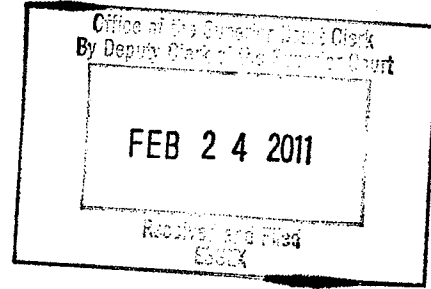


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SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
ESSEX COUNTY  
DOCKET NO. C-47-11

PAULA T. DOW, Attorney General of the State of  
New Jersey, and THOMAS R. CALCAGNI,  
Acting Director of the New Jersey Division of  
Consumer Affairs,

Plaintiffs,

v.

DAVID S. BROOKMAN, and CAPITAL  
ENTERPRISES, INC. d/b/a MAXWELL SCOTT  
ENTERPRISES, MAXWELL SCOTT, DAVID  
GATES ENTERPRISES and WARNER  
DANIEL, JANE and JOHN DOES 1-10,  
individually and as owners, officers, directors,  
shareholders, founders, managers, agents,  
servants, employees, representatives and/or  
independent contractors of DAVID S.  
BROOKMAN, CAPITAL ENTERPRISES, INC.  
d/b/a MAXWELL SCOTT ENTERPRISES,  
MAXWELL SCOTT, DAVID GATES  
ENTERPRISES and WARNER DANIEL, and  
XYZ CORPORATIONS 1-20,

Defendants.

Civil Action

COMPLAINT

Plaintiffs Paula T. Dow, Attorney General of the State of New Jersey ("Attorney General"), with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey, and Thomas R. Calcagni, Acting Director of the New Jersey Division of Consumer Affairs ("Acting Director"), with offices located at 124 Halsey Street, Seventh Floor, Newark, New Jersey, by way of this Complaint state:

**PRELIMINARY STATEMENT**

1. Work-at-home programs offer a unique alternative to the traditional office environment. Legitimate work-at-home programs provide an opportunity to make a living for individuals who might not otherwise have the ability to work outside of the home, for among other reasons, disability, child care and transportation issues. Additionally, these programs provide an opportunity for individuals who are otherwise employed to earn extra income.

2. At all relevant times, defendants David S. Brookman and Capital Enterprises, Inc. d/b/a Maxwell Scott Enterprises, Maxwell Scott, David Gates Enterprises and Warner Daniel (collectively referred to as "Defendants") were engaged in the advertisement, offer for sale and sale of work-at-home programs for consumers throughout the country. Among other things, Defendants advertised work-at-home envelope stuffing and booklet assembling programs, for which consumers would be paid a set amount per envelope stuffed (e.g. \$10.00) or booklet assembled (e.g. \$20.00). To participate in each work-at-home program, Defendants required a registration fee. Once consumers paid the requisite registration fees, Defendants substantially changed the terms and conditions of the work-at-home program, often requiring consumers to make further payments. Even when consumers made the additional payments, Defendants failed to perform as represented. As such, Defendants' conduct comprises multiple violations of the New Jersey Consumer Fraud Act,

N.J.S.A. 56:8-1 et seq. (“CFA”), and the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 et seq. (“Advertising Regulations”).

### **JURISDICTION AND PARTIES**

3. The Attorney General is charged with the responsibility of enforcing the CFA and the regulations promulgated thereunder, including the Advertising Regulations. The Acting Director is charged with the responsibility of administering the CFA and the Advertising Regulations on behalf of the Attorney General.

4. By this action, the Attorney General and the Acting Director (collectively, “Plaintiffs”) seek injunctive and other relief for violations of the CFA and Advertising Regulations. Plaintiffs bring this action pursuant to their authority under the CFA, specifically N.J.S.A. 56:8-8, 56:8-11, 56:8-13 and 56:8-19. Venue is proper in Essex County, pursuant to R. 4:3-2, because it is a county in which the New Jersey Division of Consumer Affairs is located.

5. Defendant David S. Brookman (“Brookman”) resides at and maintains a mailing address of 16 Lake Drive, Mendham, New Jersey 07945.

6. Defendant Capital Enterprises, Inc. d/b/a Maxwell Scott Enterprises, Maxwell Scott, David Gates Enterprises and Warner Daniel (“Capital Enterprises”) is a New Jersey corporation established on May 1, 2000. Upon information and belief, Capital Enterprises maintains a main business address of 16 Lake Drive, Mendham, New Jersey. At all relevant times, Brookman has solely owned, operated, managed, controlled and directed Capital Enterprises’s business activities including the activities which form the basis of the allegations contained in this Complaint.

7. Since June 7, 2007, Capital Enterprises was registered to conduct business in the State under the alternate name of “Maxwell Scott.”

8. Since August 22, 2006, Capital Enterprises was registered to conduct business in the State under the alternate name of "Daniel Warner."

9. The registered agent in the State for Capital Enterprises is Brookman, who maintains a mailing address of 16 Lake Drive, Mendham, New Jersey 07945.

10. At all relevant times, defendant Brookman has been an owner and Chief Executive Officer of Capital Enterprises.

11. At all relevant times, Defendants have transacted business from the following addresses: (1) 16 Lake Drive, Mendham, New Jersey; (2) 88 East Main Street, Mendham, New Jersey; and (3) 275 Route 10 East, Sucasunna, New Jersey.

12. Upon information and belief, John and Jane Does 1 through 20 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors of Brookman and/or Capital Enterprises who have been involved in the conduct that gives rise to this Complaint, but are heretofore unknown to the Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

13. Upon information and belief, XYZ Corporations 1 through 20 are fictitious business organizations meant to represent any additional business organizations that have been involved in the conduct that gives rise to this Complaint, but are heretofore unknown to the Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

**GENERAL ALLEGATIONS COMMON TO ALL COUNTS**

14. Since at least 2006, Defendants have been engaged in the operation of businesses which advertise, offer for sale and sell various work-at-home programs to consumers in New Jersey and throughout the country.

**Maxwell Scott and Warner Daniel**  
**Envelope Stuffing and Booklet Assembling Programs:**

15. At all relevant times, Defendants advertised and operated under the business names of Maxwell Scott Enterprises, Maxwell Scott and/or Warner Daniel.

16. At all relevant times, Defendants mailed to consumers a solicitation advertising an envelope stuffing work-at-home program. The solicitation provided as follows:

**GET PAID FOR MAILING OUR SPECIAL LETTERS  
FROM HOME!  
POTENTIAL EARNINGS OF UP TO \$5000 OR MORE WEEKLY!  
FREE POSTAGE, FREE CIRCULARS, FREE ENVELOPES.  
Pay Checks Mailed Every Tuesday.  
Don't Get Left Out! Give us a try and we'll send you a check in ten days!**

and "\$10.00 for each letter stuffed and returned to us as per our instructions."

17. Defendants' solicitation further provides that "[a]ll you have to do is stuff the envelopes that we send you with the letter that we send you, and then mail them out so that you can receive your pay check."

18. Additionally, Defendants' solicitation indicates that there are five different income groups, each of which have a different earning potential and a different number of starting supplies. Defendants' solicitation goes on to state that:

The earning potential in Group 1 is \$490.00 weekly. Group 2 is \$690.00. Group 3 is \$990.00. **Group 4, our most popular group has an earning potential of \$2,900.00 weekly.** Group 5 is for established mailers, who start in Group 4 and get

promoted after receiving their fourth pay check. **When you reach Group 5, you have the potential to make \$5,000.00 and more weekly."**

19. As set forth in their solicitation, Defendants require consumers who seek to enlist in the envelope stuffing program to pay a "one time application fee" or "one time computer processing and materials fee" which is based on the income group chosen by the consumer. Specifically, consumers pay: \$49.00 for 49 letters, envelopes, and customer mailing labels (Income Group #1); \$69.00 for 69 letters, envelopes, and customer mailing labels (Income Group #2); \$99.00 for 99 letters, envelopes, and customer mailing labels (Income Group #3); and \$199.00 for 290 letters, envelopes, and customer mailing labels (Income Group #4.).

20. Upon a consumer's payment of the one time application fee, Defendants mailed an "INSTRUCTION MANUAL FOR MAILING SPECIAL LETTERS" ("Instruction Manual (Special Letter)").

21. The Instruction Manual (Special Letter) indicates that consumers are required to: (a) copy the "special letter" to be mailed; (b) purchase envelopes; and (c) provide postage. The Instruction Manual (Special Letter) indicates that Defendants will reimburse consumers for postage upon receipt of the consumer's actual postage receipt.

22. A subsequent letter sent by Defendants further alters the terms and conditions by setting a "50 order rule," which requires Defendants' receipt of 50 orders before consumers are reimbursed for postage and receive a refund of their initial application fee.

23. The letter states that, until consumers hit the 50 order mark, they may continue to order materials from Defendants.

24. The Instruction Manual (Special Letter) further indicates that Defendants will make mailing lists available to consumers at the following prices: \$50.00 for 200 names; \$99.00 for 500 names; \$199.00 for 1000 names; \$375 for 2000 names; and \$899 for 5000 names.

25. The "special letters" that consumers mail out are solicitations for another work-at-home program offered by Defendants, specifically for the assembly of booklets, to send to even more consumers. This "special letter" provides, in part:

**HOME WORKERS WANTED  
IMMEDIATELY!  
We Need you to assemble our "Get Credit Now"  
Booklets At Home. Make \$2,500.00 or MORE  
Weekly!  
WE PAY \$20.00 per booklet assembled!  
**YOUR WEEKLY PAYCHECKS ARE GUARANTEED!****

26. Defendants' "special letter" explains that "[y]our job will be putting the pages in numerical order, putting the booklet cover on the top of each set of pages, and then stapling the whole thing together to form a booklet."

27. Defendants' "special letter" further explains that "[y]ou'll receive advance payment for each booklet that you staple. That means you'll receive \$1000.00 for stapling fifty booklets, \$2000.00 for stapling one hundred booklets, and \$3000.00 for stapling one hundred and fifty booklets."

28. As set forth in the "special letter," Defendants require consumers who seek to enlist in the "Get Credit Now" booklet assembling program to submit a "Registration Form" along with a \$49.00 registration fee.

29. The "special letter" goes on to state: "OUR UNCONDITIONAL GUARANTEE TO YOU ... Register with our program now. If you're not making the kind of money that you desire

after working with us for sixty days, just return our instruction manual for a full refund of your registration fee, plus an additional \$35.00 . . .”

30. Upon a consumer’s payment of the \$49.00 registration fee, Defendants forwarded an “INSTRUCTIONS MANUAL FOR STARTING SUPPLIES” (“Instruction Manual (Booklet)”).

31. In part, the Instruction Manual (Booklet) indicates that consumers are required to solicit consumers to purchase the booklets by: (a) copying the circular advertising the “Get Credit Now” booklet and three other booklets; (b) purchasing envelopes; and (c) mailing the circulars to consumers.

32. In addition, the Instruction Manual (Booklet) indicates that Defendants will make mailing lists of potential buyers available to consumers at the following prices: \$30.00 for 200 names; \$60.00 for 500 names; \$99.00 for 1000 names; \$150.00 for 2000 names; and \$249.00 for 5000 names.

33. The Instruction Manual (Booklet) also indicates that consumers have the option to order assembled booklets or booklet pages they can assemble themselves at the following “distributor prices” of: (a) “Get Credit Now” #7009 - \$10.00; (b) “Camera Profits” #2025 - \$2.00; (c) “How to Make Big Profit in Mail Order” #4001 - \$3.00; and (d) “How to Start Your Own Day Care Center” #5015 - \$5.00.

34. Upon information and belief, Defendants have failed to provide the start-up packages for their work-at-home programs after consumers have paid the required registration fees.

**David Gates Solicitations:**

35. At all relevant times, Defendants advertised and operated under the names David Gates and Gates Financial.



36. Upon information and belief, David Gates is an alias used by Brookman.

37. At all relevant times, Defendants operated websites located at [www.gatesfinancialent.com](http://www.gatesfinancialent.com) and [www.davidgatesprogram.com](http://www.davidgatesprogram.com).

38. Among other things, Defendants have posted solicitations that begin as follows:

**Make \$50,000 to \$100,000 Per Month!**  
**Visit [www.DavidGatesProgram.com](http://www.DavidGatesProgram.com) Now!!**  
**And Get Every Other Program Just By Ordering Ours!!**  
**Free Bonuses AND Guaranteed Cash Detailed Online! The World's #1 Customer-Rated Program!!**

39. Defendants' solicitation also states "[f]ollow my program closely and within a short time you'll be enjoying an income in excess of \$600,000. Believe it! My 'No limit' guarantee believes it. I assure you!"

40. In "**THE GOLD MINE**" portion of the solicitation, Defendants state that "I will show you, through this extraordinary program, how to take advantage of the **millions of dollars**, that are *literally given away* by publishers" and that "[a]ll you need to do, is fill out a **simple piece of paper. That's it. Period!**"

41. Defendants further state that David Gates has "a Multi-million dollar home, drive[s] both a Ferrari *and* a Rolls Royce, travel[s] the world, and dine[s] at the finest restaurants almost everyday. You will too. I guarantee it!"

42. Upon information and belief, Defendant Brookman drives neither a Ferrari nor a Rolls Royce.

43. In "**THE BOTTOM LINE**" portion of the solicitation, Defendants state that "[i]f you wish to make **tens of thousands**, or even *hundreds of thousands per month*, you can. **All without any effort.**"

44. In "THE ULTIMATE GUARANTEE" portion of the solicitation, Defendants state:

Visit www.DavidGatesProgram.com to order, or mail the coupon in this ad today, with a check or money order for \$29 made out to me personally. After 90 days, if you have not made the money I've described, simply return [the] system intact and [Defendants will] refund you with a personal check for \$2500 OR 2 TIMES the amount of the highest refund offer of another program!!! **Whichever is higher!!!**"

45. Upon a consumer's payment of the \$29.00 fee, Defendants forwarded "David Gates' Guide to Wealth" ("Gates Manual"). In the opening page of the Gates Manual, Defendants assert that their program is "perfectly legal, ethical, and most of all, profitable!"

46. The Gates Manual includes the "Commission Circular Cyclopedia" which is compilation of "full sheet promotional circulars." Each circular promotes "'how-to' and financially-oriented books."

47. Defendants include with the Gates Manual a cover letter from a "David Gates," which states, in part: "What you will have to do, is **place full-page ads, in a minimum of twenty magazines with a total audience of at least 750,000 readers each. They must all be placed simultaneously in order to qualify for the advertised guarantee.**"

48. The cover letter further states that "[a]ll orders will be directed to me and from that point, you need not do anything. I will be responsible for shipping the books to your customers. How easy is that?!"

49. The Gates Manual requires consumers to advertise booklets, at their own expense, using the circulars found in the "Commission Circular Cyclopedia."

50. The Gates Manual further encourages consumers to submit additional payment by purchasing a distributorship for a fee of \$30.00. Such distributorship permits consumers to process book orders and retain profits directly rather than through Defendants.

51. Under the distributorship program, consumers are then required to make more payments to Defendants by purchasing booklets at costs ranging from \$1.00 to \$20.00 per booklet or 82 booklets with reproduction rights and a diskette for \$400.00.

52. Upon information and belief, Defendants have failed to honor their Ultimate Guarantee upon written request by consumers who purchased the David Gates work-at-home program and later became dissatisfied with the results of program.

53. Upon information and belief, Defendants have failed to provide the start-up packages for the David Gates work-at-home programs after consumers have paid the required registration fees.

### **COUNT I**

#### **VIOLATION OF THE CFA BY DEFENDANTS (UNCONSCIONABLE COMMERCIAL PRACTICES, DECEPTION, FRAUD, FALSE PRETENSES, FALSE PROMISES, AND MISREPRESENTATIONS)**

54. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 53 as if more fully set forth herein.

55. The CFA, N.J.S.A. 56:8-2, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing[] concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise . . . .

56. Since at least 2006, Defendants have advertised, offered for sale and/or sold work-at-home programs to consumers throughout the United States.

57. In so doing, Defendants have engaged in the use of unconscionable commercial practices, deception, false promises, or misrepresentations.

58. Defendants' conduct in violation of the CFA includes, but is not limited to, the following unconscionable commercial practices:

- a. Inducing consumers to enlist for an envelope stuffing work-at-home program by stating that there is a "one time application fee" and then advising consumers after they enlist that they are required to purchase a mailing list, ranging from \$50.00 for 200 names to \$899.00 for 5,000 names;
- b. Inducing consumers to enlist for an envelope stuffing work-at-home program by stating that there is "Free Postage, Free Circulars, Free Envelopes" and then advising consumers after they enlist that they are required to pay up-front for postage and to provide copies of the circulars and envelopes at their own expense;
- c. Inducing consumers to enlist for a booklet assembling work-at-home program by stating that they will be compensated for assembling the booklet and then advising consumers after they enlist that they are required to purchase a mailing list, ranging from \$30.00 for 200 names to \$249.00 for 5,000 names in order to market the booklet;
- d. Inducing consumers to submit registration fees for an advertising work-at-home program by stating that they can make tens of thousands, or even hundreds of thousands per month, all without any effort and then requiring consumers to expend additional monies and significant effort to receive the possibility of such benefits; and
- e. Accepting payments from consumers for one time application and/or registration fees for work-at-home programs and then failing to provide consumers with the programs they purchased.

59. Defendants' conduct in violation of the CFA includes, but is not limited to, the following acts of deception:

- a. In mail solicitations and/or advertising materials for an envelope stuffing work-at-home program, utilizing the terms "Free Postage, Free Circulars, Free Envelopes" when consumers are actually required to pay up-front for postage and to provide copies of the circulars and envelopes at their own expense;
- b. In mail solicitations and/or advertising materials for a booklet assembling work-at-home program, stating that "[y]our job will be putting the pages in numerical order, putting the booklet cover on the top of each set of pages, and then stapling the whole thing together to form a booklet" when consumers are actually required to market the booklet;
- c. In mail solicitations and/or advertising materials for an advertising work-at-home program, using fictitious characters who proclaim having acquired riches and lavish lifestyles to entice consumers to submit payments for programs that purport to guide consumers to making \$50,000 to \$100,000 per month, when such is not the case; and
- d. Enticing consumers into purchasing work-at-home services through guarantees of refunds and payments upon dissatisfaction and then failing to honor those guarantees upon requests from dissatisfied consumers.

60. Defendants' conduct in violation of the CFA includes, but is not limited to, the following false promises and/or misrepresentations:

- a. Misrepresenting to consumers their financial status and background;
- b. Misrepresenting the nature and terms and conditions of their envelope stuffing work-at-home program;
- c. Misrepresenting the nature and terms and conditions of their booklet assembling work-at-home program; and
- d. Misrepresenting the nature and terms and conditions of their advertising work-at-home program.

61. Each unconscionable commercial practice, act of deception and/or misrepresentation by Defendants constitutes a separation violation of the CFA, N.J.S.A. 56:8-2.

**COUNT II**

**VIOLATION OF THE CFA BY DEFENDANTS  
(KNOWING OMISSIONS OF MATERIAL FACT)**

62. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 61 as if more fully set forth herein.

63. Defendants' conduct in violation of the CFA includes, but is not limited to, the following knowing omissions of material fact:

- a. Failing to disclose to consumers prior to their payment of a registration fee for an envelope stuffing work-at-home program that they will be required to purchase mailing lists at prices ranging from \$50.00 for 200 names to \$899.00 for 5,000 names;
- b. Failing to disclose to consumers prior to their payment of a registration fee for a booklet assembling work-at-home program that they will be required to market the booklet and will be required to purchase mailing lists at prices ranging from \$30.00 for 200 names to \$249.00 for 5,000 names; and
- c. Failing to disclose to consumers prior to their payment of a registration fee for an advertising work-at-home program that the advertised guarantee only applies if consumers place, at their own expense, full-page advertisements in a minimum of twenty magazines with an audience of at least 750,000 readers.

64. Each knowing omission of material fact constitutes a separate violation under the CFA, N.J.S.A. 56:8-2.

**COUNT III**

**VIOLATION OF THE CFA BY DEFENDANTS  
(BAIT AND SWITCH)**

65. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 64 above as if more fully set forth herein.

66. The CFA prohibits the use of an advertisement of merchandise as part of a plan or scheme not to sell the item or service so advertised or not to sell the same at the advertised price. N.J.S.A. 56:8-2 and N.J.S.A. 56:8-2.2. This practice is commonly known as “bait and switch.”

67. In the advertisement of their envelope stuffing work-at-home program, Defendants have engaged in “bait and switch” in violation of N.J.S.A. 56:8-2 and N.J.S.A. 56:8-2.2 by representing that for a registration fee, consumers will be paid \$10.00 per envelope stuffed and returned and then substantially changing the terms and conditions for the receipt of payments, for example, by requiring consumers to purchase mailing lists.

68. In the advertisement of their booklet assembly work-at-home program, Defendants have engaged in “bait and switch” in violation of N.J.S.A. 56:8-2 and N.J.S.A. 56:8-2.2 by representing that, for a registration fee, consumers will be paid \$20.00 per booklet they assemble and then, after receipt of the registration fee, substantially changing the terms and conditions for receipt of payments, for example, by requiring consumers to purchase a mailing list for purposes of marketing the booklets.

69. In the advertisement of the David Gates program, Defendants have engaged in “bait and switch” in violation of N.J.S.A. 56:8-2 and N.J.S.A. 56:8-2.2 by enticing consumers to make payment of \$29.00 by promising that they will make tens of thousands of dollars per month, all without any effort, and then after receipt of payment, providing consumers with a manual which requires additional payments and effort.

70. Each instance where Defendants advertised a work-at-home program (“bait”) and subsequently “switched” the nature, substance and terms of the program constitutes a separate violation of the CFA, N.J.S.A. 56:8-2 and N.J.S.A. 56:8-2.2.

**COUNT IV**

**VIOLATION OF THE ADVERTISING  
REGULATIONS BY DEFENDANTS**

71. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 71 above as if more fully set forth herein.

72. The Advertising Regulations address, among other issues, general advertising practices.

73. Specifically, the Advertising Regulations provide, in relevant part:

(a) Without limiting the application of N.J.S.A. 56:8-1 et seq., the following practices shall be unlawful with respect to all advertisements:

. . . .

9. The making of false or misleading representations of facts concerning the reasons for, existence or amounts of price reductions, the nature of an offering or the quantity of advertised merchandise available for sale.

[N.J.A.C. 13:45A-9.2(a)(9).]

74. In their advertisement for work-at-home programs, Defendants have violated the Advertising Regulations by engaging in certain conduct including, but not limited to:

- a. In mail solicitations and/or advertising materials, misrepresenting to consumers Defendants' financial status and background;
- b. In mail solicitations and/or advertising materials, misrepresenting the nature and terms and conditions of their envelope stuffing work-at-home program;
- c. In mail solicitations and/or advertising materials, misrepresenting the nature and terms and conditions of their booklet assembling work-at-home program; and
- d. In mail solicitations and/or advertising materials, misrepresenting the nature and terms and conditions of their advertising work-at-home program.



75. Each violation of the Advertising Regulations by Defendant constitutes a per se violation of the CFA, N.J.S.A. 56:8-2.

**COUNT V**

**VIOLATION OF THE CFA AND/OR THE  
ADVERTISING REGULATIONS BY DEFENDANT BROOKMAN**

76. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 75 above as if more fully set forth herein.

77. At all relevant times, Brookman has been an owner and Chief Executive Officer of Capital Enterprises and has controlled and directed the activities of that entity.

78. Brookman is personally liable for the violations of the CFA and the Advertising Regulations committed by Capital Enterprises.


**PRAYER FOR RELIEF**

WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that the Court enter judgment:

- (a) Finding that the acts and omissions of Defendants constitutes multiple instances of unlawful practices in violation of the CFA and the Advertising Regulations.;
- (b) Permanently enjoining Defendants and their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, independent contractors and all other persons or entities directly under their control, from engaging in, continuing to engage in, or doing any acts or practices in violation of the CFA and the Advertising Regulations, including, but not limited to, the acts and practices alleged in this Complaint;

- (c) Directing the assessment of restitution amounts against Defendants to restore to any affected person, whether or not named in this Complaint, any money or real or personal property acquired by means of any practice alleged herein to be unlawful and found to be unlawful, as authorized by the CFA, N.J.S.A. 56:8-8;
- (d) Assessing the maximum statutory civil penalties against Defendants for each and every violation of the CFA and Advertising Regulations, in accordance with N.J.S.A. 56:8-13;
- (e) Directing the assessment of costs and fees, including attorneys' fees, against Defendants for the use of the State of New Jersey, as authorized by the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19; and
- (f) Granting such other relief as the interests of justice may require.

PAULA T. DOW  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By:   
Jah-Juin Ho  
Deputy Attorney General  
Consumer Fraud Prosecution Section


Dated: February 24, 2011  
Newark, New Jersey

**RULE 4:5-1 CERTIFICATION**

I certify, to the best of my information and belief, that the matter in controversy in this action involving the aforementioned violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. and the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 et seq., is not the subject of any other action pending in any other court of this State.

I further certify that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party who should be joined in this action at this time.

PAULA T. DOW  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

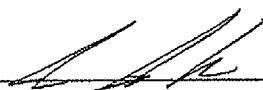
By:   
\_\_\_\_\_  
Jah-Juin Ho  
Deputy Attorney General  
Consumer Fraud Prosecution Section

Dated: *February 24, 2011*  
Newark, New Jersey

**RULE 1:38-7(c) CERTIFICATION OF COMPLIANCE**

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

PAULA T. DOW  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs


By:   
\_\_\_\_\_  
Jah-Juin Ho  
Deputy Attorney General  
Consumer Fraud Prosecution Section

Dated: *February 24, 2011*  
Newark, New Jersey

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, Jah-Juin Ho, Deputy Attorney General, is hereby designated as trial counsel on behalf of Plaintiffs in this action.

PAULA T. DOW  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By:   
\_\_\_\_\_  
Jah-Juin Ho  
Deputy Attorney General  
Consumer Fraud Prosecution Section

Dated: *February 24, 2011*  
Newark, New Jersey