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FILED

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JOHN F. MALONE
 J.S.C.

By: Victoria A. Manning
 Deputy Attorney General
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SUPERIOR COURT OF NEW JERSEY
 UNION COUNTY
 CHANCERY DIVISION: EQUITY
 DOCKET NO. UNN-C-32-09

PAULA DOW,	:	
Attorney General of New Jersey,	:	Civil Action
on behalf of	:	
MARC B. MINOR, Chief of the	:	
New Jersey Bureau of Securities, ¹	:	FINAL JUDGMENT AND
	:	CONSENT ORDER
Plaintiff,	:	
	:	
v.	:	
	:	
ANTHONY LUCCHETTO, JR.,	:	
Individually and as the owner and	:	
Member of Serafino Holdings, LLC	:	
and as the General Partner of	:	
Serafino Retirement Holdings, LLP;	:	
SERAFINO HOLDINGS, LLC,	:	
a New Jersey limited liability	:	
company;	:	
SERAFINO RETIREMENT HOLDINGS, LLP,	:	
a New Jersey limited liability	:	
partnership; and	:	
ANTHONY LUCCHETTO a/k/a	:	
ANTHONY LUCCHETTO, SR. a/k/a	:	
ANTONIO LUCCHETTO,	:	
	:	
Defendants.	:	

¹ This action was commenced on behalf of former Acting Chief of the New Jersey Bureau of Securities, Amy Kopleton. In accordance with R. 4:34-4, the caption has been revised to reflect the current Chief of the New Jersey Bureau of Securities and current Attorney General.

This matter was initially presented to the Court by the Attorney General of New Jersey, on behalf of the Chief of the New Jersey Bureau of Securities ("Bureau"), (Deputy Attorney General Victoria A. Manning, appearing), pursuant to N.J.S.A. 49:3-69(a), R. 4:52-1 and R. 4:67 for violations of the New Jersey Uniform Securities Law (1997), N.J.S.A. 49:3-47 et seq., ("Securities Law"). Defendants Anthony Lucchetto, Jr. ("Lucchetto, Jr."), Serafino Holdings, LLC ("Serafino Holdings") and Serafino Retirement Holdings, LLP ("Serafino Retirement") (collectively, "Defendants"), represented by William C. Hood, III, Esq., defendant Anthony Lucchetto a/k/a Anthony Lucchetto, Sr. a/k/a Antonio Lucchetto ("Antonio Lucchetto"), represented by Christopher M. Howard, Esq., and Plaintiff have agreed to resolve any and all issues in controversy in this action, on the terms set forth in this Final Judgment and Consent Order, which terms have, with the consent of Marc B. Minor, Bureau Chief, Lucchetto, Jr., Serafino Holding, Serafino Retirement, and Antonio Lucchetto been reviewed and approved by the Honorable John F. Malone, P.J. Ch., as confirmed by the entering of this Final Judgment and Consent Order.

Marc B. Minor, Bureau Chief, makes the following findings of fact and conclusions of law, which Defendants and Lucchetto, Sr. neither admit nor deny, except as otherwise noted:

1. Lucchetto, Jr. resided at all relevant times in Plainfield, New Jersey. He had taken and passed his Series 6, 7, 63 and

66 examinations.

2. Lucchetto, Jr. was registered with the Bureau as an agent and investment adviser of Metlife Securities Inc. from December 5, 2003 and January 23, 2004, respectively, until April 30, 2008. After April 30, 2008, Lucchetto, Jr. was not registered: (1) to sell securities; nor (2) as an investment adviser representative in New Jersey. Nonetheless, Lucchetto, Jr. held himself out as a certified financial planner.
3. Serafino Holdings is a New Jersey limited liability company, formed by Lucchetto, Jr. on August 30, 2007, to hold and manage the investor funds that were transferred to Agape World. At all relevant times, it maintained offices in Plainfield, New Jersey in Lucchetto, Jr.'s residence, and later at 141 South Avenue, Suite 203, Fanwood, New Jersey.
4. At all relevant times, Lucchetto, Jr. was the principal and founding member of Serafino Holdings. Antonio Lucchetto (Lucchetto, Jr.'s father) owned a 1% interest in Serafino Holdings and Lucchetto, Jr. owned a 99% interest in Serafino Holdings.
5. Serafino Holdings' website stated that "Serafino Holdings, LLC is an alternative investment and planning organization. Our goal is to provide [sic] optimal course of action for your personal and business needs. Primarily our focus is creating or identifying programs that generate an appreciable rate of

return for your investment capital"

6. Serafino Holdings' website also stated that "[t]he Commercial Bridge Loan program offered by Serafino Holdings allows investors appreciable returns using an alternative investment scenario. Involvement in similar private placements would require a minimum deposit of \$1-\$5MM. This offering allows participation with a substantially lower commitment. Utilizing our long standing relationships with direct commercial bridge loan providers our investor pool has been able to recognize returns of their capital ranging from 35-58% per year."
7. Serafino Holdings is not and has never been registered with the Bureau in any capacity.
8. Serafino Retirement was located at 1220 Watchung Avenue, Plainfield, New Jersey and has its principal place of business at 141 South Avenue, Suite 203, Fanwood, New Jersey.
9. At all relevant times, Lucchetto, Jr. was the principal and founding member of Serafino Retirement. Antonio Lucchetto owned a 1% interest Serafino Retirement and Lucchetto, Jr. owned a 99% interest in Serafino Retirement.
10. Serafino Retirement is not and never has been registered with the Bureau in any capacity.
11. From approximately late 2006 to January 2009, Lucchetto, Jr. and Serafino Holdings, through Lucchetto, Jr., offered and

sold millions of dollars of securities in the form of investment contracts to approximately 75 investors. The investment contracts purported to be short term construction bridge loans. The short term bridge loans were purportedly made to third party borrowers to use while obtaining permanent financing for construction projects. The construction bridge loans were marketed to investors as Series-A contracts, Series-B contracts, Series-C contracts and Series-D contracts.

12. Lucchetto, Jr. was not registered with the Bureau to sell securities at certain times of the offering and sales of the securities.
13. The securities offered and sold by Lucchetto, Jr. and Serafino Holdings were: (a) not registered with the Bureau; (b) not federally covered; and (c) not exempt from registration.
14. Lucchetto, Jr. and Serafino Holdings, through Lucchetto, Jr., misrepresented to investors, based on information provided to him by representatives of Agape World, Inc. ("Agape World") that:
 - a. the investments were insured and secured by an asset lien;
 - b. the "principal investment risk equals one (01) percent per initial investment;"
 - c. "Ninety-nine (99) percent of the initial investment is secured by provider through asset lien equaling 100% of

- investment (provider only loans up to 65% LTV in initial and 75% on all construction phases);"
- d. "Investment is 'held' by provider in [sic] 'custodian' to Serafino Holdings, LLC account;"
 - e. "Participant fully understands and acknowledges the financial and economic risk of bridge loan investment offered and realizes that it may be possible to lose 1% of principal investment;"
 - f. "Principal and interest payment risk will be covered by Serafino Holdings LLC;"
 - g. "One-Hundred (100) percent of initial investment is secured by Serafino Holdings, LLC through liquid investment asset holdings equaling 100% of investment principal and interest;"
 - h. "Investment is 'held' by Serafino Holdings, LLC as 'custodian' to participant's account;"
 - i. Serafino Holdings "will use your funding of 'Pool-A' to participate in commercial bridge loan programs with single-purpose entities that are operational, and in good financial standing on a state and federal level;"
 - j. they could safely make a lot of money for the investors;
 - k. their money would be pooled with other investors' money and invested in short term loans;
 - l. the money invested with him would be completely safe;

- m. 99% of the principal was secured by an asset lien;
 - n. their money would be held in the bank accounts of the borrower, while the borrower obtained longer term loans, that the money would not be used;
 - o. they would earn 6.5% interest over the three-month term of the "loan;"
 - p. the "principal investment risk equals one (01) percent per initial investment;" and
 - q. the "Pool-A" money was a one year contract and provided a return of up to 6.5% interest per quarter, compounded quarterly, but the return was not guaranteed unless the investor purchased a "membership" in the "Capital Protection Program," for a \$1,199.75 premium. Otherwise, the purported investment in "Pool-A" was subject to 100% risk.
15. By email to the investors dated January 27, 2009, Lucchetto, Jr. disclosed that he had transferred the investor funds to Agape World, which was discovered to be an alleged Ponzi scheme. Lucchetto advised "with a heavy heart" that "Agape World handled a large portion of our underwriting and administered our assets for the loans" and that Nick Cosmo, President of Agape World, was running a Ponzi scheme and the FBI had seized everything in Agape World's office.
16. Lucchetto, Jr. and Serafino Holdings, through Lucchetto, Jr.,

failed to disclose to some investors that the investment funds were transferred to Agape World. They also failed to disclose to investors that: (a) Lucchetto, Jr. had misused investor funds for his own personal use; (b) Lucchetto, Jr. used some funds to pay existing investors; and (c) there was no such safe investment or insurance program regarding the Agape World investment.

B. Lucchetto and Serafino Retirement

17. From approximately September 2008 through January 2009, Lucchetto, Jr. and Serafino Retirement, through Lucchetto, Jr., offered and sold securities to New Jersey investors in the form of limited partnership interests in Serafino Retirement.
18. The Solicitation Agreement for Partnership Interest misrepresented that investors would be purchasing an interest in Serafino Retirement.
19. The limited partnerships in Serafino Retirement were sold to investors through Trust Administration Services, a division of First Regional Bank in California, to purportedly allow investors to retain Individual Retirement Account ("IRA") tax benefits.
20. The investor funds held by Trust Administration Services were transferred to Serafino Retirement's account at Bank of America and transferred to Agape World and/or Serafino

Holdings.

21. Funds that were transferred from Serafino Retirement to Serafino Holdings' account were either subsequently transferred to Agape World or misused by Lucchetto, Jr. to pay his personal expenses.
22. Lucchetto and Serafino Retirement, through Lucchetto, Jr., failed to disclose to some investors that their funds would be transferred to Agape World or misused by Lucchetto, Jr. to pay his personal expenses.
23. As a result of the aforementioned conduct by the Defendants, approximately 75 investors lost millions of dollars.

C. Transfer of Funds to Antonio Lucchetto

24. Antonio Lucchetto was a direct investor in Agape World and did not invest in Agape World through Serafino Holdings. Nonetheless, on January 26, 2009, Lucchetto, Jr. and Serafino Holdings, through Lucchetto, Jr., transferred \$180,000 from Serafino Holdings' account to Antonio Lucchetto's account. Of this amount, \$150,000 was used to pay for legal counsel by Jeffrey Brown, Esq of Leeds, Morelli and Brown, P.C.
25. On December 7, 2007, Lucchetto, Jr. also transferred \$17,500 from Serafino Holdings to Antonio Lucchetto.
26. On April 9, 2008, Lucchetto, Jr. transferred \$925 from Serafino Holdings to Antonio Lucchetto.

D. Lucchetto's Deposition Admissions

27. Lucchetto, Jr. admits that neither he nor his entities, Serafino Retirement and Serafino Holdings, were registered to sell securities.
28. Lucchetto, Jr. admits that Serafino Retirement partnership interests were never registered with the Bureau.
29. Lucchetto, Jr. admits that Serafino Holdings notes were never registered with the Bureau.
30. Lucchetto, Jr. admits that he was never registered with the Bureau as an agent of Serafino Holdings or Serafino Retirement.
31. Lucchetto, Jr. admits that in or around the last week of December 2008, he, Serafino Holdings and Serafino Retirement received \$900,000 in new non-IRA deposits as well as \$280,000 in IRA assets to be invested. All of the \$280,000 in the IRA funds were sent over in 2009 to Agape Enterprise. Almost all of the \$900,000 received was paid out in redemptions to current clients in mid-January 2009. If a client requested a redemption or made a new deposit, their account was adjusted on Serafino Holding's ledger. New client deposits were added to the ledger on Serafino Holding's spreadsheets and were credited the appropriate amount. Although the funds - the \$900,000 - were never sent over to Agape World, they were credited appropriately. In other words, Lucchetto, Jr. admits

that he took the \$280,000 and sent it over to Agape World. And then he took the \$900,000 of new investor money and he paid it out to current clients. Thus, he used the new investor money to pay the investor redemptions. Agape World failed to provide redemptions after many requests by Lucchetto, Jr.

E. Violations of the Securities Law

32. Lucchetto, Jr., Serafino Holdings and Serafino Retirement, through Lucchetto, Jr., engaged in the aforementioned conduct in violation of N.J.S.A. 49:3-52(a).
33. Defendants Lucchetto, Jr., Serafino Holdings and Serafino Retirement, through Lucchetto, Jr., directly and/or indirectly, made materially false and misleading statements or omitted material facts to investors in connection with the offer and sale of securities in violation of N.J.S.A. 49:3-52(b), including:
 - a. Lucchetto, Jr. and Serafino Holdings could safely make a lot of money for the investors;
 - b. their money would be pooled with other investors' money and invested in short term loans;
 - c. 99% of the principal was secured with an asset lien;
 - d. their money would be held in the bank accounts of the borrower, while the borrower obtained longer term loans, that the money would not be used;

- e. they would earn 6.5% interest over the three-month term of the "loan;"
- f. the "principal investment risk equals one (01) percent per initial investment;"
- g. "Ninety-nine (99) percent of the initial investment is secured by provider through asset lien equaling 100% of investment (provider only loans up to 65% LTV in initial and 75% on all construction phases);"
- h. "Investment is 'held' by provider in 'custodian' to Serafino Holdings, LLC account;"
- i. "Principal and interest payment risk will be covered by Serafino Holdings LLC;"
- j. "One-Hundred (100) percent of in initial investment is secured by Serafino Holdings, LLC through liquid investment asset holdings equaling 100% of investment principal and interest;" and
- k. Serafino Holdings "will use your funding of 'Pool-A' to participate in commercial bridge loan programs with single-purpose entities that are operational, and in good financial standing on a state and federal level"
- l. the "Pool-A" money was a one year contract and provided a return of up to 6.5% interest per quarter, compounded quarterly, but the return was not guaranteed unless the investor purchased a "membership" in the "Capital

Protection Program," for a \$1,199.75 premium. Otherwise, the purported investment in "Pool-A" was subject to 100% risk; and

m. investors would be purchasing an interest in Serafino Retirement.

34. Among the material facts omitted were:

- a. that investor funds would be transferred to Agape World;
- b. that there were no short term construction loans being made;
- c. Lucchetto's registration with the Bureau was terminated on April 30, 2008;
- d. while Lucchetto held Series 6 and 7 licenses, he was not associated with a registered broker dealer or investment adviser after April 30, 2008;
- e. Lucchetto using Serafino Retirement as a vehicle to move investor funds to Serafino Holdings' account where the money was misappropriated by Lucchetto to pay his personal expenses, or to Agape World; and
- f. the securities were not registered with the Bureau.

35. Defendants' practice of, among other things, misrepresenting the nature of the investment while misusing investor funds to Agape World without disclosure to some investors, operated as a fraud or deceit upon the investors and others, in violation of N.J.S.A. 49:3-52(c).

36. Defendant Lucchetto, Jr. represented Serafino Holdings and Serafino Retirement in effecting or attempting to effect transactions in securities from, in or within New Jersey and, thus, acted as an agent, as defined in section 49:3-49(b) of the Securities Law, without being registered with the Bureau, in violation of N.J.S.A. 49:3-56(a) which requires, among other things, that only persons registered with the Bureau may lawfully act as agents.
37. Defendants Serafino Holdings and Serafino Retirement employed or engaged Lucchetto, Jr. an agent in effecting or attempting to effect transactions in securities from, in or within New Jersey. Lucchetto, Jr. acted as an agent as defined in Section 49:3-49(b) of the Securities Law, without being registered with the Bureau.
38. Serafino Holdings and Serafino Retirement's conduct constituted employing an agent who was not registered with the Bureau in violation of N.J.S.A. 49:3-56(h).
39. Defendants Lucchetto, Jr. Serafino Holdings and Serafino Retirement sold securities that were not registered with the Bureau, exempt from registration with the Bureau, nor federally covered securities.
40. The securities were required to be registered with the Bureau pursuant to N.J.S.A. 49:3-60.

IT IS on this 6th day of April, 2011,

ORDERED AND AGREED:

PERMANENT INJUNCTIVE RELIEF

41. Defendants Lucchetto, Jr., Serafino Holdings and Serafino Retirement, individually and by or through any corporation, business entity, agent, employee, broker, partner, officer, director, attorneys-in-fact, stockholder and/or any other person who is directly or indirectly under their control or direction, are permanently restrained and enjoined from directly or indirectly violating the Securities Law and, specifically, with the exception of Antonio Lucchetto, from:
- a. engaging in the securities business in New Jersey in any capacity, including, but not limited to, acting as a broker-dealer, agent, investment adviser, investment adviser representative or otherwise;
 - b. issuing, offering the sale or selling, offering to purchase or purchasing, distributing, promoting, advertising, soliciting, negotiating, advancing the sale of and/or promoting securities, or advising regarding the sale of any securities, in any manner to, from, or within the State of New Jersey; and
 - c. engaging in the conduct described in Plaintiff's Amended Verified Complaint filed in this matter.
42. Lucchetto, Jr., Serafino Holdings and Serafino Retirement are

denied all exemptions contained in N.J.S.A. 49:3-50 subsection (a) paragraph 9, 10, and 11 and subsection (b). The exemptions to the registration requirements provided by N.J.S.A. 49:3-56(b), N.J.S.A. 49:3-56(c) and N.J.S.A. 49:3-56(g) are hereby revoked.

DISGORGEMENT/RESTITUTION

43. Defendants Lucchetto, Jr., Serafino Holdings and Serafino Retirement are jointly and severally liable to disgorge the sum of \$7,207,165.85 which is money due to investors for restitution, pursuant to N.J.S.A. 49:3-69(a).
44. Antonio Lucchetto is jointly and severally liable with Lucchetto, Jr. and Serafino Holdings to disgorge the amount of \$38,000 to the Bureau which, if paid, shall be applied toward the restitution obligation owed to investors by Lucchetto, Jr. and Serafino Holdings, as the Bureau Chief has found that this obligation arose from a violation of the Securities Law. The Bureau Chief is not alleging nor finding that Antonio Lucchetto violated the Securities Law. Notwithstanding the foregoing, Antonio Lucchetto is not liable to the Bureau Chief for payments due to Plaintiff by Serafino Holdings and/or Serafino Retirement, nor is Antonio Lucchetto responsible to the Bureau for any liability assessed against Serafino Holdings and/or Serafino Retirement.

CIVIL MONETARY PENALTY

45. Defendants Lucchetto, Jr., Serafino Holdings and Serafino Retirement are jointly and severally assessed a civil monetary penalty, pursuant to N.J.S.A. 49:3-70.1, in the amount of \$1,050,000.

FINAL JUDGMENT

46. As such, final judgment in the amount of \$8,257,165.85 is entered against defendant Anthony Lucchetto, Jr., representing \$7,207,165.85 in disgorgement/restitution pursuant to N.J.S.A. 49:3-69(a)(2) and \$1,050,000 as a civil monetary penalty pursuant to N.J.S.A. 49:3-70.1.
47. Final judgment in the amount of \$8,257,165.85 is entered against defendant Serafino Holdings, representing \$7,207,165.85 in disgorgement/restitution pursuant to N.J.S.A. 49:3-69(a)(2) and \$1,050,000 as a civil monetary penalty pursuant to N.J.S.A. 49:3-70.1.
48. Final judgment in the amount of \$8,257,165.85 is entered against defendant Serafino Holdings, representing \$7,207,165.85 in disgorgement/restitution pursuant to N.J.S.A. 49:3-69(a)(2) and \$1,050,000 as a civil monetary penalty pursuant to N.J.S.A. 49:3-70.1.
49. Final judgment is entered in the amount of \$38,000 against defendant Anthony Lucchetto a/k/a Anthony Lucchetto, Sr. a/k/a Antonio Lucchetto. Defendant Anthony Lucchetto a/k/a Anthony Lucchetto, Sr. a/k/a Antonio Lucchetto makes no admission of

liability but consents to the form and entry of this Final Judgment and Consent Order.

GENERAL PROVISIONS

50. Payments made toward the final judgment shall first be applied toward Antonio Lucchetto's restitution/disgorgement \$38,000 obligation set forth in this Final Judgment and Consent Order. Upon receipt of the first \$38,000 by the Bureau, the Bureau shall cause a warrant to satisfy judgment to be issued in favor of Antonio Lucchetto. Said \$38,000 shall also be credited toward the amounts owed in this Final Judgment and Consent Order by the defendants Lucchetto, Jr., Serafino Holdings, and Serafino Retirement.
51. Defendants Lucchetto, Jr., Serafino Holdings and Serafino Retirement hereby assign to the Bureau all refunds received or to be received from the United States Internal Revenue Service for overpayment of 2008 and 2009 income taxes. Defendants Lucchetto, Jr., Serafino Holdings and Serafino Retirement shall use best efforts to cause amended personal and business 2008 income tax returns to be filed and provide such information as is necessary to support their claim for overpayment of taxes in 2008. Any refund received by any or either of Lucchetto, Jr., Serafino Holdings and Serafino Retirement shall be immediately transferred to the Bureau as payment toward the final judgment entered herein. This

provision is in addition to the payment requirement set forth in paragraphs 53 and 54 below.

52. The first \$150,000 paid by any of the Defendants to the Bureau toward the Defendants' obligations herein for restitution/disgorgement and/or the civil monetary penalties, shall satisfy any claim the Bureau may have against Jeffrey Brown, Esq. and his law firm, Leeds, Morelli and Brown, P.C. arising from the conduct set forth in the Verified Amended Complaint herein, regardless of whether such claim is asserted in any manner or forum.
53. Lucchetto, Jr. shall pay the disgorgement/restitution and civil monetary penalty in monthly installments due on the 1st day of each month after this Final Judgment and Consent Order is signed by the Court, in an amount equal to at least 10% of Lucchetto, Jr.'s gross annual income. Payments shall be made by attorney trust fund account check, certified check or other guaranteed funds, payable to the "State of New Jersey, Bureau of Securities" and delivered to the attention of the Bureau Chief, at the following address: Bureau of Securities, 153 Halsey Street, 6th Floor, Newark, New Jersey 07102. Lucchetto, Jr. shall provide the Bureau Chief with documentation of his annual income semi-annually, that is, on the 1st day of January and the 1 day of July of each year the final judgment remains unpaid in full. Notwithstanding the foregoing, Plaintiff may

serve Lucchetto, Jr. with an information subpoena pursuant to and in accordance with the Rules of Court, which Lucchetto, Jr. shall respond to in accordance with the Rules of Court.

54. In the event Lucchetto, Jr. fails to comply with paragraph 53 in whole or in part, Lucchetto, Jr. shall be deemed to be in default of his obligations in this Final Judgment and Consent Order. In that event, the unpaid sum of the restitution/disgorgement and civil monetary penalty shall be immediately due and payable to Plaintiff, and Plaintiff may seek all remedies available by law.
55. Lucchetto, Jr. shall fully and promptly cooperate with the Bureau in its investigation, depositions, court proceedings, administrative proceedings, preparation for court and/or administrative proceedings, etc., regarding the subject matter of the Amended Verified Complaint or any subsequent amendments filed, in this matter or any other proceedings. Such cooperation shall include without limitation, other than as limited by Lucchetto, Jr.'s Fifth Amendment privilege, and without subpoena:
- a. Voluntary production of all documents or other tangible evidence requested, and any compilations or summaries of information or data that the Bureau requests which has not already been produced to the Bureau;
 - b. Voluntary and prompt attendance at all proceedings at

which the presence and/or testimony of Lucchetto, Jr. is requested by the Bureau;

- c. Voluntary forthright and complete responses to all inquiries from the Bureau directed to Lucchetto, Jr.; and
 - d. Voluntary and prompt attendance at any court proceedings or OAL hearings, where Lucchetto, Jr. shall give voluntary forthright and complete testimony.
56. Restitution amounts due pursuant to this Final Judgment and Consent Order may be reduced by amounts actually paid to the investors through other proceedings including, but not limited to, FINRA arbitrations, dividends paid through the Agape World, Inc. bankruptcy case pending in the United States Bankruptcy Court, Eastern District of New York, Case No. 09-706660 (DTE). Written proof of such payments to investors shall be provided to the Bureau Chief by Lucchetto, Jr.
57. This Final Judgment and Consent Order is immediately enforceable as to all defendants.
58. The parties represent that an authorized representative of each has signed this Final Judgment and Consent Order with full knowledge, understanding and acceptance of its terms and that this person has done so with authority to legally bind the respective party.
59. As used in this Final Judgment and Consent Order, the plural shall include the singular and the singular shall include the

plural. In addition, "or" and "and" shall be interpreted conjunctively.

60. 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.

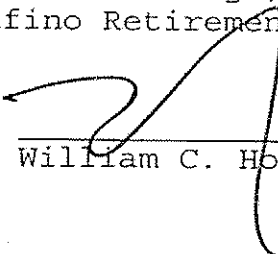
61. Unless otherwise prohibited by law, any signatures by the parties required for entry of this Final Judgment and Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Final Judgment and Consent Order.



Honorable John E. Malone, P.J. Ch.

Consent to the form, content
and entry of this Final Judgment
and Consent Order

LAW OFFICES OF WILLIAM C. HOOD, III, P.C.
Counsel for Defendants
Anthony Lucchetto, Jr.,
Serafino Holdings, LLC and
Serafino Retirement Holdings, LLP

By: 

William C. Hood, III, Esq.

Dated: 3/31/11

LAW OFFICES OF CHRISTOPHER M. HOWARD
Counsel for Defendant
Anthony Lucchetto a/k/a
Anthony Lucchetto, Sr. a/k/a
Antonio Lucchetto

By: _____
Christopher M. Howard, Esq.

Dated: _____

Consent to the form, content
and entry of this Final Judgment
and Consent Order

LAW OFFICES OF WILLIAM C. HOOD, III, P.C.
Counsel for Defendants
Anthony Lucchetto, Jr.,
Serafino Holdings, LLC and
Serafino Retirement Holdings, LLP

By: _____
William C. Hood, III, Esq.


Dated: _____

LAW OFFICES OF CHRISTOPHER M. HOWARD
Counsel for Defendant
Anthony Lucchetto a/k/a
Anthony Lucchetto, Sr. a/k/a
Antonio Lucchetto

By: Christopher M. Howard
Christopher M. Howard, Esq.

Dated: April 2, 2011

PAULA DOW
ATTORNEY GENERAL OF NEW JERSEY
Counsel for Plaintiff

By: 
Victoria A. Manning
Deputy Attorney General

Dated: 4/7/11