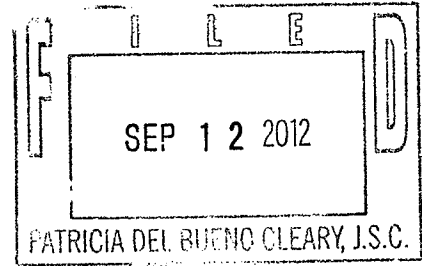


JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for Plaintiffs



By: Alina Wells  
Deputy Attorney General



SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
MONMOUTH COUNTY  
DOCKET NO: MON-C-163-11

JEFFREY S. CHIESA, Attorney General of the State of New Jersey, and ERIC T. KANEFSKY, Acting Director of the New Jersey Division of Consumer Affairs,

Plaintiffs,

v.

TRI COUNTY CHARITY CENTER, INC., I BUY CARS FOR YOU, LLC, PATRICK J. CAFFREY, CARL F. MONTO, DENISE M. MONTO, JANE and JOHN DOES 1-10, individually and as owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors of TRI COUNTY CHARITY CENTER, INC. and/or I BUY CARS FOR YOU, LLC, and XYZ CORPORATIONS 1-10,

Defendants.

Civil Action

**FINAL CONSENT JUDGMENT**

The parties to this Action and Final Consent Judgment ("Consent Judgment") are plaintiffs Jeffrey S. Chiesa, Attorney General of the State of New Jersey ("Attorney General"),

and Eric T. Kanefsky, Acting Director of the New Jersey Division of Consumer Affairs (“Acting Director”), (collectively, “Plaintiffs”)<sup>1</sup> and defendants Tri County Charity Center, Inc. (“Tri County Charity”), I Buy Cars For You, LLC (“I Buy Cars For You”), Patrick J. Caffrey (“Caffrey”), Carl F. Monto (“C. Monto”) and Denise M. Monto (“D. Monto”) (collectively, “Defendants”). As evidenced by their signatures below, Plaintiffs and Defendants (collectively, “Parties”) consent to entry of this Consent Judgment and its provisions without trial or adjudication of any issue of fact or law, and without an admission of any liability or wrongdoing of any kind. The Parties consent to entry of this Consent Judgment to avoid the expenses and uncertainty associated with further investigation and/or litigation.

#### **PRELIMINARY STATEMENT**

On September 27, 2011, Plaintiffs commenced this Action, alleging that Defendants violated the New Jersey Charitable Registration and Investigations Act, N.J.S.A. 45:17A-18 et seq. (“CRIA”), the regulations promulgated thereunder, N.J.A.C. 13:48-1.1 et seq. (“Charities Regulations”), and/or the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”). On October 3, 2011, Plaintiffs filed a First Amended Complaint, which corrected Caffrey’s home address. Specifically, the First Amended Complaint alleged that Tri County Charity, Caffrey and C. Monto: (1) made untruthful statements and misrepresentations regarding Tri County Charity; (2) misrepresented the beneficiary of Tri County Charity’s solicitations; and (3) misrepresented the nature and/or purpose of Tri County Charity by using its Exempt Organization Certificate to purchase motor vehicles tax-free and then reselling the motor vehicles. Further, the First

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<sup>1</sup> This action was commenced on behalf of former Attorney General Paula T. Dow and former Director Thomas R. Calcagni. Pursuant to R. 4:34-4, the caption has been revised to reflect the current Attorney General and Acting Director.

Amended Complaint alleged that Tri County Charity and Caffrey: (1) failed to provide accurate information on the Registration Form submitted to the Division; and (b) failed to complete a Registration Form. Additionally, the First Amended Complaint alleged that I Buy Cars For You, C. Monto and D. Monto engaged in deceptive practices by holding I Buy Cars For You out to be a dealership, when it did not hold the proper dealership license. Defendants denied the allegations.

**IT IS HEREBY ORDERED, ADJUDGED AND AGREED AS FOLLOWS:**

**1. JURISDICTION**

1.1 The Parties admit jurisdiction of this Court over the subject matter and over the Parties for the purpose of entering into this Consent Judgment. The Court retains jurisdiction for the purpose of enabling the Parties to apply to the Court at any time for such further orders and relief as may be necessary for the construction, modification, enforcement, execution or satisfaction of this Consent Judgment.

**2. VENUE**

2.1 Pursuant to N.J.S.A. 56:8-8, venue as to all matters between the Parties hereto relating to or arising out of this Consent Judgment shall lie exclusively in the Superior Court of New Jersey, Chancery Division, Monmouth County.

**3. EFFECTIVE DATE**

3.1 This Consent Judgment shall be effective on the date that it is entered with the Court (“Effective Date”).

#### **4. NO ADMISSION OF LIABILITY**

4.1 The Parties enter into this Consent Judgment to settle disputed claims and to avoid the cost, expense, distraction, uncertainty, delay and inconvenience that would be associated with the continued litigation of this Action. Neither the fact of, nor any provision contained in this Consent Judgment nor any action taken thereunder shall constitute, or be construed as: (a) an admission by Defendants that any of their acts or practices described in or prohibited by this Consent Judgment are unfair or deceptive or violate the CFA, CRIA and/or the Charities Regulations; (b) a concession by Defendants as to the validity of the Action; and (c) 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 Defendants. Neither the existence of, nor the terms of this Consent Judgment shall be deemed to constitute evidence or precedent of any kind in any action against Defendants, except in any action or proceeding by one of the Parties to enforce or otherwise interpret any or all of the terms herein.

#### **5. DEFINITIONS**

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

5.1 "Action" refers to the action titled Jeffrey S. Chiesa, et. al. v. Tri County Charity Center, Inc., et. al., Superior Court of New Jersey, Chancery Division, Monmouth County, Docket No. C-163-11, and all pleadings and proceedings related thereto, including the First Amended Complaint and the Answers filed on behalf of D. Monto, Tri County Charity and Caffery, and C. Monto, respectively.

- 5.2 “Advertisement” shall be defined in accordance with N.J.S.A. 56:8-1(a).
- 5.3 “Attorney General” shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.
- 5.4 “Charitable Organization” shall be defined in accordance with N.J.S.A. 45:17A-20 and N.J.A.C. 13:48-1.3.
- 5.5 “Division” shall refer to the New Jersey Division of Consumer Affairs.
- 5.6 “Exempt Organization Certificate” shall refer to the Exempt Organization Certificate, Form ST-5, issued by the State Division of Taxation.
- 5.7 “I Buy Cars For You Website” shall refer to the I Buy Cars For You Website located at www.ibuycarsforyoullc.com.
- 5.8 “Merchandise” shall be defined in accordance with N.J.S.A. 56:8-1(c).
- 5.9 “Motor Vehicle” shall be defined in accordance with N.J.A.C. 13:45A-26A.3.
- 5.10 “New Jersey” and “State” shall refer to the State of New Jersey.
- 5.11 “NJ MVC” shall refer to the New Jersey Motor Vehicle Commission.
- 5.12 “Person[s]” shall be defined in accordance with N.J.S.A. 56:8-1(d).
- 5.13 “Sale” shall be defined in accordance with N.J.S.A. 56:8-1(e).
- 5.14 “Solicit[ing]” shall be defined in accordance with N.J.S.A. 47:17A-20 and N.J.A.C. 13:48-1.3.

## **6. INJUNCTIVE RELIEF AND BUSINESS PRACTICES**

### **AS TO CAFFREY AND TRI COUNTY CHARITY:**

- 6.1 Caffrey shall not engage in any unfair or deceptive acts or practices in the conduct of any business in the State and shall comply with such State and/or Federal laws, rules and

regulations as now constituted or as may hereafter be amended including, but not limited to, the CRIA, the Charities Regulations and the CFA.

6.2 Within sixty (60) days of the Effective Date, Caffrey shall arrange for the dissolution of Tri County Charity as a corporate entity as well as a Charitable Organization and shall provide to Plaintiffs written confirmation of such dissolution as well as a final accounting of the winding up of its affairs.

6.3 Caffrey shall not serve as principal, board member, trustee or in any other leadership position for a Charitable Organization operating or Soliciting within New Jersey.

6.4 Caffrey agrees that, in the event of a personal bankruptcy, he will not object to Plaintiffs' petition to have the Caffrey Settlement Payment and Caffrey Donation referenced in Sections 7.1 and 7.4 deemed non-dischargeable.

**AS TO D. MONTO AND I BUY CARS FOR YOU:**

6.5 D. Monto shall not engage in any unfair or deceptive acts or practices in the conduct of any business in, from or into the State in connection with the Advertisement, offer for Sale, Sale and/or purchase of, and/or dealing in Merchandise, and shall comply with such State and/or Federal laws, rules and regulations as now constituted or as may hereafter be amended including, but not limited to, the CFA.

6.6 On or before the Effective Date, D. Monto shall return to Plaintiffs the completed Financial Disclosure form (individual) with accompanying documents.

6.7 Within sixty (60) days of the Effective Date, D. Monto shall arrange for the dissolution of I Buy Cars For You and shall provide to Plaintiffs written confirmation of such dissolution as well as a final accounting of the winding up of its affairs.

6.8 Within thirty (30) days of the Effective Date, D. Monto shall arrange for the shut down of the I Buy Cars For You Website.

6.9 D. Monto shall not attempt to purchase or purchase, either directly or through any other Person, any Motor Vehicle using the Exempt Organization Certificate of Tri County Charity or any other Charitable Organization.

6.10 D. Monto shall not be engaged in the Advertisement, offer for Sale, Sale and/or purchase of, and/or dealing in Motor Vehicles in the State within the meaning of the Motor Vehicle Certificate of Ownership Law, N.J.S.A. 39:10-1 et seq., unless and until she obtains the appropriate license from the NJ MVC.

6.11 D. Monto shall not serve as principal, board member, trustee or in any other leadership position for a Charitable Organization operating or Soliciting within New Jersey.

6.12 D. Monto agrees that, in the event of a personal bankruptcy, she will not object to Plaintiffs' petition to have the D. Monto Settlement Payment and the D. Monto Suspended Penalty referenced in Sections 7.6 and 7.10 deemed non-dischargeable.

6.13 For a period of ten (10) years from the Effective Date, D. Monto shall provide written notification to Plaintiffs of any business association with a Person involved in the Advertisement, offer for Sale, Sale, purchase and/or transport of Motor Vehicles within, into, out of, or through New Jersey.

**AS TO C. MONTO:**

6.15 C. Monto shall not engage in any unfair or deceptive acts or practices in the conduct of any business in in, from or into the State in connection with the Advertisement, offer for Sale, Sale and/or purchase of, and/or dealing in Merchandise, and shall comply with such State and/or Federal laws, rules and regulations as now constituted or as may hereafter be amended including, but not limited to, the CRIA, the Charities Regulations and the CFA.

6.16 On or before the Effective Date, C. Monto shall return to Plaintiffs the completed Financial Disclosure form (individual) with accompanying documents.

6.17 Prior to the Effective Date, C. Monto shall request and obtain a credit report from two (2) of the three (3) credit bureaus and provide the reports to Plaintiffs, or authorize Plaintiffs to do so.

6.18 Within sixty (60) days of the Effective Date, C. Monto shall arrange for the dissolution of I Buy Cars For You and shall provide to Plaintiffs written confirmation of such dissolution as well as a final accounting of the winding up of its affairs.

6.19 Within thirty (30) days of the Effective Date, C. Monto shall arrange for the shut down of the I Buy Cars For You Website.

6.20 C. Monto shall not attempt to purchase, either directly or through any other Person, any Motor Vehicle using the Exempt Organization Certificate of Tri County Charity or any other Charitable Organization.

6.21 C. Monto shall not be engaged in the Advertisement, offer for Sale, Sale and/or purchase of, and/or dealing in Motor Vehicles in the State within the meaning of the Motor



Vehicle Certificate of Ownership Law, N.J.S.A. 39:10-1 et seq., unless and until he obtains the appropriate license from the NJ MVC.

6.22 C. Monto shall not serve as principal, board member, trustee or in any other leadership position for a Charitable Organization operating or Soliciting within New Jersey.

6.23 C. Monto agrees that, in the event of a personal bankruptcy, he will not object to Plaintiffs' petition to have the C. Monto Settlement Payment, the C. Monto Donation and the C. Monto Suspended Penalty referenced in Sections 7.18, 7.22 and 7.23 deemed non-dischargeable.

6.24 For a period of ten (10) years from the Effective Date, C. Monto shall provide written notification to Plaintiffs of any business association with a Person involved in the Advertisement, offer for Sale, Sale, purchase and/or transport of Motor Vehicles within, into, out of, or through New Jersey.

## **7. SETTLEMENT AMOUNT**

### **AS TO CAFFREY:**

7.1 On or before the Effective Date, Caffrey shall pay the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) ("Caffrey Settlement Payment"), pursuant to N.J.S.A. 45:17A-33(d), N.J.A.C. 13:48-14.1(a)(1) and N.J.S.A. 45:17A-33(d).

7.2 Caffrey shall make the Caffrey Settlement Payment by cashier's check, attorney trust account check or other guaranteed funds made payable to "New Jersey Division of Consumer Affairs" and forwarded to:

Alina Wells, Deputy Attorney General  
Consumer Fraud Prosecution Section  
State of New Jersey  
Office of the Attorney General  
Department of Law and Public Safety  
Division of Law

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

7.3 Upon making the Caffrey Settlement Payment, Caffrey shall immediately be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Plaintiffs pursuant to the terms herein.

7.4 On or before January 30, 2013, Caffrey shall make a donation in the amount of Three Thousand and 00/100 Dollar (\$3,000) to NYU Langone Medical Center ("Caffrey Donation"). No later than March 1, 2013, Caffrey shall submit to Plaintiffs a receipt or other written acknowledgement from NYU Langone Medical Center concerning the Caffrey Donation.

7.5 Upon a request by or on behalf of Caffrey and verification that the Caffrey Settlement Payment and the Caffrey Donation have been made, Plaintiffs shall provide Caffrey with a Warrant of Satisfaction as to such payments. Such Warrant of Satisfaction shall have no effect upon Caffrey's continuing obligations under any other provision of this Consent Judgment.

**AS TO D. MONTO:**

7.6 Plaintiffs and D. Monto have agreed to a settlement of the Action in the amount of Ten Thousand and 00/100 Dollars (\$10,000) ("D. Monto Settlement Amount").

7.7 On or before the Effective Date, D. Monto shall pay the sum of Five Thousand and 00/100 Dollars ("D. Monto Settlement Payment"), pursuant to N.J.S.A. 56:8-13, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19.

7.8 D. Monto shall make the D. Monto Settlement Payment by cashier's check, attorney trust account check or other guaranteed funds made payable to "New Jersey Division of Consumer Affairs" and forwarded to:

Alina Wells, Deputy Attorney General  
Consumer Fraud Prosecution Section  
State of New Jersey  
Office of the Attorney General  
Department of Law and Public Safety  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

7.9 Upon making the D. Monto Settlement Payment, D. Monto shall immediately be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Plaintiffs pursuant to the terms herein.

7.10 For a period of one (1) year from the Effective Date, the Five Thousand and 00/100 Dollars (\$5,000.00) balance of the D. Monto Settlement Amount, which comprises civil penalties pursuant to N.J.S.A. 56:8-13, shall be suspended ("D. Monto Suspended Penalty") and automatically vacated at the end of that period, provided:

- (a) D. Monto complies in all material respects with the restraints and conditions set forth in this Consent Judgment; and
- (b) D. Monto makes the D. Monto Settlement Payment in the manner required under Sections 7.7 and 7.8.

7.11 In the event D. Monto materially fails to comply with Section 7.10, Plaintiffs shall provide D. Monto with notice seeking payment of the entire D. Monto Suspended Penalty of Five Thousand and 00/100 Dollars (\$5,000.00). In any such notice, however, Plaintiffs shall provide

D. Monto with the specific details of her alleged noncompliance, as well as any supporting documentation. D. Monto shall be afforded a fifteen (15) day period from receipt of such notice within which to cure any such noncompliance. In the event of D. Monto's failure to cure any such noncompliance, Plaintiffs may move on Notice of Motion or Order to Show Cause to have a Judgment entered for the D. Monto Suspended Penalty. D. Monto shall have the right to submit opposition to any Motion or Order to Show Cause application filed by Plaintiffs and to contest same on any return date.

7.12 Upon a request by or on behalf of D. Monto, verification that the D. Monto Settlement Payment has been made, and the vacating of the D. Monto Suspended Penalty, Plaintiffs shall provide D. Monto with a Warrant of Satisfaction as to such payments. Such Warrant of Satisfaction shall have no effect upon D. Monto's continuing obligations under any other provision of this Consent Judgment.

**AS TO I BUY CARS FOR YOU:**

7.13 On or before the Effective Date, I Buy Cars For You shall pay the sum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) ("I Buy Cars For You Settlement Payment"), pursuant to N.J.S.A. 56:8-13, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19.

7.14 I Buy Cars For You shall make the I Buy Cars For You Settlement Payment by cashier's check, attorney trust account check or other guaranteed funds made payable to "New Jersey Division of Consumer Affairs" and forwarded to:

Alina Wells, Deputy Attorney General  
Consumer Fraud Prosecution Section  
State of New Jersey  
Office of the Attorney General  
Department of Law and Public Safety  
Division of Law

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

7.15 Upon making the I Buy Cars For You Settlement Payment, I Buy Cars For You shall immediately be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Plaintiffs pursuant to the terms herein.

7.16 Upon a request by or on behalf of I Buy Cars For You and verification that the I Buy Cars For You Settlement Payment has been made, Plaintiffs shall provide I Buy Cars For You with a Warrant of Satisfaction as to such payments. Such Warrant of Satisfaction shall have no effect upon I Buy Cars For You's continuing obligations under any other provision of this Consent Judgment.

**AS TO C. MONTO:**

7.17 Plaintiffs and C. Monto have agreed to a settlement of the Action in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000) ("C. Monto Settlement Amount").

7.18 Out of the C. Monto Settlement Amount, C. Monto shall pay the sum of Forty Thousand and 00/100 Dollars (\$40,000.00) ("C. Monto Settlement Payment"), pursuant to N.J.S.A. 56:8-13, N.J.S.A. 45:17A-33(d), N.J.A.C. 13:48-14.1(a)(1), N.J.S.A. 56:8-11, N.J.S.A. 56:8-19 and N.J.S.A. 45:17A-33(d).

7.19 C. Monto shall pay the C. Monto Settlement Payment as follows:

- a. Two Thousand Five Hundred and 00/100 Dollars (\$2,500) shall be paid on or before the Effective Date; and
- b. The remaining Thirty-Seven Thousand Five Hundred and 00/100 Dollars (\$37,500) shall be paid in six (6) equal installments of Six Thousand Two Hundred Fifty and 00/100 Dollars (\$6,250), with

each installment due on the first day of each month, beginning October 1, 2012, with the final installment due on March 1, 2013.

7.20 C. Monto shall make the C. Monto Settlement Payment by cashier's check, attorney trust account check or other guaranteed funds made payable to "New Jersey Division of Consumer Affairs" and forwarded to:

Alina Wells, Deputy Attorney General  
Consumer Fraud Prosecution Section  
State of New Jersey  
Office of the Attorney General  
Department of Law and Public Safety  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

7.21 Upon making the payments referenced in Section 7.20, C. Monto shall immediately be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Plaintiffs pursuant to the terms herein.

7.22 Following receipt of the C. Monto Settlement Payment, Plaintiffs shall arrange for a donation in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000) to be made to the NYU Langone Medical Center on behalf of C. Monto ("C. Monto Donation"). No later than May 1, 2013, Plaintiffs shall submit to C. Monto a receipt or other written acknowledgment from NYU Langone Medical Center concerning the C. Monto Donation.

7.23 For a period of one (1) year from the Effective Date, the Sixty Thousand and 00/100 Dollars (\$60,000) balance of the C. Monto Settlement Amount, which comprises civil penalties, pursuant to N.J.S.A. 56:8-13 N.J.S.A. 45:17A-33(d) and N.J.A.C. 13:48-14.1(a)(1),

shall be suspended (“C. Monto Suspended Penalty”) and automatically vacated at the end of that period, provided:

- (a) C. Monto complies in all material respects with the restraints and conditions set forth in this Consent Judgment; and
- (b) C. Monto makes the C. Monto Settlement Payment in the manner required under Sections 7.19 and 7.20.

7.24 In the event C. Monto materially fails to comply with Section 7.23, Plaintiffs shall provide C. Monto with notice seeking payment of the entire C. Monto Suspended Penalty of Sixty Thousand and 00/100 Dollars (\$60,000). In any such notice, however, Plaintiffs shall provide C. Monto with the specific details of his alleged noncompliance, as well as any supporting documentation. C. Monto shall be afforded a fifteen (15) day period from receipt of such notice within which to cure any such noncompliance. In the event of C. Monto’s failure to cure any such noncompliance, Plaintiffs may move on Notice of Motion or Order to Show Cause to have a Judgment entered for the C. Monto Suspended Penalty. C. Monto shall have the right to submit opposition to any Motion or Order to Show Cause application filed by Plaintiffs and to contest same on any return date.

7.25 Upon a request by or on behalf of C. Monto, verification that the C. Monto Settlement Payment and the C. Monto Donation have been made, and the vacating of the C. Monto Suspended Penalty, Plaintiffs shall provide C. Monto with a Warrant of Satisfaction as to such payments. Such Warrant of Satisfaction shall have no effect upon C. Monto’s continuing obligations under any other provision of this Consent Judgment.

## **8. DISMISSAL OF ACTION**

8.1 The entry of this Consent Judgment constitutes a dismissal with prejudice of the Action.

## **9. GENERAL PROVISIONS**

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

9.2 This Consent Judgment shall be governed by, and construed and enforced in accordance with, the laws of the State.

9.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Judgment and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Judgment.

9.4 This Consent Judgment contains the entire agreement 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 Defendants.

9.5 Except as otherwise explicitly provided for in this Consent Judgment, 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.

9.6 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.



9.7 This Consent Judgment shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Judgment avoid compliance with this Consent Judgment.

9.8 This Consent Judgment is agreed to by the Parties and entered into for settlement purposes only. This Consent Judgment is not intended, and shall not be deemed, to constitute evidence or precedent of any kind except in: (a) any action or proceeding by one of the Parties to enforce, rescind or otherwise implement or affirm any or all of the terms of this Consent Judgment; or (b) any action or proceeding involving a Released Claim (as defined in Section 10) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

9.9 Nothing contained in this Consent Judgment shall be construed to limit or otherwise affect the rights of any Persons who are not Parties to this Consent Judgment with respect to any of the matters contained herein.

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

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

## **10. RELEASE**

10.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Judgment and conditioned on Caffrey, D. Monto, I Buy Cars For You and C. Monto making the payments referenced in Section 7, Plaintiffs hereby

agree to release Defendants from any and all civil claims or Consumer related administrative claims, to the extent permitted by State law, which the Plaintiffs could have brought prior to the Effective Date against Defendants for violations of the CRIA, the Charities Regulations and/or the CFA as alleged in the Action, as well as the matters specifically addressed in the Consent Judgment (“Released Claims”).

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

#### **11. FORBEARANCE ON EXECUTION AND DEFAULT**

11.1 On the Effective Date, each Defendant shall provide the Plaintiffs with a writing containing his, her or its current address, telephone number and facsimile number to facilitate service of documents in the event of default until each of their obligations under this Consent Judgment are completed. Within five (5) days of relocating to a new address or obtaining new telephone or facsimile numbers, each Defendant shall provide such updated information to the Plaintiffs in writing. In the event of any Defendant’s default under Section 7 of this Consent Judgment, service upon such Defendant shall be effective upon forwarding the notice of noncompliance by First Class Mail and by facsimile to the facsimile number most recently provided by such Defendant. Alternatively, Plaintiffs may effect service in the manner provided in Section 14.1.

## **12. PENALTIES FOR FAILURE TO COMPLY**

12.1 The Attorney General (or designated representative) shall have the authority to enforce the provisions of this Consent Judgment or to seek sanctions for violations hereof or both.

## **13. COMPLIANCE WITH ALL LAWS**

13.1 Except as provided in this Consent Judgment, no provision herein shall be construed as:

- (a) Relieving Defendants of their obligations to comply with all State and Federal laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or
- (b) Limiting or expanding any right the Plaintiffs may otherwise have to obtain information, documents or testimony from Defendants pursuant to any State or Federal law, regulation or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right Defendants may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Plaintiffs to obtain such information, documents or testimony.

## **14. NOTICES UNDER THIS CONSENT JUDGMENT**

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

For the Plaintiffs:

Alina Wells, Deputy Attorney General  
Consumer Fraud Prosecution Section  
State of New Jersey  
Office of the Attorney General  
Department of Law and Public Safety  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

For Defendants Caffrey and Tri County Charity:

Patrick J. Caffrey  
30 Morningside Avenue  
Keansburg, New Jersey 07734

For Defendants D. Monto and I Buy Cars For You:

Denise Monto  
808 Ocean Avenue  
Beachwood, New Jersey 08722

For Defendant C. Monto:

Carl F. Monto  
808 Ocean Avenue  
Beachwood, New Jersey 08722

IT IS ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012 SO ORDERED,  
ADJUDGED AND DECREED.

  
HON. PATRICIA DEL BUONO CLEARY, J.S.C.

JOINTLY APPROVED AND  
SUBMITTED FOR ENTRY:

FOR THE PLAINTIFFS:

JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY

By: Alina Wells

Alina Wells  
Deputy Attorney General  
Consumer Fraud Prosecution Section  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Telephone: (973) 648-3070

Dated: Sept. 12, 2012

FOR DEFENDANTS CAFFREY AND TRI COUNTY CHARITY:

LAW OFFICES OF JAMES W. KENNEDY

By: James W. Kennedy

James W. Kennedy, Esq.  
2220 Church Road  
Toms River, New Jersey 08753  
Telephone: (732) 255-1200

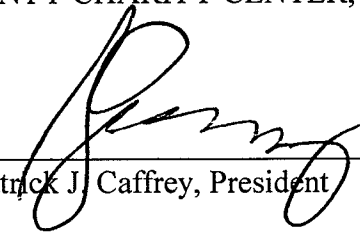
Dated: 9/12, 2012

PATRICK J. CAFFREY

By: Patrick J. Caffrey

Dated: 9/12, 2012

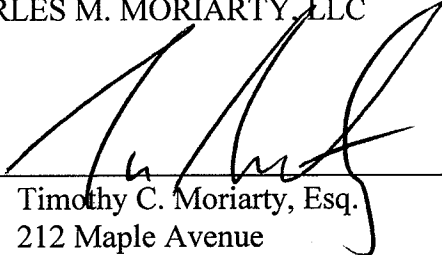
TRI COUNTY CHARITY CENTER, INC.

By:  \_\_\_\_\_  
Patrick J. Caffrey, President

Dated: 9/12, 2012

FOR DEFENDANTS D. MONTO AND I BUY CARS FOR YOU:

CHARLES M. MORIARTY, LLC

By:  \_\_\_\_\_  
Timothy C. Moriarty, Esq.  
212 Maple Avenue  
Red Bank, New Jersey 07701  
Telephone: (732) 842-7773

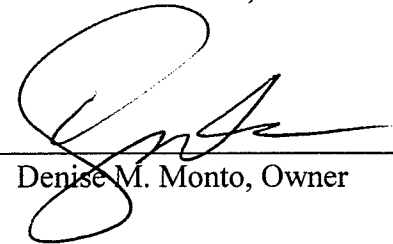
Dated: 9/12/12, 2012

DENISE M. MONTO

By:  \_\_\_\_\_  
Denise M. Monto

Dated: 9/12/12, 2012

I BUY CARS FOR YOU, LLC

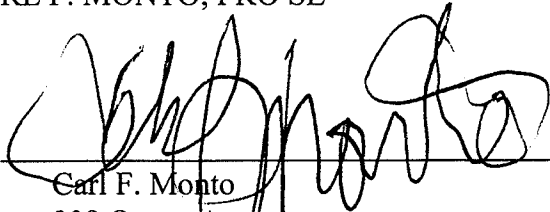
By:  \_\_\_\_\_  
Denise M. Monto, Owner

Dated: 9/12/12, 2012

FOR DEFENDANT C. MONTO:

CARL F. MONTO, PRO SE

By:



Carl F. Monto  
808 Ocean Avenue  
Beachwood, New Jersey 08722  
(732) 330-7244

Dated:



, 2012