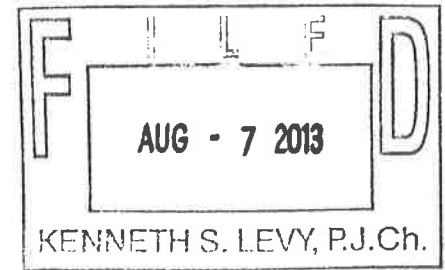


JOHN J. HOFFMAN  
ACTING ATTORNEY GENERAL OF NEW JERSEY  
Division of Law  
124 Halsey Street - 5th Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for Plaintiffs



By: Megan J. Harris  
Deputy Attorney General  
[REDACTED]

JOHN J. HOFFMAN, Acting Attorney General of  
New Jersey, and ERIC T. KANEFSKY, Director of  
the New Jersey Division of Consumer Affairs,

Plaintiffs,

v.

VINNY FUEL CORPORATION d/b/a DELTA  
GAS; JANE AND JOHN DOES 1-10, individually  
and as owners, officers, directors, shareholders,  
founders, managers, agents, servants, employees,  
representatives and/or independent contractors of  
VINNY FUEL CORPORATION d/b/a DELTA  
GAS; and XYZ CORPORATIONS 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIV. ESSEX COUNTY  
DOCKET NO: ESX-C-256-12

Civil Action

**FINAL CONSENT JUDGMENT**

The parties to this Action and Final Consent Judgment ("Consent Judgment") are plaintiffs John J. Hoffman, Acting Attorney General of the State of New Jersey, and Eric T. Kanefsky, Director of the New Jersey Division of Consumer Affairs (collectively, "Plaintiffs"), and defendant Vinny Fuel Corporation d/b/a Delta Gas ("Defendant") (collectively, "Parties"). As evidenced by their signatures below, the Parties consent to the 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.

## **PRELIMINARY STATEMENT**

Plaintiffs commenced this Action on November 8, 2012, alleging that Defendant violated the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), through excessive and unjustified price increases (commonly referred to as "price gouging") in the sale of motor fuel after Governor Chris Christie declared a State of Emergency on October 27, 2012, just prior to Tropical Storm Sandy reaching New Jersey. Specifically, Plaintiffs alleged that from October 27, 2012 to October 31, 2012, Defendant's price for motor fuel increased as follows: Regular Cash – from \$3.29 per gallon to \$3.99 per gallon, an increase of 21.4%.

The Court has reviewed the terms of this Consent Judgment and based upon the Parties' agreement and for good cause shown, the following is directed:

### **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, Essex 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. 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:

4.1 “Action” shall refer to the matter titled John J. Hoffman, Acting Attorney General of the State of New Jersey, and Eric T. Kanefsky, Director of the New Jersey Division of Consumer Affairs v. Vinny Fuel Corporation d/b/a Delta Gas et al., Superior Court of New Jersey, Chancery Division, Essex County, Docket No. ESX-C-256-12, and all pleadings and proceedings related thereto, including the Complaint, filed November 8, 2012.

4.2 “Advertisement” shall be defined in accordance with N.J.S.A. 56:8-1(c). This definition applies to other forms of the word “Advertisement” including, without limitation, “Advertising.”

4.3 “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.

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

4.5 “Division” or “Division of Consumer Affairs” shall refer to the New Jersey Division of Consumer Affairs.

4.6 “Excessive Price Increase” shall be defined in accordance with N.J.S.A. 56:8-108.

4.7 “Merchandise” shall be defined in accordance with N.J.S.A. 56:8-1(c) and includes motor fuel.

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

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

4.10 “State of Emergency” shall be defined in accordance with N.J.S.A. 56:8-108.

## **5. INJUNCTIVE RELIEF**

5.1 Defendant shall be permanently enjoined from engaging 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 CFA.

5.2 Defendant shall be permanently enjoined from Advertising, offering for Sale and/or selling Merchandise, specifically motor fuel, at a price constituting an Excessive Price Increase during a State of Emergency or within thirty (30) days after termination of the State of Emergency, in violation of N.J.S.A. 56:8-109.

## **6. MONETARY RELIEF**

6.1 Defendant shall be liable for the sum of \$15,000 and 0/100 Dollars (\$15,000.00) as civil penalties imposed pursuant to N.J.S.A. 56:8-13.

6.2 Payment of the sum directed by Section 6.1 shall be paid as follows:

a. Within 30 days of the Effective Date, Defendant shall pay the sum of three-thousand dollars (\$3,000.00), via bank check, attorney trust account check or other guaranteed funds made payable to “New Jersey Division of Consumer Affairs,” to the undersigned:

Megan J. Harris, Deputy Attorney General

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

b. Within 60 days of the Effective Date, Defendant shall pay the sum of five-hundred dollars (\$500.00), in the same manner as set forth in Section 6.2a, and shall make subsequent payments of five-hundred dollars (\$500.00) each by the 15<sup>th</sup> day of each following month, through March 15, 2014.

c. On or before April 15, 2014, Parminder Singh, as President of Vinny Fuel Corporation, shall submit a copy of his finalized 2013 personal federal tax return to the Division's counsel at the address set forth in Section 6.2a, and shall pay the Division an amount that is equal to ten percent (10%) of his adjusted gross income as reported on the return or a payment in the amount of the entire remaining balance owing, whichever is less. The payment described in this paragraph shall be made to the Division no later than April 30, 2014 and delivered to the Division's counsel at the address set forth in Section 6.2a.

d. If the payment due on April 30, 2014 is less than the remaining balance owing under this Consent Judgment, Defendant shall continue to make payments of \$500.00 per month, by the 15<sup>th</sup> day of each following month, beginning on May 15, 2014, and continuing on the 15<sup>th</sup> day of each month thereafter until the remaining balance is paid. If the balance due after April 30, 2014 is less than \$500.00, Defendant shall pay the entire remaining balance no later than May 15, 2014.

e. If a balance remains to be paid under this Consent Judgment as of April 1, 2015, Parminder Singh shall submit a copy of his finalized 2014 personal federal tax return to the Division's counsel at the address set forth in Section 6.2a no later than April 15, 2015, and shall pay the Division an amount that is equal to ten percent (10%) of his adjusted gross income as reported on the return or a payment in the amount of the entire remaining balance owing, whichever is less. The payment described in this paragraph shall be made to the Division no later than April 30, 2015, and delivered to the Division's counsel at the address set forth in Section 6.2a.

f. If the payment due on April 30, 2015 does not cover the remaining balance owing under this Consent Judgment, Defendant shall continue to make payments of \$500.00 per month, by the 15<sup>th</sup> day of each following month, beginning on May 15, 2015, and continuing on the 15<sup>th</sup> day of each month thereafter until the remaining balance is paid. If the balance due after April 30, 2015 is less than \$500.00, Defendant shall pay the entire remaining balance no later than May 15, 2015.

6.3. If any payment directed by Sections 6.2a through 6.2f is more than 15 days late or not paid in full or, if within two years from the Effective Date, Plaintiffs find credible evidence that Defendant has committed violations of the CFA other than those alleged in this action and resolved through this Consent Judgment, Defendant shall be liable to pay an additional, suspended penalty of \$6,927.44 (the "Suspended Penalty") and the unpaid portion of the \$15,000 civil penalty liability amount, for a total monetary payment of \$21, 927.44 owing under this Consent Judgment from the date such default or violation of the CFA occurs, less any amount already paid.

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

## **7. DISMISSAL OF ACTION**

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

## **8. GENERAL PROVISIONS**

8.1 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.

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

8.3 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.

8.4 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 Defendant.

8.5 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.

8.6 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.

8.7 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.

8.8 This Consent Judgment is agreed to by the Parties and entered into for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Judgment nor any action taken hereunder shall constitute, or be construed as: (a) an approval, sanction or authorization by the Attorney General, the Division or any other governmental unit of the State of any act or practice of the Defendant; and (b) an admission by the Defendant that any of its acts or practices described in or prohibited by this Consent Judgment are unfair or deceptive or violate any of the Consumer protection laws of the State. 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 9) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

8.9 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.

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

8.11 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.

## **9. RELEASE**

9.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Judgment and conditioned on Defendant making the Settlement Payment in the manner referenced in Section 6, Plaintiffs hereby agree to release Defendant 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 Defendant for violations of the CFA as alleged in the Action, as well as the matters specifically addressed in Section 5.2 of the Consent Judgment ("Released Claims").

9.2 Notwithstanding any term of this Consent Judgment, the following do not comprise Released Claims: (a) private rights of action, provided however, that nothing herein shall prevent Defendant from raising the defense of set-off against a Consumer who has received Restitution; (b) actions to enforce this Consent Judgment; and (c) any claims against Defendant by any other agency or subdivision of the State.

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

10.1 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.

10.2 The Parties agree that any future violations of the injunctive provisions of this Consent Judgment and/or the CFA shall constitute a second or succeeding violation under N.J.S.A. 56:8-13 and that the Defendant may be liable for enhanced civil penalties.

## **11. COMPLIANCE WITH ALL LAWS**

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

- (a) Relieving Defendant of its 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 Defendant 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 Defendant 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.

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

12.1 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:

Megan J. Harris, Deputy Attorney General  
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 the Defendant:

Fred L. Schwanwede, Esq.  
Helmer, Conley & Kasselmann, P.A.  
27 Warren Street, Suite 302  
Hackensack, New Jersey 07601

IT IS ON THIS 7<sup>th</sup> DAY OF August 2013 SO ORDERED, ADJUDGED  
AND DECREED.


  
HON. KENNETH S. LEVY, P.J.Ch.

JOINTLY APPROVED AND  
SUBMITTED FOR ENTRY:

FOR THE PLAINTIFFS:

JOHN J. HOFFMAN  
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: 

Megan J. Harris  
Deputy Attorney General  
124 Halsey Street, 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  


Dated: 7/23, 2013

FOR DEFENDANT:

By: 

Fred L. Schwanwede, Esq.  
Helmer, Conley & Kasselmann, P.A.  
27 Warren Street, Suite 302  
Hackensack, New Jersey 07601  
Telephone: (201) 212-4900

Dated: 7/19, 2013

VINNY FUEL CORPORATION:

By: 

Parminder Singh, President  
7 Tulip Drive, Suite 3J  
Fords, New Jersey 08863

Dated: 7/15, 2013