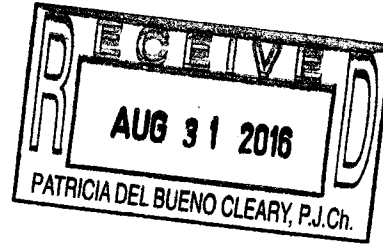


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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, MONMOUTH COUNTY
DOCKET NO. MON-C- 146-16

CHRISTOPHER S. PORRINO, Attorney General of the
State of New Jersey, and STEVE C. LEE, Director of the
New Jersey Division of Consumer Affairs,

Civil Action

Plaintiffs,

v.

LIFE AID CONNECT, INC.; SAFETY ALERT USA
LIMITED LIABILITY COMPANY a/k/a MED AID
ALERT; MOBILE ALERT, INC.; LARRY J. ANSELL,
individually and as owner, officer, director, member,
manager, representative and/or agent of LIFE AID
CONNECT, INC., SAFETY ALERT USA LIMITED
LIABILITY COMPANY and MOBILE ALERT, INC.;
EZRA RISHTY, individually and as owner, officer,
director, member, manager, representative and/or agent
of LIFE AID CONNECT, INC., SAFETY ALERT USA
LIMITED LIABILITY COMPANY and MOBILE
ALERT, INC.; JANE AND JOHN DOES 1-10,
individually and as owners, officers, directors,
shareholders, founders, managers, agents, servants,
employees, representatives and/or independent
contractors of LIFE AID CONNECT, INC., SAFETY
ALERT USA, LIMITED LIABILITY CORPORATION
a/k/a MED AID ALERT and MOBILE ALERT, INC.;
and XYZ CORPORATIONS 1-10,

COMPLAINT

Defendants.



Plaintiffs Christopher S. Porrino, Attorney General of the State of New Jersey (“Attorney General”), with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey, and Steve C. Lee, Director of the New Jersey Division of Consumer Affairs (“Director”), with offices located at 124 Halsey Street, Seventh Floor, Newark, New Jersey, (collectively, “Plaintiffs”), by way of this Complaint state:

PRELIMINARY STATEMENT

1. Many senior citizens fear being unable to get to a phone to request assistance when experiencing a medical or other emergency. Accordingly, there is a growing market for emergency response systems that permit individuals to request assistance through the touch of a button. Having such a system can provide vulnerable individuals with an important sense of security and safety. Particularly for those individuals who are on fixed incomes, it is imperative, for both safety and financial reasons, that sellers of emergency response systems deliver the product that they promise.

2. Life Aid Connect, Inc., Safety Alert USA Limited Liability Company a/k/a Med Aid Alert and Mobile Alert, Inc, and the two individuals principally responsible for their operations, Larry J. Ansell and Ezra Rishty (collectively “Defendants”), have marketed to primarily elderly consumers a purported state of the art emergency response system (also referred to as “System”). Defendants induced consumers into purchasing their System by engaging in a highly aggressive and misleading telemarketing campaign, despite not being registered with the New Jersey Division of Consumer Affairs (“Division”) as a telemarketer. Defendants have represented that consumers who purchased their System would simply have to press a button to be connected to an emergency monitoring center, through either a home-based or a GPS satellite system. Despite these representations, the Systems provided by Defendants did not operate properly or were not new and had been refurbished. Additionally, Defendants have sold Systems to consumers who lived outside

the GPS service area and, thus, could not have access to any monitoring services. Furthermore, Defendants have failed to provide refunds to consumers who did not receive the contracted-for System.

3. By engaging in such conduct, Defendants have failed to comply with the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”), the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 et seq. (“Advertising Regulations”), the Telemarketing Do Not Call Law, N.J.S.A. 56:8-119 et seq. (“Do Not Call Law”), and the regulations promulgated thereunder, N.J.A.C. 13:45D-1.1 et seq. (“Do Not Call Regulations”). The Attorney General and Director bring this action to halt Defendants’ deceptive business practices and to obtain monetary relief, which includes restitution for aggrieved consumers.

PARTIES AND JURISDICTION

4. The Attorney General, pursuant to N.J.S.A. 52:17A-4, is charged with the responsibility of enforcing the CFA, the regulations promulgated thereunder, specifically the Advertising Regulations, the Do Not Call Law and the Do Not Call Regulations. The Director, pursuant to N.J.S.A. 52:17B-124, is charged with the responsibility of administering the CFA, the Advertising Regulations, the Do Not Call Law, and the Do Not Call Regulations on behalf of the Attorney General.

5. By this action, Plaintiffs seek injunctive and other relief for violations of the CFA, the Advertising Regulations, the Do Not Call Law, and the Do Not Call Regulations. Plaintiffs bring this action pursuant to their authority under the CFA, specifically N.J.S.A. 56:8-8, N.J.S.A. 56:8-11, N.J.S.A. 56:8-13 and N.J.S.A. 56:8-19.

6. Venue is proper in Monmouth County, pursuant to R. 4:3-2, because it is a county in which the Defendants have maintained a business address and otherwise conducted business.

7. Life Aid Connect, Inc. ("Life Aid Connect") is a Domestic For-Profit Corporation established in the State of New Jersey ("New Jersey" or "State") on March 26, 2015. At all relevant times, Life Aid Connect has maintained a principal business address of 1301 West Park Avenue, Suite D, Ocean, New Jersey 07712 ("1301 West Park Avenue, Suite D"). The registered agent in the State for Life Aid Connect is Larry J. Ansell ("L. Ansell"), who maintains a registered office address of 1301 West Park Avenue, Suite D.

8. Safety Alert USA Limited Liability Company ("Safety Alert") was established as a limited liability company in New Jersey on October 1, 2013. As of May 9, 2014, Med Aid Alert was registered as an alternate name for Safety Alert. At all relevant times, Safety Alert has maintained a principal business address of 1301 West Park Avenue, Suite C, Ocean New Jersey 07712 ("1301 West Park Avenue, Suite C"). The registered agent in the State for Safety Alert is L. Ansell, who maintains a registered office address of 1301 West Park Avenue, Suite D.

9. Mobile Alert, Inc. ("Mobile Alert") is a Domestic For-Profit Corporation established in New Jersey on June 15, 2015. At all relevant times, Mobile Alert has maintained a principal business address of 1301 West Park Avenue, Suite C. The registered agent in the State for Mobile Alert is Gennaro Cariello, who maintains a registered office address of 1301 West Park Avenue, Suite C.

10. At all relevant times, L. Ansell has been a member/manager of Safety Alert and has been an owner, officer, director, manager, representative and/or agent of Life Aid Connect and Mobile Alert and has controlled, directed and/or participated in the management and operation of Safety Alert, Life Aid Connect and Mobile Alert. L. Ansell maintains a home address of 57 Deer Path Court, Tinton Falls, New Jersey 07724.

11. At all relevant times, Ezra Rishty (“E. Rishty”) has been a member of Safety Alert and has been an owner, officer, director, manager, representative and/or agent of Life Aid Connect and Mobile Alert and has controlled, directed and/or participated in the management and operation of Safety Alert, Life Aid Connect and Mobile Alert. E. Rishty maintains a home address of 455 Roosevelt Avenue, Oakhurst, New Jersey 07755.

12. Upon information and belief, John and Jane Does 1 through 10 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors of Life Aid Connect, Safety Alert and/or Mobile Alert 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 10 are fictitious corporations meant to represent the additional corporations 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.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

A. L. Ansell and E. Rishty’s Operation of the Businesses:

14. Pursuant to a Partnership Agreement, dated October 2, 2013, and three subsequent amendments, L. Ansell and E. Rishty defined their managerial responsibilities for the operation of Safety Alert (“Ansell Rishty Partnership”). The primary purpose of the Ansell Rishty Partnership is the sale of medical alert systems.

15. According to the Ansell Rishty Partnership documents, L. Ansell was responsible for banking and signing checks, maintaining books and records, paying bills and distributing the profits of Safety Alert.

16. According to the Ansell Rishty Partnership documents, E. Rishty was responsible for sales and marketing and administering the day to day operations of Safety Alert.

17. Upon information and belief, L. Ansell and E. Rishty have the same responsibilities for the operations of Life Aid Connect as they did for the operations of Safety Alert.

B. Defendants' Business Generally:

18. Since at least October 2013, Defendants began using the business name of Safety Alert to advertise, offer for sale and sell emergency response systems to consumers in New Jersey and elsewhere through telephone solicitations, a web site with an internet address of www.safety.alertusa.com ("Safety Alert Website") and other print advertisements.

19. Since at least June 2015, Defendants began using the business name of Life Aid Connect to advertise, offer for sale and sell Systems.

20. Since at least June 2015, Defendants began using the business name of Mobile Alert to bill and charge consumers who purchased Systems.

21. Defendants are currently using the business name Life Aid Connect to advertise, offer for sale and sell Systems.

C. Defendants' Advertisement of the Systems:

22. Defendants' print advertisements stated that "Safety Alert USA [or Med Aid Alert]" is a nationwide company with over 25 years combined experience that specializes in the Personal Emergency Response Services (PERS) Industry . . ."

23. Through their print advertisements, Defendants represented that “Our Safety Alert USA [or Med Aid Alert] system is a state-of-the-art, multi-faceted emergency system consisting of hardware and wireless devices that are connected to a 24/7 UL accredited emergency monitoring center. An easy accessible waterproof button is worn as a necklace or wristband, when activated it communicates directly to a certified emergency operator who will coordinate vital help for you 24/7.”

24. Defendants’ print advertisements also explained how the System worked, namely that “[w]hen a crisis occurs . . . our touchless PERS product connects with our monitoring center within seconds to coordinate help with either medical professionals, police or fire. Having this peace of mind and security is priceless. No matter where you travel . . . you are never alone!”

25. Defendants’ print advertisements further represented that “You and your family are able to have peace of mind knowing that you are protected anywhere in the U.S. around the clock 24/7 with Safety Alert USA [or Med Aid Alert]!”

D. Defendants’ Aggressive Sales Tactics:

26. At all relevant times, Defendants engaged in the sale of their Systems through unsolicited telemarketing calls to primarily elderly consumers in New Jersey and elsewhere.

27. At all relevant times, Defendants were not registered with the Division as a telemarketer.

28. Upon information and belief, Defendants never accessed the Federal Trade Commission (“FTC”) Do Not Call Registry to obtain a list of consumers who, by their request, were not to receive telemarketing calls.

29. Defendants made unsolicited telemarketing sales calls to hundreds of consumers who were on the FTC Do Not Call Registry.

30. Upon information and belief, Defendants made telemarketing sales calls to consumers even after those consumers requested that Defendants remove them from their call list.

31. Defendants' sales script instructed their sales representatives to, among other things, inform consumers that they were calling on behalf of "Senior Safety Week" and that there were "senior citizen options" available, including a "Senior Hardship Plan."

32. Defendants engaged in high pressure sales practices to persuade elderly consumers to purchase Systems, even after consumers insisted that they did not want or could not afford the product.

33. Defendants' sales representatives pressured elderly consumers to purchase Systems by making unsubstantiated claims about consumers needing the System because of their "serious medical issues."

34. Defendants' sales representatives represented to consumers that they would "receive a lifetime warranty for your brand new necklace/wristband."

35. Upon information and belief, Defendants' sales representatives' failed to disclose Defendants' cancellation policy to consumers during the telemarketing calls.

E. Defendants' Sale of Systems:

36. Defendants charged consumers between \$159.00 and \$299.00 for the System and a monthly monitoring fee ranging between \$34.95 and \$39.95.

37. Defendants' sales representatives finalized the telephone sale of Systems to consumers by obtaining their authorization to charge their credit cards ("Verbal Verification").

38. Upon completing the Verbal Verification, Defendants sent consumers some or all of the following documents: (a) a cover letter containing a Verification Number ("Cover Letter"); (b) a

Payment Authorization form; (c) a 3 Month Commitment Policy; (d) a Notice of Cancellation form; and (e) a Subscriber Monitoring Agreement.

39. The Cover Letter describes the Verbal Verification as follows: “Verbal Contract Agreement is as binding as a Written Agreement. The law considers a Verbal Agreement as legally binding. A breach of this agreement can be brought to the courts to resolve this dispute.”

40. The 3 Month Commitment Policy states that “[m]ost medical alert companies oblige you to sign a 2 or 3 year contract . . . They also are not necessarily NEW units being sent out. With Safety Alert USA, all our units are 100% brand new and shipped to you with no long term contracts.”

41. The Notice of Cancellation Form provides that a consumer may cancel the monitoring service at no cost if the service is canceled within seventy two (72) hours of the date of purchase (“Cancellation Period”), although the consumer will be charged a “Restocking Fee” of \$99 if a unit is returned.

42. Upon information and belief, consumers did not receive the Notice of Cancellation form in the mail until after the Cancellation Period had expired.

43. Among other things, the Subscriber Monitoring Agreement provided as follows: “[Defendants] agree to furnish and preprogram a Subscriber Medical Alert System.”

44. The Subscriber Monitoring Agreement automatically renewed unless either party gave written notice of its intent to cancel.

45. The Subscriber Monitoring Agreement includes a limitation of Defendants’ liability to the “maximum sum of \$250 and this liability shall be exclusive.”

46. Upon completing the Verbal Verification, at least one consumer also received the following document from Defendants:

**CHARGEBACKS AND FRAUDULENT
TRANSACTIONS**



It is illegal to refute a purchase and initiate a chargeback by making claims that are untrue, stating "unauthorized use", "fraud" or "unknown transaction". Additionally fraud claims, on many occasions will be reported to the local Authorities and Police Departments. You DO NOT need to file a chargeback with your credit card company or bank to receive a refund.

All transactions are recorded, verbally verified and electronically authorized. As a part of our commitment to complete customer satisfaction, we strive to honor any refund request within the cancellation guidelines.



Contact customer service with any questions at 877-785-2055



Life Aid Connect

1301 West Park Avenue, Suite C
Ocean, NJ 07712

47. Defendants have sold Systems to consumers who lived outside the GPS service area and, thus, did not have access to Defendants' services.

48. Upon information and belief, Defendants represented to consumers that they would receive new, "state of the art" Systems when, in fact, some consumers received refurbished Systems.

49. Defendants sold Systems to consumers which often did not provide monitoring services.

50. Defendants charged the credit card accounts of consumers who, after initially providing their credit card information, declined to purchase the Systems.

51. Defendants charged the credit card accounts of consumers who never received the Systems they ordered.

52. Defendants failed to provide refunds to consumers who purchased Systems which did not operate properly or at all.

53. Defendants failed to respond to consumer inquiries in a timely manner, or at all.

54. Based on information provided on the Better Business Bureau ("BBB") website, <http://www.bbb.org/new-jersey>, Safety Alert has received an "F" rating from the BBB due to the company's failure to respond to seven (7) consumer complaints and its failure to resolve four (4) other consumer complaints.

F. The Division's Investigation:

55. On July 1, 2015, the Division issued an Administrative Subpoena Duces Tecum ("State Subpoena") to Safety Alert requesting documents concerning, among other things, its advertisements, telemarketing, customer agreements, cancellation and refund policies and financial information.

56. On August 20, 2015, the Division filed an Order to Show Cause in this Court, Docket No. C-131-15, seeking enforcement of the State Subpoena (“Subpoena Enforcement Action”)

57. On August 24, 2015, Safety Alert filed a Petition in the Superior Court, Law Division, Monmouth County, Docket No. L-3211-15, seeking to quash the State Subpoena (“Petition to Quash”).

58. On September 10, 2015, the Hon. David F. Bauman, P.J. Civ., entered a Consent Order which: (a) consolidated the Subpoena Enforcement Action and the Petition to Quash; and (b) modified the State Subpoena (“9/10/15 Consent Order”).

59. Pursuant to the 9/10/15 Consent Order, Safety Alert produced documents on October 9, 2015 and November 23, 2015, in response to the State Subpoena (“Safety Alert Production”). The Safety Alert Production included, among other things, the print advertisements, the Ansell Rishty Partnership documents, telemarketing scripts, customer agreements, and cancellation and refund policies, all referenced above.

60. To date, the Division has received six (6) complaints against Safety Alert, including one (1) from the Monmouth County Consumer Protection office. Two (2) of the complaints against Safety Alert reference billing documents received from Mobile Alert. The Division has received one (1) complaint against Life Aid Connect. All but one of these consumers was on the FTC Do Not Call Registry.

61. To date, the Division has received twenty-seven (27) consumer complaints filed with the BBB against Safety Alert since 2013. All but seven (7) of these consumers was on the FTC Do Not Call Registry.

62. The Division has accessed information confirming that the FTC has received 574 consumer complaints against Defendants concerning unwanted telephone solicitations.

F. **2009 Consent Judgment:**

63. On July 28, 2009, the Attorney General and the Directed entered into a Final Consent Judgment with various defendants, including E. Rishty (“2009 Consent Judgment”), to resolve the following action: Milgram et al. v. United Credit Adjusters et al, Docket No.: MON-C-158-08.

64. As reflected in the 2009 Consent Judgment, E. Rishty agreed, among other things, to comply with the CFA and the Advertising Regulations. As further reflected in the 2009 Consent Judgment, E. Rishty agreed that any future violations of the 2009 Consent Judgment, the CFA and/or the Advertising Regulations shall subject him to enhanced civil penalties pursuant to N.J.S.A. 56:8-13.

COUNT I

**VIOLATION OF THE CFA BY DEFENDANTS
(UNCONSCIONABLE COMMERCIAL PRACTICES)**

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

66. 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 . . .

67. The CFA, N.J.S.A. 56:8-1(c), defines “merchandise” as including “any objects, wares, goods, commodities, services or anything offered, directly or indirectly to the public for sale.”

68. At all relevant times, Defendants have engaged in the advertisement, offering for sale and sale of merchandise within the meaning of N.J.S.A. 56:8-1(c), specifically Systems.

69. In the operation of their businesses, Defendants' have engaged in unconscionable commercial practices, false promises and misrepresentations.

70. Defendants have engaged in unconscionable commercial practices including, but not limited to, the following:

- a. Making unsolicited telemarketing sales calls to consumers despite not being registered with the Division as a telemarketer;
- b. Making unsolicited telemarketing sales calls to consumers who were on the FTC Do Not Call Registry;
- c. Continuing to make unsolicited telemarketing sales calls to consumers after these consumers had asked Defendants to remove them from their call list;
- d. Engaging in high pressure sales tactics to persuade consumers, many of whom are elderly, into purchasing Systems even after such consumers insisted they did not want or could not afford the product;
- e. Engaging in high pressure sales tactics to persuade elderly consumers to purchase Systems by making unsubstantiated claims that such consumers needed the System because of their "serious medical issues";
- f. Failing to inform consumers at the time of the Verbal Verification that the Subscriber Monitoring Agreement included an automatic renewal provision;
- g. Selling Systems to consumers who lived outside of Defendants' GPS service area and, thus, were not able to use the Systems;
- h. Selling refurbished Systems to consumers, contrary to Defendants' representations that they sold "state-of-the art, multi-faceted emergency system[s]" and/or "100% brand new" Systems;
- i. Automatically renewing consumer's contracts for the Systems, contrary to Defendants' representations that there are "no long term contracts";
- j. Accepting consumer payments and then failing to provide them with the Systems for which they paid;
- k. Charging the credit card accounts of consumers who, after initially providing their credit card information, declined to purchase the Systems;
- l. Charging the credit card accounts of consumers, but then failing to provide them with the Systems they ordered;

- m. Forwarding a document to a consumer which threatened criminal prosecution if the consumer challenged Defendants' charges to her credit card account;
 - n. Including in the Subscriber Monitoring Agreement a limitation of Defendants' liability to the "maximum sum of \$250";
 - o. Failing to provide consumers with a copy of the Notice of Cancellation form until after the seventy-two (72) Cancellation Period had expired;
 - p. Failing to provide refunds to consumers who purchased Systems which did not operate properly or at all; and
 - q. Failing to respond to consumers' complaints, inquiries and/or requests for refunds in a timely manner or at all.
71. Each unconscionable commercial practice by Defendants constitutes a separate violation under the CFA, N.J.S.A. 56:8.2.

COUNT II

VIOLATION OF THE CFA BY DEFENDANTS (FALSE PROMISES AND/OR MISREPRESENTATIONS)

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

73. In the operation of their business, Defendants have made false promises and misrepresentations including, but not limited to, the following:

- a. Representing that the Systems are "a state-of-the-art, multi-faceted emergency system[s]" when such is not the case;
- b. Representing that consumers who purchased Systems would receive protection "anywhere in the U.S. around the clock 24/7," when such was not the case;
- c. Representing that the System "connects with our monitoring center within seconds," when such is not the case;
- d. Representing that all Systems are 100% new," when such is not the case;

- e. Representing that consumers were not obligated to long term contracts, but then automatically renewing the contracts;
- f. Representing that Safety Alert and/or Med Aid Alert have “over 25 years combined experience . . . in the [PERS] Industry,” when such is not the case; and
- g. Representing to consumers in their telephone solicitations that purchasers of the Systems would receive a lifetime warranty for their necklaces and/or wristbands, when such is not the case;

74. Each false promise and/or misrepresentation by Defendants constitutes a separate violation under the CFA, N.J.S.A. 56:8-2.

COUNT III

VIOLATION OF THE CFA BY DEFENDANT (CAUSING INJURY TO SENIOR CITIZENS)

75. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 74 above as if more fully set forth at length herein

76. The CFA provides for additional penalties for pecuniary injury to a senior citizen or a person with a disability.

77. Defendants’ sales script for Systems instructed their sales representatives to, among other things, inform consumers that they were calling on behalf of “Senior Safety Week” and that there were “senior citizen options” available, including a “Senior Hardship Plan.”

78. At all relevant times, Defendants engaged in aggressive telephone solicitations of senior citizens in an attempt to persuade them to purchase Systems.

79. At all relevant times, Defendants have entered into contracts for Systems with “senior citizens” within the definition of the CFA, N.J.S.A. 56:8-14.2.

80. At all relevant times, Defendants have caused pecuniary injury to senior citizens within the definition of the CFA, N.J.S.A. 56:8-14.2

81. The CFA, 56:8-14.3 provides:
- a. In addition to any other penalty authorized by law, a person who violates the provisions of [the CFA] shall be subject to additional penalties as follows:
 - (1) A penalty of not more than \$10,000 if the violation caused the victim of the violation pecuniary injury and the person knew or should have known that the victim is a senior citizen . . . ; or
 - (2) A penalty of not more than \$30,000 if the violation was part of a scheme, plan, or course of conduct directed at senior citizens . . . in connection with sales or advertisements.

[N.J.S.A. 56:8-14.3(a)(1)(2).]

82. At all relevant times, Defendants had actual or constructive knowledge that consumers that they were dealing with were senior citizens and targeted their solicitations directly to senior citizens by offering “senior citizen options” for the Systems.

83. Each instance where Defendants engaged in deceptive practices in their sale of Systems and caused pecuniary injuries to senior citizens entitles Plaintiffs to recovery of additional penalties as provided by N.J.S.A. 56:8-14.3.

COUNT IV

VIOLATION OF THE ADVERTISING REGULATIONS BY DEFENDANTS

84. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 83 above as if more fully set forth herein.

85. The Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., promulgated pursuant to the CFA, among other things, govern general advertising practices.

86. Specifically, the Advertising Regulations provide, in pertinent 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 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).]

87. In the operation of their businesses, Defendants have violated the Advertising Regulations, including, but not limited to, the following:

- a. In print advertisements, representing that Safety Alert and/or Med Aid Alert have “over 25 years combined experience . . . in the [PERS] Industry,” when, in fact, Safety Alert was formed in 2013;
- b. In print advertisements, representing that the System is a “state-of-the-art, multi-faceted emergency system” when, in fact, some consumers received refurbished Systems;
- c. In print advertisements, representing that purchasers of the System would be “protected anywhere in the U.S. around the clock 24/7 with Safety Alert USA!” when, in fact, Defendants’ service area was limited;
- d. In print advertisements, representing that “our touchless PERS product connects with our monitoring center within seconds” when, in fact, consumers who lived outside of the GPS service area received no monitoring service; and
- e. Representing that purchasers of the System would receive a lifetime warranty for their necklaces and/or wristbands, when such is not the case.

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

COUNT V

VIOLATION OF THE CFA BY DEFENDANTS **TELEMARKETING DO NOT CALL LAW**

89. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 88 above as if set forth at length herein.

90. The Do Not Call Law, N.J.S.A. 56:8-119 et seq., addresses, among other things, telemarketer registration requirements and prohibited telephone solicitation practices.

91. Specifically, the Do Not Call Law defines a telemarketer as follows:

Telemarketer means any entity, whether an individual proprietor, corporation, partnership, limited liability corporation or any other form of business organization, whether on behalf of itself or others, who makes residential telemarketing sales calls to a customer when the customer is in this State or any person who directly controls or supervises the conduct of a telemarketer.

[N.J.S.A. 56:8-120.]

92. The Do Not Call Law further requires a telemarketer to register with the Division as follows:

(a) A person shall not make or cause to be made, or attempt to make or cause to be made, an unsolicited telemarketing sales call to a customer in the State of New Jersey unless that person is registered with or employed by a person who is registered with the Division of Consumer Affairs in the Department of Law and Public Safety in accordance with the provisions of this act.

(b) Every telemarketer, including telemarketers whose residence or principal place of business is located outside of this State, shall annually register with the director.

[N.J.S.A. 56:8-121(a),(b).]

93. Additionally, the Do Not Call Law sets forth requirements for no call lists and provides, in pertinent part:

The division shall establish and maintain a no telemarketing call list and may utilize for this purpose, in any manner the director deems appropriate, the national do-not-call registry as maintained by the Federal Trade Commission.

...

[N.J.S.A. 56:8-127.]

94. Further, the Do Not Call Law sets forth guidelines for telemarketing sales calls and provides, in pertinent part:

- (a) No telemarketer shall make or cause to be made any unsolicited telemarketing sales call to any customer whose telephone number is included on the no telemarketing call list established pursuant to section 9 of this act, except for a call made within three months of the date the customer's telephone number was first included on the no call list but only if the telemarketer had at the time of the call not yet obtained a no call list which included the customer's telephone number and the no call list used by the telemarketer was issued less than three months prior to the time the call was made.

[N.J.S.A. 56:8-128(a).]

95. Defendants are “telemarketers” within the definition of N.J.S.A. 56:8-120.
96. Defendants have violated the Do Not Call Law by engaging in certain conduct including, but not limited to:
- a. Failing to register as a telemarketer with the Division for the registration periods from 2013 to 2016;
 - b. Making or causing to be made unsolicited residential telemarketing sales calls to consumers in New Jersey without being registered with or employed by a person who is registered with the Division; and
 - c. Making or causing to be made unsolicited residential telemarketing sales calls to consumers whose telephone numbers are included on the Federal Do Not Call Registry.
97. Defendants’ conduct constitutes multiple violations of the Do Not Call Law, N.J.S.A. 56:8-119 et seq.

COUNT VI

VIOLATION OF THE DO NOT CALL REGULATIONS BY DEFENDANTS

98. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 97 above as if set forth at length herein.
99. The Do Not Call Regulations, N.J.A.C. 13:45D-1.1 et seq., address, among other things, registration requirements and prohibited telephone solicitation practices.

100. Specifically, the Do Not Call Regulations define a telemarketer as follows:

Telemarketer means any entity who makes residential telemarketing sales calls to a customer when the customer is in New Jersey, whether the entity is an individual proprietor, corporation, partnership, limited liability corporation or any other form of business organization, or if not formally organized, any person who directly controls or supervises the making of residential telemarketing sales calls whether on behalf of itself or others.

[N.J.A.C.13:45D-1.1.]

101. The Do Not Call Regulations further require that a telemarketer be registered with the Division as follows:

A telemarketer shall not engage in telemarketing to a customer unless the telemarketer is registered with the Division pursuant to the requirements of this chapter.

[N.J.A.C.13:45D-3.1.]

102. Additionally, the Do Not Call Regulations provide that “[e]ach telemarketer shall annually register with the Division.” (N.J.A.C. 13:45D-3.2 (a).)

103. Moreover, the Do Not Call Regulations require that sellers maintain a telemarketing call list as follows:

- (d) Sellers shall maintain a list of names and telephone numbers of customers who have requested not to receive telemarketing sales calls. A seller that receives, either directly from the customer or indirectly from a telemarketer or other source, a request from an existing customer not to receive telemarketing sales calls from that seller, shall remove the customer from its calling list and take other necessary affirmative steps to cease telemarketing sales calls to the customer by or on behalf of the seller within 30 days of the customer's request.

[N.J.A.C. 13:45D-3.9(d).]

104. The Do Not Call Regulations provide restrictions on the telemarketing sales calls as follows:

(a) No telemarketer shall make or cause to be made any unsolicited telemarketing sales calls to a customer:

1. After three months from the date the customer's telephone number first appears on the no telemarketing call list; or

[N.J.A.C. 13:45D-4.1.(a)(1).]

105. Defendants are “telemarketers” within the definition of the Do Not Call Regulations, N.J.A.C. 13:45D-1.3.

106. Defendants have violated the Do Not Call Regulations by engaging in certain conduct including, but not limited to:

- a. Making residential telemarketing sales calls to consumers in New Jersey without registering as a telemarketer with the Division;
- b. Failing to register as a telemarketer with the Division for the registration periods from 2013 and 2016;
- c. Making residential telemarketing sales calls to consumers in New Jersey who have asked to be removed from the Defendants’ call list; and
- d. Making or causing unsolicited residential telemarketing sales calls to be made to consumers in New Jersey whose names appear on the Federal Do Not Call Registry.

107. Defendants’ conduct constitutes multiple violations of the Do Not Call Regulations, N.J.A.C. 13:45D-1.1 et seq., each of which constitutes a per se violation of the CFA, N.J.S.A. 56:8-1 et seq.

COUNT VII

VIOLATION OF THE CFA, THE ADVERTISING REGULATIONS, THE DO NOT CALL LAW AND THE DO NOT CALL REGULATIONS BY L. ANSELL

108. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 107 above as if set forth at length herein.

109. At all relevant times, L. Ansell has been a member/manager of Safety Alert and has controlled, directed and/or participated in the management and operation of that entity, including the conduct alleged in this Complaint.

110. At all relevant times, At all relevant times, L. Ansell has been an owner, officer, director, manager, representative and/or agent of Life Aid Connect and has controlled, directed and/or participated in the management and operation of that entity, including the conduct alleged in this Complaint.

111. At all relevant times, At all relevant times, L. Ansell has been an owner, officer, director, manager, representative and/or agent of Mobile Alert and has controlled, directed and/or participated in the management and operation of that entity, including the conduct alleged in this Complaint.

112. L. Ansell's conduct makes him personally liable for the violations of the CFA, the Advertising Regulations, the Do Not Call Law and the Do Not Call Regulations committed by Safety Alert, Life Aid Connect and Mobile Alert.

COUNT VIII

**VIOLATION OF THE CFA, THE ADVERTISING
REGULATIONS, THE DO NOT CALL LAW AND
THE DO NOT CALL REGULATIONS BY E. RISHTY**

113. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 112 above as if set forth at length herein.

114. At all relevant times, E. Rishty has been a member/manager of Safety Alert and has controlled, directed and/or participated in the management and operation of that entity, including the conduct alleged in this Complaint.

115. At all relevant times, At all relevant times, E. Rishty has been an owner, officer, director, manager, representative and/or agent of Life Aid Connect and has controlled, directed and/or participated in the management and operation of that entity, including the conduct alleged in this Complaint.

116. At all relevant times, At all relevant times, E. Rishty has been an owner, officer, director, manager, representative and/or agent of Mobile Alert and has controlled, directed and/or participated in the management and operation of that entity, including the conduct alleged in this Complaint.

117. E. Rishty's conduct makes him personally liable for the violations of the CFA, the Advertising Regulations, the Do Not Call Law and the Do Not Call Regulations committed by Safety Alert, Life Aid Connect and Mobile Alert.

COUNT IX

VIOLATION OF THE 2009 CONSENT JUDGMENT BY E. RISHTY

118. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 117 above as if set forth at length herein.

119. Pursuant to the 2009 Consent Judgment, E. Rishty, among other things, agreed that any future violations by him of the 2009 Consent Judgment, the CFA and/or the Advertising Regulations subjected him to enhanced civil penalties pursuant to N.J.S.A. 56:8-13.

120. As set forth herein, E. Rishty continues to engage in acts and practices in violation of the 2009 Consent Judgment, the CFA and/or the Advertising Regulations.

121. Such conduct constitutes second and subsequent violations of the CFA subject to a penalty of up to \$20,000 per violation, pursuant to N.J.S.A. 56:8-13.

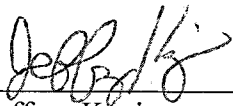
PRAYER FOR RELIEF

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

- (a) Finding that the acts and omissions of Defendants constitute multiple violations of the CFA, N.J.S.A. 56:8-1 et seq., the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., the Do Not Call Law, N.J.S.A. 56:8-119 et seq., and the Do Not Call Regulations, N.J.A.C. 13:45D-1.1 et seq.;
- (b) Permanently enjoining Defendants and their owners, officers, directors, shareholders, founders, members, managers, agents, servants, employees, representatives and independent contractors and all other persons or entities directly under his control, from engaging in, continuing to engage in, or doing any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., the Do Not Call Law, N.J.S.A. 56:8-119 et seq., and the Do Not Call Regulations, N.J.A.C. 13:45D-1.1 et seq., including but not limited to the acts and practices alleged in this Complaint;
- (c) Vacating the corporate charters of Life Aid Connect and Mobile Alert and cancelling the certificate of formation in the State for Safety Alert, as authorized by the CFA, N.J.S.A. 56:8-8;
- (d) Directing Defendants, jointly and severally, to pay restitution 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 alleged practice herein to be unlawful, as authorized by the CFA, N.J.S.A. 56:8-8;
- (e) Directing Life Aid Connect, Safety Alert, Mobile Alert and L. Ansell to pay the maximum statutory civil penalties for each and every violation of the CFA, in accordance with N.J.S.A. 56:8-13;
- (f) Directing E. Rishty to pay enhanced civil penalties for each and every violation of the CFA, in accordance with N.J.S.A. 56:8-13;
- (g) Directing Defendants, jointly and severally, to pay the maximum statutory civil penalties for each and every violation of the CFA, in accordance with N.J.S.A. 56:8-14.3(1);
- (h) Directing Defendants, jointly and severally, to pay costs and fees, including attorneys' fees, 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

- (i) Granting such other relief as the interests of justice may require.

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 


Jeffrey Koziar
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: August 31, 2016
Newark, New Jersey

RULE 4:5-1 CERTIFICATION

I certify, to the best of my information and belief, that the matter and controversy in this action involving the aforementioned violations of the CFA, N.J.S.A. 56:8-1 et seq., the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., the Do Not Call Law, N.J.S.A. 56:8-119 et seq., and the Do Not Call Regulations, N.J.A.C. 13:45D-1.1 et seq., is not the subject of any other action pending in any other court of this State. I am aware that other private actions have been brought against the Defendants, but have no direct information that any of those actions involve consumer fraud allegations. 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.

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

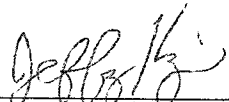
By: 
Jeffrey Koziar
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: August 31, 2016
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).

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 

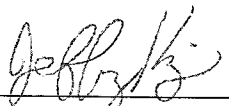
Jeffrey Koziar
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: August 31, 2016
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

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

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 

Jeffrey Koziar
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: August 31, 2016
Newark, New Jersey