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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION,
MIDDLESEX COUNTY
DOCKET NO. C-148-11

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

Plaintiffs,

v.

INDUSTRY MODEL AND TALENT STUDIOS,
LLC; INTERFACE 1, LLC; ROMAN
VINTFELD; JOHN and JANE DOES 1-10; and
XYZ CORPORATIONS 1-10,

Defendants.

Civil Action

COMPLAINT

FILED & RECEIVED #2
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OFFICE
MIDDLESEX COUNTY

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

PRELIMINARY STATEMENT

1. Since at least 2004, Industry Model and Talent Studios LLC (“Industry Model”) or its successor corporation Interface 1, LLC (“Interface”), as well as their principal Roman Vintfeld (“Vintfeld”) (collectively, “Defendants”), have been engaged in the offer for sale and the sale of services that purport to assist children and minors in particular to obtain modeling and acting careers. These alleged services have included “photoshoots” of the children as well as the posting of those photoshoots on a composite website to which potential modeling and acting employers have access.

2. As set forth below, Defendants have engaged in unconscionable commercial practices, as well as false and misleading statements, in order to entice consumers to enter into written agreements retaining Defendants. Among other things, Defendants: (1) have approached parents and their children in malls and theme parks to extoll the children’s good looks and prospects of a successful modeling career, and urged the parents to provide them with their personal contact information to take advantage of imminent opportunities; (2) have used that personal contact information to bombard consumers with telephone solicitations to schedule what was purported to be a free evaluation, often stressing the need to make the appointment as soon as possible to avoid forfeiting imminent opportunities, which did not thereafter materialize; (3) have induced consumers, once they had arrived for what was represented to be a free evaluation, inducing them to sign a non-cancellable written contract that provided for a photoshoot only, and which did not include any individualized assistance to market the child to prospective modeling or acting employers; and (4) have waited until after the subsequent photoshoot to then inform consumers that they would have to pay additional sums to have their child’s photo published on a composite website which provided for none of the individualized, affirmative marketing of the kind they had earlier promised to

consumers. As detailed below, Defendants' conduct has constituted multiple violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et. seq. ("CFA").

3. To date, the New Jersey Division of Consumer Affairs has received in excess of two hundred (200) complaints against Defendants and, based upon that information, calculates consumer losses to be approximately One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00).

PARTIES AND JURISDICTION

4. The Attorney General is charged with the responsibility of enforcing the CFA and the Director is charged with the responsibility of administering the CFA on behalf of the Attorney General.

5. By this action, the Attorney General and Director (collectively, "Plaintiffs") seek injunctive and other relief for violations of the CFA. 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. Venue is proper in Middlesex County, pursuant to R. 4:3-2(b), because it is a county in which Defendants have conducted business and maintained a principal place of business.

6. On or about December 8, 2003, Industry Model was established as a Domestic Limited Liability Company in the State of New Jersey ("State" or "New Jersey"). At all relevant times, Industry Model maintained a business location at 115 River Road, Suite 9, Edgewater, New Jersey 07020.

7. At all relevant times, the registered agent in the State for Industry Model was Roman Vintfeld, its principal, who maintained a mailing address of 115 River Road, Suite 9, Edgewater, New Jersey 07020.

8. On or about October 26, 2010, Interface was established as a Domestic Limited Liability Company in New Jersey. At all relevant times, Interface has maintained a principal place of business at 15 Kennedy Boulevard, East Brunswick, New Jersey 08816.

9. At all relevant times, the registered agent for Interface is Roman Vintfeld, its principal, who maintains a mailing address of 15 Kennedy Boulevard, East Brunswick, New Jersey 08816.

10. On information and belief, on or about October 26, 2010, Industry Model was acquired by and merged with Interface and continues to engage in business under the Interface name.

11. At all relevant times, Vintfeld was the President and majority shareholder of Industry Model and had otherwise managed and controlled its operations. At all relevant times, Vintfeld was the President and majority shareholder of Interface and has otherwise controlled its operations. At all relevant times, Vintfeld has maintained a mailing address of 15 Kennedy Boulevard, East Brunswick, New Jersey 08816.

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, and/or representatives of Industry Model, Interface and/or Vintfeld who may have been involved in the conduct that gives rise to this Complaint, but are heretofore unknown to 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 any additional corporations which may have been involved in the

conduct that gives rise to this Complaint, but are heretofore unknown to Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

14. Upon information and belief, since at least March 2004, Defendants have been engaged in the advertisement, offer for sale, and the sale, of services in New Jersey and elsewhere that purport to assist people, typically children and minors, aspiring to be models or actors.

15. During the period of 2004 to 2010, Industry Model maintained a website located at www.industrystudio.com ("Industry Model Website").

16. At least as of 2010, Interface has maintained a website located at <http://interfacetalent.com> ("Interface Website").

17. Upon information and belief, at all relevant times, Defendants have set up kiosks at public places such as shopping malls and amusement parks.

18. Upon information and belief, from the kiosks, Defendants' agents, representatives or employees have approached young people and/or their parents (collectively, "Consumers") and made flattering statements to them about how good looking their children are and that the children have the potential for a career in modeling or acting.

19. The statements referred to in paragraph 18 above have typically taken place in the child's presence. In one instance, a mother was told there was a project in which Angelina Jolie was looking for a boy with her son's characteristics and age. The son became excited and asked his mother to sign him up, which she did. The opportunity never materialized.

20. Upon information and belief, during the initial solicitation, Defendants have asked Consumers to complete a card with their name, address and phone number.

21. Upon information and belief, Defendants have then advised Consumers that they will be called and asked to come to Defendants' place of business for a free evaluation and interview.

22. Upon information and belief, Defendants have also advised Consumers that they will not have to pay anything unless their child actually received work.

23. Upon information and belief, once the Consumers have completed an information card at the shopping mall or amusement park, Defendants have subsequently bombarded them with phone calls to make an appointment. Upon information and belief, during these phone calls, Defendants have stressed the need to act without delay so that valuable and imminent opportunities would not be lost.

24. Upon information and belief, Consumers have not been told that, once they appear for an appointment, they would be induced to sign a Photoshoot Agreement charging them a fee ranging from \$500.00 to \$1,500.00, that would cover a photoshoot only and would not include any marketing efforts.

25. Upon information and belief, once at Defendants' offices during the purported no-fee evaluation and interview, Consumers have been told that Defendants will individually and affirmatively market their child to potential modeling agencies, advertisers, television shows and movies.

26. Upon information and belief, Consumers have been told that the photographs to be taken of their child will be sent out to dozens of agencies and have not been informed that the photographs will just be posted on a website.

27. Upon information and belief, Defendants have told Consumers that they can expect a casting call within days or weeks of their meeting.

28. Upon information and belief, Defendants have pressured Consumers into executing what they believe is a marketing agreement, but which is in actuality a mere Photoshoot Agreement. Upon information and belief, Defendants have not provided Consumers with an opportunity to read the Photoshoot Agreement prior to signature.

29. Upon information and belief, the Consumers' credit cards have been swiped by the Defendants and the charges incurred contemporaneous with the execution of the Photoshoot Agreement and without the Consumers having been given an opportunity to read it prior to incurring the credit card charges.

30. Upon information and belief, when Consumers have advised Defendants that they needed more time to consider entering into the Photoshoot Agreement, Defendants have advised Consumers that they had to sign up immediately since they would not get another opportunity and would otherwise forfeit their child's chance to enter the modeling and acting world.

31. Upon information and belief, in many instances, Defendants have failed to provide Consumers with a full and accurate copy of the Photoshoot Agreement after they signed the agreement.

32. Upon information and belief, when the Consumers got home and read the Photoshoot Agreement, they discovered that it was for a photoshoot only and that its written terms differed from the oral representations made by Defendants' agents, representatives or employees.

33. Upon information and belief, the Consumers first discovered upon reading the Photoshoot Agreement that they could not cancel it and obtain a refund since the Photoshoot Agreement contained the following language as to cancellation and refund:

“CANCELLATION POLICY: Absolutely no refunds shall be given under any circumstances whatsoever and there shall be no cancellation after the photoshoot date has been scheduled.”

34. Moreover, the Photoshoot Agreement contained the following language as to litigation arising out of that agreement:

“YOU HEREBY AGREE THAT ANY LITIGATION GROWING OUT OF ANY CONTROVERSY WITH RESPECT TO, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT WILL BE TRIED BY A COURT BY A JUDGE SITTING WITHOUT A JURY. YOU CONFIRM THAT THE FOREGOING WAIVER OF A TRIAL BY JURY IS INFORMED AND FREELY MADE. YOU ALSO WAIVE THE RIGHT, IF ANY, TO INTERPOSE ANY DEFENSE, SET-OFF OR COUNTERCLAIM OF ANY NATURE OR DESCRIPTION. THE NON-PREVAILING PARTY IN ANY LITIGATION SHALL BEAR EXPENSES OF THE PROCEEDING (INCLUDING, WITHOUT LIMITATION, THE REASONABLE ATTORNEYS’ FEES AND COSTS OF THE PREVAILING PARTY.)”

35. Upon information and belief, when Consumers called the Defendants with questions about the Photoshoot Agreement, including cancellation, they encountered great difficulty in speaking with the agent, representative or employee who induced them to sign the Photoshoot Agreement.

36. Moreover, upon information and belief, Consumers who sought a refund were told that they executed a contract that states that the transaction cannot be cancelled and that their money cannot be refunded.

37. Upon information and belief, Defendants even refused to refund the money paid by a Consumer who subsequently lost her job and could no longer afford the payment.

38. Upon information and belief, Defendants told a Consumer that she could change her child’s photoshoot appointment if it presented a conflict, but then refused the Consumer’s request

to reschedule and instead left her a voice mail telling her that the photoshoot crew had arrived anyway.

39. Upon information and belief, it is not until the photoshoot has been completed and the Defendants have called the Consumers to view the photographs that they are advised for the first time they must then execute a separate Online Composite Card Membership Agreement and pay an additional fee of several hundred dollars or more in order for their composite photos to be placed online.

40. Upon information and belief, Defendants have failed to provide Consumers with an adequate opportunity to read the Online Composite Card Membership Agreement prior to being required to sign it.

41. Instead, upon information and belief, Defendants have advised Consumers to take the Online Composite Card Membership Agreement home, to read it and call back with any questions.

42. At the same time, upon information and belief, Defendants in many instances, have failed to provide Consumers with a full and accurate copy of the Online Composite Card Membership Agreement after they signed the agreement.

43. Additionally, the Online Composite Card Membership Agreement contained the following language as to cancellation and refund:

Payment. The Membership Fee (as described above) shall be paid in full immediately upon execution of this Agreement in cash or by credit card. If paying by credit card, you authorize us to charge the credit card listed on Exhibit A. You may cancel this Agreement, and receive a full deposit of any monies paid to date, by delivering notice to us via certified mail, return receipt requested; provided however, that we receive such notice within three (3) days of the date hereof. Except as expressly stated in the immediately preceding sentence, absolutely no refunds will be given.

44. Moreover, the Online Composite Card Membership Agreement contained the following language as to litigation arising out of that agreement:

LITIGATION GROWING OUT OF ANY CONTROVERSY WITH RESPECT TO, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, WILL BE TRIED BY A COURT BY A JUDGE SITTING WITHOUT A JURY. YOU CONFIRM THAT THE FOREGOING WAIVER OF A TRIAL BY JURY IS INFORMED AND FREELY MADE. YOU ALSO WAIVED THE RIGHT, IF ANY, TO INTERPOSE ANY DEFENSE, SET-OFF OR COUNTERCLAIM OF ANY NATURE OR DESCRIPTION. THE NON-PREVAILING PARTY IN ANY LITIGATION SHALL BEAR ALL REASONABLE FEES, COSTS AND EXPENSES OF THE PROCEEDING (INCLUDING, WITHOUT LIMITATION, THE REASONABLE ATTORNEYS'S FEES AND COSTS OF THE PREVAILING PARTY).

45. Interface has received an F rating from the Better Business Bureau (BBB). This is based on approximately 223 complaints filed against Interface and its predecessor Industry Model with the BBB since 2004.

COUNT I

VIOLATION OF THE CFA BY DEFENDANTS (UNCONSCIONABLE COMMERCIAL PRACTICES)

46. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 45 above as if more fully set forth herein.

47. The CFA, specifically 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....

48. Since at least 2004, Defendants, through their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors, have solicited Consumers and their children and orally represented to said Consumers and children that they can become models and that defendants will market them in and/or to the modeling industry.

49. However, in the course of said solicitation, Defendants through their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors, have induced Consumers to enter into written agreements which were simply for a photoshoot or for the mere posting of a digital composite card online.

50. In so doing, Defendants, through their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors, have engaged in the use of unconscionable commercial practices, false promises, misrepresentations and/or the knowing concealment, suppression or omission of material facts.

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

- a. Requiring Consumers to execute written contracts or agreements including, but not limited to, the Photoshoot Agreement and/or the Online Composite Card Membership Agreement without providing them with sufficient opportunity to read and understand the terms therein before execution of same;
- b. Requiring Consumers to execute written contracts or agreements including, but not limited to, the Photoshoot Agreement which contained the following language regarding cancellation and refund: "CANCELLATION POLICY: Absolutely no refunds shall be given under any circumstances whatsoever and there shall be no cancellation after the photoshoot date has been scheduled"; and
- c. Requiring Consumers to execute written contracts or agreements including but not limited to, the Photoshoot Agreement and/or the Online Composite Card Membership Agreement which contained the following language regarding any litigation arising out of the contract or agreement:

"YOU HEREBY AGREE THAT ANY LITIGATION GROWING OUT OF ANY CONTROVERSY WITH RESPECT TO, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT WILL BE TRIED BY A COURT BY A JUDGE SITTING WITHOUT A JURY. YOU CONFIRM THAT THE FOREGOING WAIVER OF A TRIAL BY JURY IS INFORMED AND FREELY MADE. YOU ALSO WAIVE THE RIGHT, IF ANY, TO INTERPOSE ANY DEFENSE, SET-OFF OR COUNTERCLAIM OF ANY NATURE OR DESCRIPTION. THE NON-

PREVAILING PARTY IN ANY LITIGATION SHALL BEAR EXPENSES OF THE PROCEEDING (INCLUDING, WITHOUT LIMITATION, THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE PREVAILING PARTY.)”

52. Each unconscionable commercial practice by Defendants constitutes a separate violation under N.J.S.A. 56:8-2.

COUNT II

VIOLATION OF THE CFA BY DEFENDANTS_ (FALSE PROMISES AND/OR MISREPRESENTATIONS AND/OR KNOWING OMISSIONS OF MATERIAL FACT)

53. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 52 above as if more fully set forth herein.

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

- a. Misleading Consumers into believing that they were a modeling or talent agency;
- b. Misleading Consumers into believing that they could place someone in the modeling or entertainment industries;
- c. Misleading Consumers by using the name “Industry Model and Talent Studios LLC” when in fact they were only in the business of doing photoshoots;
- d. Misrepresenting to Consumers at the time of their initial contact that there were no fees involved with any initial meeting or evaluation;
- e. Making oral misrepresentations to Consumers about the merchandise offered for sale which differed from the actual terms of the Photoshoot Agreement and/or the Online Composite Card Membership Agreement;
- f. Misleading Consumers into believing that they were getting more services than simply a photoshoot when they signed the Photoshoot Agreement; and
- g. Misleading Consumers by telling them to sign the Photoshoot Agreement, to read it after they arrived home and to call back with any questions when, by

the terms of the Photoshoot Agreement, it could not be cancelled and the Consumers could not receive a refund.

55. Defendants' conduct in violation of the CFA includes, but is not limited to, the following knowing omission of material facts: Failing to inform Consumers about the Online Composite Card Membership Agreement until after the photoshoot had taken place.

56. Each false promise, misrepresentation and/or knowing omission of material fact by Defendants constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.

COUNT III

VIOLATION OF THE CFA BY DEFENDANTS (FAILURE TO PROVIDE COPIES OF SALES CONTRACTS)

57. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 56 above as if more fully set forth herein.

58. The CFA, specifically, N.J.S.A. 56:8-2.22, provides:

It shall be an unlawful practice for a person in connection with a sale of merchandise to require or request the consumer to sign any document as evidence or acknowledgment of the sales transaction, of the existence of the sales contract, or of the discharge by the person of any obligation to the consumer specified in or arising out of the transaction or contract, unless he shall at the same time provide the consumer with a full and accurate copy of the document so presented for signature but this section shall not be applicable to orders placed through the mail by the consumer for merchandise.

59. At all relevant times, Defendants required Consumers to sign Photoshoot Agreements and/or Online Composite Card Membership Agreements and then failed to provide Consumers with full and accurate copies of such agreements after signature.

60. Each instance in which Defendants failed to provide Consumers with a full and accurate copy of a Photoshoot Agreement and/or an Online Composite Card Membership Agreement constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.22.

COUNT IV

VIOLATION OF THE CFA BY DEFENDANT VINTFELD

61. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 60 above as if more fully at forth herein.

62. At all relevant times, Vintfeld has been the owner, operator, principal, executive and/or manager of Industry and Interface and has managed, controlled and directed the activities of those entities.

63. Vintfeld's conduct makes him individually liable for the violations of the CFA committed by him through Industry and Interface.

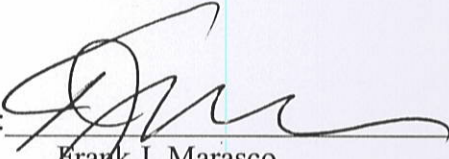
PRAYER FOR RELIEF

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

- (a) Finding that the acts and/or omissions of the Defendants constitute multiple instances of unlawful practices in violation of the CFA, N.J.S.A. 56:8-1 et. seq.
- (b) Permanently enjoining Defendants and their owners, officers directors, shareholders, founders, managers, agents, servants, employees, representatives, independent contractors and all other persons or entities under their 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. including, but not limited to, the acts and practices alleged in this Complaint as authorized by the CFA, N.J.S.A. 56:8-8;;
- (c) Directing the assessment of restitution amounts against Defendants, jointly and severally, to restore to any affected person any money acquired by means of any practice alleged herein to be unlawful and found to be unlawful, as authorized by the CFA, N.J.S.A. 56:8-8;
- (d) Assessing the maximum statutory civil penalties against Defendants, jointly and severally, for each and every violation of the CFA, as authorized by the CFA, N.J.S.A. 56:8-13;

- (e) Directing the assessment of costs and fees, including attorneys' fees, against Defendants, jointly and severally, for the use of the State of New Jersey, as authorized by the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19; and
- (f) Granting such other relief as the interests of justice may require.

ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 
Frank J. Marasco
Deputy Attorney General

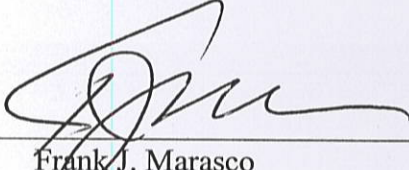
Dated: July 21, 2011
Newark, New Jersey

RULE 4:5-1 CERTIFICATION

I certify, to the best of my information and belief, that the matter in controversy in this action involving the aforementioned violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et. seq., is not the subject of any other action pending in any other court of this State. I am aware that private actions have been brought against the Defendants in the Superior Court of New Jersey, Bergen County, Special Civil Part, namely, Mendoza v. Industry Model and Talent Studios and Rebecca Bell, Docket No. DC-3140110; and Fairview Check Cashing Corp. v. Michael Ferracane, Interface 1, LLC and Roman Vintfeld, Docket No. DC-1538911. I further certify that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party who should be joined in this action at this time.

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

By: _____


Frank J. Marasco
Deputy Attorney General

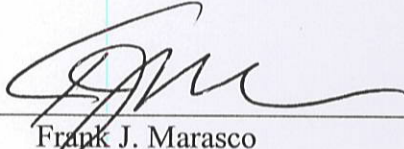
Dated: July 31, 2011
Newark, New Jersey

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

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

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

By: _____


Frank J. Marasco
Deputy Attorney General

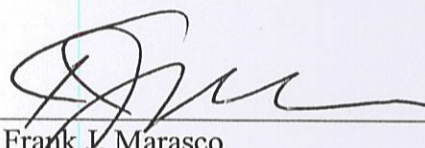
Dated: July 21, 2011
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

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

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

By: _____


Frank J. Marasco
Deputy Attorney General

Date: July 21, 2011
Newark, New Jersey