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ATTORNEY GENERAL OF NEW JERSEY  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
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Attorney for Plaintiffs



By: Lorraine K. Rak  
Deputy Attorney General  
Chief, Consumer Fraud Prosecution Section  
[REDACTED] [REDACTED]

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION, ESSEX COUNTY  
DOCKET NO. ESX-C- 272 -12

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

Plaintiffs,

v.

JENNY'S SHELL STATION LLC d/b/a SHELL; JANE  
AND JOHN DOES 1-10, individually and as owners,  
officers, directors, shareholders, founders, managers,  
agents, servants, employees, representatives and/or  
independent contractors of JENNY'S SHELL STATION  
LLC d/b/a SHELL; and XYZ CORPORATIONS 1-10,

Defendants.

Civil Action

**COMPLAINT**

Plaintiffs Jeffrey S. Chiesa, Attorney General of the State of New Jersey ("Attorney General"), with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey, and Eric T. Kanefsky, Acting 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. During emergencies and major disasters, such as hurricanes and tropical storms, earthquakes, fires and floods, some merchants have taken unfair advantage of consumers by greatly increasing prices for certain merchandise, which are consumed or used as a direct result of an emergency or which are consumed or used to preserve, protect, or sustain the life, health or safety or comfort of persons or their property, a practice commonly known as “price gouging.” When a declared state of emergency results in abnormal disruptions of the market, the New Jersey Legislature has found it in the public interest that excessive and unjustified price increases in the sale of these types of merchandise, price gouging, be prohibited. See N.J.S.A. 56:8-107 and N.J.S.A. 56:8-109.

2. On October 27, 2012, just prior to Tropical Storm Sandy (“Sandy”) reaching the State of New Jersey (“State” or “New Jersey”), Governor Chris Christie (“Governor Christie”) declared a State of Emergency. In the wake of the State of Emergency and Sandy, defendant Jenny’s Shell Station LLC (“Defendant”) engaged in price gouging in the sale of motor fuel. In so doing, Defendant has committed numerous violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”).

## PARTIES AND JURISDICTION

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

4. 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, 56:8-11, 56:8-13 and/or 56:8-19. Venue is proper in Essex County, pursuant to R. 4:3-2, because it is the county in which Defendant has conducted business.

5. On October 13, 2010, Defendant was established as a Limited Liability Company in the State. At all relevant times, Defendant has maintained a main business address of 461 Bloomfield Avenue, Bloomfield, New Jersey 07003.

6. The registered agent in the State for Defendant is Suheil Abdulkarim, who maintains a mailing address of 22 Prospect Street, Palisades Park, New Jersey 07650.

7. 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 Defendant who 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.

8. XYZ Corporations 1 through 10 are fictitious corporations meant to represent any additional corporations who 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:**

**A. Sandy and Executive Order No. 104 Declaring a State of Emergency**

9. In late October 2012, Sandy was approaching New Jersey.

10. Hurricanes and tropical storms have the potential to cause severe weather conditions, including heavy rains, high winds, main stream and river flooding, and progressing runoff that may threaten homes and other structures, and endanger lives in the State.

11. On October 27, 2012 at approximately 11:30 a.m., due to the approach of Sandy, Governor Christie issued Executive Order No. 104, which immediately declared a State of Emergency in New Jersey (“State of Emergency”).

12. Upon information and belief, on October 28, 2012, President Obama signed an emergency disaster declaration for New Jersey.

13. Upon information and belief, Governor Christie ordered the evacuation of all New Jersey barrier islands by 4:00 p.m. on October 28, 2012.

14. Upon information and belief, on October 29, 2012, Sandy made landfall in New Jersey and resulted in severe weather conditions of an unprecedented magnitude, including enormous storm surges, devastating winds and widespread flooding throughout the State.

15. Upon information and belief, while moving ashore at Atlantic City, Sandy brought winds in excess of 80 miles per hour, and heavy rainfall that reached almost 12 inches.

16. Sandy resulted in severe wind and water damage, among other things, to the New Jersey shoreline, homes and businesses. Residents were forced to evacuate their homes which, in many instances, were completely destroyed.

17. Sandy produced winds that toppled trees and downed power lines throughout New Jersey, causing widespread power outages that affected at least 2.4 million households and countless businesses.

18. Upon information and belief, at least 34 New Jersey residents have died as a result of Sandy.

19. As a result of the power outages caused by Sandy, many New Jersey residents resorted to the use of generators that were powered by gasoline.

20. The widespread flooding and power outages forced the closure of motor fuel retailers in the State as well as prevented fuel deliveries to many of those retailers as well as retailers who otherwise could have been open for business. Such resulted in widespread and lingering shortages of motor fuel.

21. This situation left many New Jersey residents without an available source of motor fuel not only for transportation but also for other essential services, such as the operation of generators. Those New Jersey residents who were fortunate enough to find a retailer that was open and had fuel were forced to wait for several hours in lines that stretched for blocks.

22. On November 5, 2012, Governor Christie issued Executive Order No. 108 which declared that a limited state of energy emergency with regard to the supply of motor fuel exists in Bergen, Essex, Hudson, Hunterdon, Middlesex, Morris, Monmouth, Passaic, Somerset, Sussex, Union and Warren Counties and implemented an odd-even gas rationing system. This system remained in place until 6:00 a.m. on November 13, 2012.

23. Upon information and belief, deliveries of fuel to retailers in the State did not resume until several days following Sandy.

**B. Defendant's Business Generally**

24. At all relevant times, Defendant has been engaged in the advertisement, offering for sale and/or sale of motor fuel to consumers. At all relevant times, the motor fuel was

comprised of four (4) grades: (a) unleaded 87 octane (“Regular Gasoline”); (b) unleaded 89 octane (“Plus Gasoline”); (c) unleaded 93 octane (“V-Power Gasoline”); and (d) Diesel.

25. At all relevant times, Defendant received deliveries of motor fuel, specifically Regular Gasoline, Ultra Gasoline, V-Power Gasoline and Diesel from Lehigh Gas Wholesale, 1425 Mountain Drive North, Bethlehem, Pennsylvania 18015 (“Lehigh Gas”).

26. At all relevant times, Defendant paid Lehigh Gas a per-gallon rate for Regular Gasoline, Ultra Gasoline, V-Power Gasoline and Diesel.

27. At all relevant times, Defendant advertised, offered for sale and/or sold motor fuel to consumers at a per-gallon rate higher than the rate paid to Lehigh Gas.

28. At all relevant times, Defendant offered a 10¢ discount for motor fuel purchased with cash rather than a credit card.

**C. Defendant’s Sale of Motor Fuel  
Prior to the State of Emergency**

29. On October 24, 2012, Defendant received a shipment of Regular Gasoline, V-Power Gasoline and Diesel from Lehigh Gas. The price per gallon Defendant paid was \$3.469 for Regular Gasoline, \$3.759 for V-Power Gasoline and \$3.704 for Diesel.

30. On October 27, 2012, Defendant received a shipment of Regular Gasoline and Plus Gasoline from Lehigh Gas. The price per gallon Defendant paid was \$3.449 for Regular Gasoline and \$3.554 for Plus Gasoline. It is unclear as to whether the Defendant received the shipment prior to the State of Emergency.

31. On October 26, 2012, Defendant sold motor fuel at the following prices per gallon: (a) Regular Gasoline - \$3.699 (Cash) and \$3.799 (Credit); (b) Plus Gasoline - \$4.159

(Cash) and \$4.259 (Credit); (c) V-Power Gasoline - \$4.259 (Cash) and \$4.359 (Credit); and (d) Diesel - \$4.699 (Cash) and \$4.799 (Credit).

**D. Defendant's Sale of Motor  
Fuel after the State of Emergency**

32. At 8:06 a.m. on October 30, 2012, Defendant increased its motor fuel prices as follows: Regular Gasoline - \$3.759 (Cash) and \$3.859 (Credit).

33. At least as of 6:57 a.m. on November 2, 2012, Defendant increased its motor fuel prices as follows: (a) Regular Gasoline - \$3.999 (Cash) and \$4.099 (Credit); (b) Plus Gasoline - \$4.509 (Cash) and \$4.609 (Credit); and (c) V-Power Gasoline - \$4.609 (Cash) and \$4.709 (Credit).

34. At 10:55 a.m. on November 3, 2012, Defendant increased its motor fuel prices as follows: (a) Regular Gasoline - \$4.499 (Cash) and \$4.599 (Credit); (b) Plus Gasoline - \$4.899 (Cash) and \$4.909 (Credit); and (c) V-Power Gasoline - \$4.999 (Cash) and \$5.099 (Credit). These prices remained in effect at least as of 10:52 a.m. on November 6, 2012.

35. On October 29, 2012, Defendant received a shipment of Regular Gasoline and V-Power Gasoline from Lehigh Gas. The price per gallon Defendant paid was \$3.449 for Regular Gasoline and \$3.739 for Ultra Gasoline.

36. On November 2, 2012, Defendant received a shipment of Regular Gasoline, Plus Gasoline and V-Power Gasoline from Lehigh Gas. The price per gallon Defendant paid was \$3.479 for Regular Gasoline, \$3.579 for Plus Gasoline and \$3.769 for V-Power Gasoline.

**E. New Jersey Division of Consumer Affairs' Investigation of Defendant**

37. From November 3, 2012 to November 15, 2012, the New Jersey Division of Consumer Affairs ("Division") received twelve (12) calls from consumers who complained about the prices being charged by Defendant, particularly for Regular Gasoline.

38. On November 8, 2012, Defendant was served with an Administrative Subpoena Duces Tecum ("Subpoena") through which the Division requested, among other things: (a) all documents, including cash register records and credit card records, concerning the prices Defendant charged for motor fuel on or before October 26, 2012; (b) all documents, including cash register records and credit card records, concerning the prices Defendant charged for motor fuel from October 27, 2012 up to the date of response to the Subpoena; and (c) all documents, including billing records and invoices, concerning the delivery of motor fuel to Defendant between October 19, 2012 and October 26, 2012.

39. To date, Defendant has failed to produce the detailed cash and credit card records for transactions prior to and after the State of Emergency, as well as any documents concerning the delivery of Plus Gasoline to Defendant between October 19, 2012 and October 26, 2012.

**F. Defendant's Excessive Prices For Regular Gasoline**

40. Shown below is a chart of the relevant prices Defendant paid to Lehigh Gas for Regular Gasoline, and the prices at which it advertised, offered for sale and/or sold Regular Gasoline to consumers:

<b>Date</b>	<b>Price Paid To Supplier</b>	<b>Cash Price For Consumers</b>	<b>For</b>	<b>Credit Card Price For Consumers</b>
October 24, 2012	\$3.469			
October 26, 2012		\$3.699		\$3.799
October 27, 2012	<b>State Of</b>	<b>Emergency</b>		<b>Declared</b>
October 27, 2012	\$3.449	\$3.699		\$3.799



October 28, 2012		\$3.699	\$3.799
October 29, 2012	\$3.449	\$3.699	\$3.799
October 30, 2012		\$3.759	\$3.859
October 31, 2012		\$3.759	\$3.859
November 1, 2012		\$3.759	\$3.859
November 2, 2012	\$3.479	\$3.999	\$4.099
November 3, 2012		\$4.499	\$4.599
November 4, 2012		\$4.499	\$4.599
November 5, 2012		\$4.499	\$4.599
November 6, 2012		\$4.499	\$4.599

41. From October 26, 2012, immediately prior to the State of Emergency, to November 3, 2012, after the State of Emergency had been declared and Sandy made landfall in New Jersey, Defendant's price for Regular Gasoline increased as follows: (a) Cash - from \$3.699 per gallon to \$4.499 per gallon, which is an increase of 21.63%; and (b) Credit - from \$3.799 per gallon to \$4.599 per gallon, which is an increase of 21%.

42. Further, from October 26, 2012, immediately prior to the State of Emergency, to November 3, 2012, after the State of Emergency had been declared and Sandy made landfall in New Jersey, Defendant's markup for Regular Gasoline purchased with cash rose from 6.6% to 29.3%, which is an increase of 22.7%, and Defendant's markup for Regular Gasoline purchased with a credit card rose from 9.5% to 32.2%, which is an increase of 22.7%.

43. From November 3, 2012 to November 6, 2012, Defendant sold 3,358.051 gallons of Regular Gasoline at the cash price, and 2,730.808 gallons of Regular Gasoline at the credit price.

**G. Defendant's Excessive Prices For Plus Gasoline**

44. Shown below is a chart of the relevant prices Defendant paid to Lehigh Gas for Plus Gasoline, and the prices at which it advertised, offered for sale and/or sold Plus Gasoline to consumers:

Date	Price Paid To Supplier	Cash Price For Consumers	Credit Card Price For Consumers
October 26, 2012		\$4.159	\$4.259
October 27, 2012	<b>State Of</b>	<b>Emergency</b>	<b>Declared</b>
October 27, 2012	\$3.554	\$4.159	\$4.259
October 28, 2012		\$4.159	\$4.259
October 29, 2012		\$4.159	\$4.259
October 30, 2012		\$4.159	\$4.259
October 31, 2012		\$4.159	\$4.259
November 1, 2012		\$4.159	\$4.259
November 2, 2012	\$3.579	\$4.509	\$4.609
November 3, 2012		\$4.899	\$4.999
November 4, 2012		\$4.899	\$4.999
November 5, 2012		\$4.899	\$4.999
November 6, 2012		\$4.899	\$4.999

45. From October 26, 2012, immediately prior to the State of Emergency, to November 3, 2012, after the State of Emergency had been declared and Sandy made landfall in New Jersey, Defendant's price for Plus Gasoline increased as follows: (a) Cash - from \$4.159 per gallon to \$4.899 per gallon, which is an increase of 17.79%; and (b) Credit - from \$4.259 per gallon to \$4.999 per gallon, which is an increase of 17.37%.

46. Although requested, Defendant failed to produce to the Division documents concerning the cost of Plus Gasoline prior to the State of Emergency. Defendant's cost for Regular Gasoline and V-Power Gasoline prior to the State of Emergency was 1¢ per gallon less than the cost for Regular Gasoline and V-Power Gasoline at the time of the November 2, 2012 shipment. Based upon this analysis, Defendant's cost for Plus Gasoline prior to the State of Emergency was 1¢ per gallon less than the cost at the time of the November 2, 2012 shipment. Accordingly, upon information and belief, Defendant paid \$3.469 per gallon for Plus Gasoline prior to the State of Emergency.

47. Thus, from October 26, 2012, immediately prior to the State of Emergency, to November 3, 2012, after the State of Emergency had been declared and Sandy made landfall in New Jersey, Defendant's markup for Plus Gasoline purchased with cash rose from approximately 19.9% to 36.9%, which is an increase of 17%, and Defendant's markup for Plus Gasoline purchased with a credit card rose from approximately 22.8% to 39.7%, which is an increase of 16.9%.

48. From November 3, 2012 to November 6, 2012, Defendant sold 453.977 gallons of Plus Gasoline at the cash price, and 468.016 gallons of Plus Gasoline at the credit price.

**H. Defendant's Excessive Prices For V-Power Gasoline**

49. Shown below is a chart of the relevant prices Defendant paid to Lehigh Gas for V-Power Gasoline, and the prices at which it advertised, offered for sale and/or sold V-Power Gasoline to consumers:

Date	Price Paid To Supplier	Cash Price For Consumers	Credit Card Price For Consumers
October 24, 2012	\$3.759		
October 26, 2012		\$4.259	\$4.359
October 27, 2012	<b>State Of</b>	<b>Emergency</b>	<b>Declared</b>
October 28, 2012		\$4.259	\$4.359
October 29, 2012	\$3.739	\$4.259	\$4.359
October 30, 2012		\$4.259	\$4.359
October 31, 2012		\$4.259	\$4.359
November 1, 2012		\$4.259	\$4.359
November 2, 2012	\$3.769	\$4.609	\$4.709
November 3, 2012		\$4.999	\$5.099
November 4, 2012		\$4.999	\$5.099
November 5, 2012		\$4.999	\$5.099
November 6, 2012		\$4.999	\$5.099

50. From October 26, 2012, immediately prior to the State of Emergency, to November 3, 2012, after the State of Emergency had been declared and Sandy made landfall in

New Jersey, Defendant's price for V-Power Gasoline increased as follows: (a) Cash - from \$4.259 per gallon to \$4.999 per gallon, which is an increase of 17.37%; and (b) Credit - from \$4.359 per gallon to \$5.099 per gallon, which is an increase of 16.97%.

51. Further, from October 26, 2012, immediately prior to the State of Emergency, to November 3, 2012, after the State of Emergency had been declared and Sandy made landfall in New Jersey, Defendant's markup for V-Power Gasoline purchased with cash rose from 13.3% to 32.6%, which is an increase of 19.3%, and Defendant's markup for V-Power Gasoline purchased with a credit card rose from 16% to 35.3%, which is an increase of 19.3%.

52. From November 3, 2012 to November 6, 2012, Defendant sold 981.674 gallons of V-Power Gasoline at the cash price, and 1,144.308 gallons of V-Power Gasoline at the credit price.

### **COUNT I**

#### **VIOLATION OF THE CFA (N.J.S.A. 56:8-109) BY DEFENDANT (EXCESSIVE PRICES DURING EMERGENCIES)**

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

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

55. At all relevant times, Defendant has been engaged in the advertisement, offering for sale and/or sale of merchandise within the meaning of N.J.S.A. 56:8-1(c), specifically motor fuel.

56. The CFA states:

It shall be an unlawful practice for any person to sell or offer to sell during a state of emergency or within 30 days of the termination of a state of emergency, in the area for which the state of emergency has been declared, any merchandise which is consumed or used as a direct result of an emergency or which is consumed or used to preserve, protect, or sustain the life, health, safety or comfort of person or their property for a price that constitutes an excessive price increase.

[N.J.S.A. 56:8-109.]

57. At all relevant times, Defendant has been engaged in the advertisement, offering for sale and/or sale of merchandise consumed or used as a direct result of an emergency and/or which is consumed or used to preserve, protect, or sustain the life, health, safety or comfort of person or their property within the meaning of N.J.S.A. 56:8-109, specifically motor fuel.

58. An "excessive price increase" means:

A price that is excessive as compared to the price at which the consumer good or service was sold or offered for sale by the seller in the usual course of business immediately prior to the state of emergency. A price shall be deemed excessive if:

(1) The price exceeds by more than 10 percent the price at which the good or service was sold or offered for sale by the seller in the usual course of business immediately prior to the state of emergency, unless the price charged by the seller is attributable to additional costs imposed by the seller's supplier or other costs of providing the good or service during the state of emergency.

(2) In situations where the increase in price is attributable to additional costs imposed by the seller's supplier or additional costs of providing the good or services during the state of emergency, the price presents an increase of more than 10 percent in the amount of markup from cost, compared to the markup customarily applied by the seller in the usual course of business immediately prior to the state of emergency.

[N.J.S.A. 56:8-108.]

59. From November 3, 2012 to November 6, 2012, after Sandy made landfall in New Jersey and within thirty (30) days after the State of Emergency had been declared, Defendant sold Regular Gasoline, Plus Gasoline and V-Power Gasoline at prices more than 10 percent higher than on October 26, 2012, immediately prior to the State of Emergency, which constitutes an excessive price increase.

60. Accounting for Defendant's costs, from November 3, 2012 to November 6, 2012, after Sandy made landfall in New Jersey and within thirty (30) days after the State of Emergency had been declared, Defendant's markup for Regular Gasoline, Plus Gasoline and V-Power Gasoline was more than 10 percent higher than Defendant's markup for those fuels on October 26, 2012, immediately prior to the State of Emergency, which constitutes an excessive price increase.

61. By offering for sale and/or selling motor fuel, specifically Regular Gasoline, Plus Gasoline and V-Power Gasoline from November 3, 2012 to November 6, 2012 at prices constituting an excessive price increase compared to Defendant's prices on October 26, 2012, immediately prior to the State of Emergency, Defendant has engaged in unlawful practices in violation of the CFA, specifically N.J.S.A. 56:8-109.

62. Each instance of Defendant offering for sale and/or selling motor fuel at a price constituting an excessive price increase constitutes a separate violation of the CFA, N.J.S.A. 56:8-109.

**COUNT II**

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

63. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 62 as if more fully set forth herein.

64. The CFA 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 or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby...

[N.J.S.A. 56:8-2.]

65. In the operation of its business, Defendant has engaged in the use of unconscionable commercial practices.

66. Defendant's conduct in violation of the CFA includes, but is not limited to, the following: Advertising, offering for sale and/or selling motor fuel, specifically Regular Gasoline, Plus Gasoline and V-Power Gasoline from November 3, 2012 to November 6, 2012 at prices constituting an excessive price increase compared to Defendant's prices on October 26, 2012, immediately prior to the State of Emergency.

67. Each unconscionable commercial practice by Defendant constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.

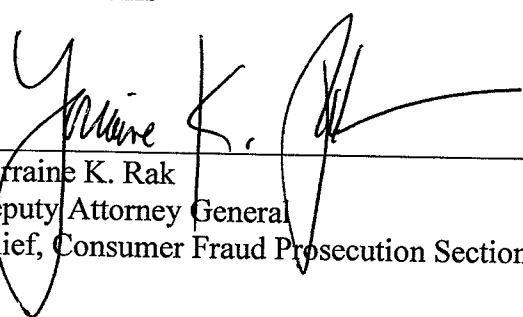
**PRAYER FOR RELIEF**

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

- (a) Finding that the acts of Defendant constitute multiple violations of the CFA;
- (b) Permanently enjoining Defendant, along with its agents, employees, representatives, independent contractors, corporations, subsidiaries, affiliates, successors, assigns 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 including, but not limited to, the acts and practices alleged in this Complaint;
- (c) Directing Defendant 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 practice alleged herein to be unlawful and found to be unlawful, as authorized by the CFA, N.J.S.A. 56:8-8;
- (d) Directing Defendant to pay the maximum statutory civil penalties for each violation of the CFA, in accordance with N.J.S.A. 56:8-13;
- (e) Directing Defendant to pay costs and fees, including attorneys' fees, for the use of the State, 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.

JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: \_\_\_\_\_

  
Lorraine K. Rak  
Deputy Attorney General  
Chief, Consumer Fraud Prosecution Section

Dated: November 20, 2012  
Newark, New Jersey

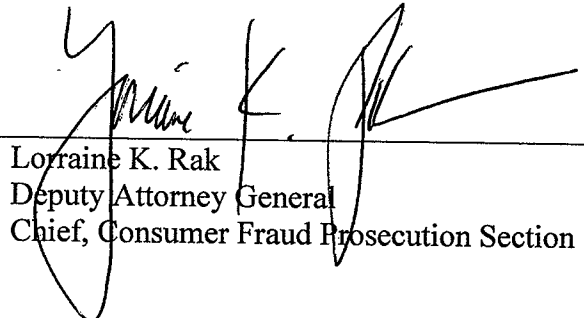


**RULE 4:5-1 CERTIFICATION**

I certify, to the best of my information and belief, that the matter in controversy in this action involving the aforementioned violations of the CFA, is not the subject of any other action pending in any other court of this State. I further certify, to the best of my information and belief, 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.

JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: \_\_\_\_\_

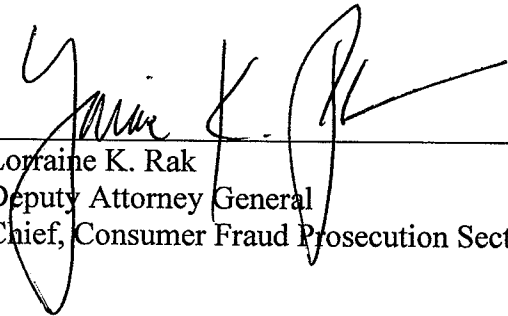
  
Lorraine K. Rak  
Deputy Attorney General  
Chief, Consumer Fraud Prosecution Section

Dated: November 20, 2012  
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).

JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

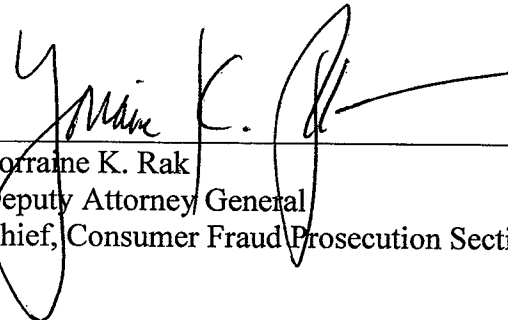
By:   
Lorraine K. Rak  
Deputy Attorney General  
Chief, Consumer Fraud Prosecution Section

Dated: November 20, 2012  
Newark, New Jersey

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, Deputy Attorney General Lorraine K. Rak is hereby designated as trial counsel for the Plaintiffs in this action.

JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By:   
Lorraine K. Rak  
Deputy Attorney General  
Chief, Consumer Fraud Prosecution Section

Dated: November 20, 2012  
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