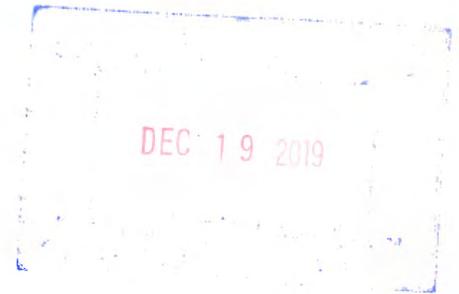


GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
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Attorney for Plaintiffs



By: Isabella R. Pitt (071002013)
Deputy Attorney General
Consumer Fraud Prosecution Section
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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION,
ESSEX COUNTY
DOCKET NO. _____

GURBIR S. GREWAL, Attorney
General of the State of New
Jersey, and PAUL R. RODRÍGUEZ,
Acting Director of the New Jersey
Division of Consumer Affairs,

Plaintiffs,

v.

22MODS4ALL INC., JANE and JOHN
DOES 1-20, individually and as
owners, officers, directors,
shareholders, founders, members,
managers, agents, servants,
employees, representatives and/or
independent contractors of
22MODS4ALL INC. and XYZ
CORPORATIONS 1-20,

Defendants.

Civil Action

VERIFIED COMPLAINT

Plaintiffs Gurbir S. Grewal, Attorney General of the State of
New Jersey ("Attorney General"), with offices located at 124 Halsey
Street, Fifth Floor, Newark, New Jersey 07102, and Paul R.

Rodríguez, Acting Director of the New Jersey Division of Consumer Affairs ("Director"), with offices located at 124 Halsey Street, Seventh Floor, Newark, New Jersey 07102, (collectively, "Plaintiffs"), by way of this Verified Complaint state:

PRELIMINARY STATEMENT

1. On August 3, 2019, a gunman walked into an El Paso, Texas Walmart with an AK-47-style assault rifle and extra magazines capable of holding at least 30 rounds of ammunition each. The killer reportedly stalked his victims through the store's aisles and ultimately killed 22, injuring 24 more. The next day, a shooter equipped with an AR-15 style rifle, a 100-round drum magazine, and 250 rounds of ammunition, fired into a crowd waiting outside a bar in Dayton, Ohio. Within 32 seconds, the gunman killed nine people and shot 17 more. On February 14, 2018, a 19-year-old walked into the Marjory Stoneman Douglas High School in Parkland, Florida, armed with an AR-15 assault rifle and over 300 rounds of ammunition, and opened fire – killing 17 students and staff and wounding 17 others. In 2011, a gunman in Tucson, Arizona, killed six people and wounded 13 others, including Representative Gabby Giffords, using a handgun with a 33-round magazine – an attack that ended only when that shooter paused to reload and a bystander tackled him. These are just some of the tragic mass shootings this nation has suffered in recent years.

2. To prevent gun violence, and to mitigate the risk of mass shootings, the State of New Jersey ("New Jersey") has long banned possession of large capacity ammunition magazines ("LCMs") – firearm magazines capable of holding more than the standard number of rounds provided by the manufacturer. LCMs allow the owner to fire an unusually high number of bullets at a time, without pausing to reload. So the violence that involves LCMs can result in more shots fired, persons wounded, and wounds per victim than other gun attacks.

3. In light of the dangers LCMs pose, from May 30, 1990 to June 12, 2018, New Jersey banned LCMs holding more than fifteen rounds of ammunition. On June 13, 2018, Governor Phil Murphy signed into law a bill that prohibited, with limited exceptions, LCMs with a capacity of more than ten rounds of ammunition. The law states that any person who knowingly possesses an LCM is guilty of a fourth-degree crime, punishable by fines of up to \$10,000, and by a term of imprisonment of up to eighteen months.

4. In violation of New Jersey's longstanding limitations on magazine capacity, defendant 22Mods4All, Inc. ("Defendant" or "22Mods4All") engaged in the online advertisement, offer for sale, and/or sale of LCMs to New Jersey buyers on multiple occasions, without informing buyers that its products are illegal in New Jersey. Among other things, Defendant sold nine 30-round magazines to New Jersey undercover detectives from the New Jersey Division

of Criminal Justice ("DCJ"). Although the evidence suggests that Defendant stopped its sales of LCMS to New Jersey after receiving a cease and desist letter from the Attorney General, Defendant's previous advertising, offering for sale, and/or selling LCMS to New Jersey buyers nevertheless violates the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -210 ("CFA").

5. Unfortunately, Defendant's past history of advertising, offering for sale, and/or selling LCMS to New Jersey buyers was not its only impermissible conduct. To determine the scope of 22Mods4All's CFA violations, Plaintiffs issued a subpoena seeking, among other things, documents relating to 22Mods4All's sales of LCMS to any New Jersey shipping address ("Subpoena"). Defendant, despite repeated attempts at contact, has ignored the Subpoena for months. As a result, the CFA authorizes the Attorney General and the Director to obtain a judgment from the Superior Court directing compliance with the Subpoena.

6. New Jersey is therefore seeking two forms of relief in this Verified Complaint. First, because Defendant has failed to comply with the Subpoena, which was expressly authorized under the CFA, New Jersey is seeking through a summary proceeding a judgment requiring, among other things, complete compliance with the Subpoena. This relief will reveal the full extent of 22Mods4All's unconscionable practices, including any other illegal sales of LCMS into New Jersey. Second, New Jersey is also monetary relief,

including civil penalties, and other relief against 22Mods4All for its past sales of LCMs into New Jersey in violation of the CFA.

JURISDICTION AND PARTIES

7. The Attorney General is charged with the responsibility of enforcing the CFA and all regulations promulgated thereunder. The Director is charged with the responsibility of administering the CFA on behalf of the Attorney General.

8. Plaintiffs bring this action for relief pursuant to their authority under the CFA, specifically N.J.S.A. 56:8-8, 56:8-11, 56:8-13, and 56:8-19. Plaintiffs also bring this action to enforce the Subpoena pursuant to their authority under the CFA, specifically N.J.S.A. 56:8-4 and 56:8-6, and the New Jersey Rules Governing Civil Practice, specifically R. 1:9-6(b) and R. 4:67-1.

9. Venue is proper in Essex County under R. 4:3-2 because it is the county in which at least one of the parties resides and/or in which the cause of action arose.

10. 22Mods4All is a Florida Profit Corporation established on January 26, 2012. At all relevant times, Defendant has maintained a principal business and premise address of 235 W Marvin Avenue, Longwood, Florida 32750.

11. Defendant's registered agent, Scott W. Rollf, maintains a mailing address of 235 W Marvin Avenue, Longwood, Florida 32750.

12. John and Jane Does 1 through 20 are fictitious individuals representing the owners, officers, directors,

shareholders, founders, members, managers, agents, servants, employees, representatives, and/or independent contractors of 22Mods4All involved in the conduct giving rise to this Verified Complaint, but who are currently unknown to the Plaintiffs. Plaintiffs will amend the Verified Complaint to include these defendants when identified.

13. XYZ Corporations 1 through 20 are fictitious corporations representing any corporations involved in the conduct giving rise to this Verified Complaint, but that are currently unknown to the Plaintiffs. Plaintiffs will amend the Verified Complaint to include these defendants when identified.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

14. Defendant advertised, offered for sale, and/or sold LCMS to residents of New Jersey and elsewhere through the website, located at www.22Mods4All.com ("Defendant's Website").

A. New Jersey's Firearm Safety Laws:

15. N.J.S.A. 2C:39-1 to -20 regulates the possession, sale, manufacture, and transport of firearms in New Jersey.

16. Effective June 13, 2018, New Jersey amended its firearms laws to reduce the maximum capacity of ammunition magazines from fifteen to ten rounds. N.J.S.A. 2C:39-1(y); N.J.S.A. 2C:39-3(j).

The law specifically provides, in pertinent part:

Any person who knowingly has in his possession a large capacity ammunition magazine is guilty

of a crime of the fourth degree unless the person has registered:

(1) an assault firearm pursuant to section 11 of [N.J.S.A. 2C:58-12] and the magazine is maintained and used in connection with participation in competitive shooting matches sanctioned by the Director of Civilian Marksmanship of the United States Department of the Army; or (2) a firearm with a fixed magazine capacity or detachable magazine capable of holding up to 15 rounds pursuant to section 7 of [N.J.S.A. 2C:39-20].

[N.J.S.A. 2C:39-3(j).]

17. As used in N.J.S.A. 2C:39-3(j), a "large capacity ammunition magazine" means:

[A] box, drum, tube or other container which is capable of holding more than 10 rounds of ammunition to be fed continuously and directly therefrom into a semi-automatic firearm. The term shall not include an attached tubular device which is capable of holding only .22 caliber rimfire ammunition.

[N.J.S.A. 2C:39-1(y).]

18. Under New Jersey law, the knowing possession of an LCM is a fourth-degree crime, punishable by fines of up to \$10,000 and by a term of imprisonment of up to eighteen months. N.J.S.A. 2C:39-3(j); N.J.S.A. 2C:43-3(b)(2); N.J.S.A. 2C:43-6(4).

B. The First Undercover Purchase of LCMs from Defendant:

19. On August 2, 2018, acting in an undercover capacity, a detective from DCJ purchased LCMs from Defendant through Defendant's Website.

20. The undercover purchase consisted of six "C Products Defense 30 Round Magazines .223 / 5.56," which were priced at \$11.99 each. The cost of the order, with shipping, was \$90.89, which was charged to an undercover credit card. The ordered items were to be shipped to an undercover New Jersey address.

21. Defendant's Website depicts the products purchased as follows:



22. Shortly after the order was placed, Defendant sent an e-mail to an undercover email address confirming the order and stating, "we're getting it ready."

23. On August 12, 2018, the DCJ detective arranged for the pick-up of the LCMS shipped from Defendant and, thereafter, took possession of that package.

24. The shipping label stated that the package was sent from "22Mods4All" at "235 W Marvin Avenue, Longwood, Fl 32750-5473." The package was comprised of six "C Products Defense 30 Round

Magazines .223 / 5.56." The DCJ detective photographed the contents of the package as follows:



25. The individual "C Products Defense 30 Round Magazine .223 / 5.56" appeared as follows:



26. The DCJ secured the contents of the package and entered them into evidence.

C. The Second Undercover Purchase of LCMs from Defendant:

27. On November 26, 2018, again acting in an undercover capacity, a DCJ detective purchased additional LCMs from Defendant through Defendant's Website.

28. The undercover purchase consisted of three "C Products Defense 30 Round Magazines .223 / 5.56," which were priced at \$11.99 each. The cost of the order, with shipping, was \$48.92, which was charged to an undercover credit card. The ordered items were to be shipped to an undercover New Jersey address.

29. On or about November 27, 2018, a representative from 22Mods4All called the undercover cell phone of the DCJ detective who made the November 26, 2018 purchase. The 22Mods4All representative stated that he was calling to confirm that the shipping address on the order was correct. The DCJ detective confirmed the New Jersey address and the 22Mods4All representative told him the order would be shipped as soon as possible.

30. On December 7, 2018, the DCJ detective arranged for the pick-up of the LCMs shipped from Defendant and, thereafter, took possession of the package.

31. The shipping label stated that the package was sent from "22Mods4All" at "235 W Marvin Avenue, Longwood, Florida 32750-5473." The package was comprised of three "C Products Defense 30

Round Magazines .223 / 5.56.” The DCJ detective photographed the contents of the package, which were then secured and entered into evidence. The DCJ detective photographed the contents of the package as follows:



D. Attorney General’s Cease and Desist Letter:

32. On January 7, 2019, the Attorney General issued a cease and desist letter to Defendant (“Cease and Desist Letter”), demanding that it stop advertising, selling, and/or shipping LCMS to New Jersey.

33. The Attorney General explained that LCMS are defined by New Jersey law as “a box, drum, tube or other container which is capable of holding more than 10 rounds of ammunition to be fed continuously and directly therefrom into a semi-automatic firearm.” The Attorney General stated that “any person who

manufactures, causes to be manufactured, transports, ships, sells or disposes of an [LCM] which is intended to be used for any purpose other than for authorized military or law enforcement purposes . . . is guilty of a crime of the fourth degree."

34. The Attorney General informed Defendant that, in 2018, DCJ ordered LCMs from the company that were shipped to an address in New Jersey. The Attorney General notified Defendant that its sales of LCMs into New Jersey violate New Jersey law.

35. The Attorney General also demanded Defendant provide the details of all past sales of ammunition magazines capable of holding fifteen rounds or more to any New Jersey address since January 1, 2014, including the name and address of the purchaser and the specific ammunition magazine purchased.

36. Finally, the Attorney General warned Defendant "[s]hould you fail to comply with this demand and fail to provide a list of LCMs your company shipped to New Jersey addresses within 15 days, my Office will initiate legal action."

37. Available evidence suggests that Defendant complied with part, but not all, of the Cease and Desist Letter. DCJ and the New Jersey Division of Consumer Affairs' ("Division") subsequent attempts to purchase LCMs were unsuccessful. Defendant, however, did not produce any of the documents or information demanded in response to the Cease and Desist Letter.

E. The Division's Efforts to Obtain Documents from 22Mods4All:

38. On June 13, 2019, the Division's counsel contacted 22Mods4All and spoke with the company's Vice President, Laura Wedgle, concerning records demanded in the Cease and Desist Letter. During the call, Wedgle represented that 22Mods4All did not have access to its sales records because the company's e-commerce platform provider, Shopify, Inc. ("Shopify"), terminated services to Defendant.

39. Later that day, the Division sent a letter to Wedgle for Defendant to sign, acknowledging that 22Mods4All did not have any of the requested records in its actual possession and that 22Mods4All would assist the Division in obtaining the records from Shopify ("Acknowledgment Letter"). The Division's counsel asked Wedgle to return the executed Acknowledgment Letter by June 14, 2019. Wedgle did not do so.

40. Subsequently, multiple calls over the course of multiple days to Defendant went unanswered and unreturned.

41. By July 25, 2019, the Defendant had neither produced any documents or information in response to the Cease and Desist Letter nor returned an executed Acknowledgment Letter.

F. The Division's Subpoena:

42. On July 26, 2019, the Division issued the Subpoena to 22Mods4All by email and by certified and regular mail. The certified mail copy was delivered on August 6, 2019. Among other

things, the Subpoena requested documents related to 22Mods4All's offer for sale and sale of merchandise, including LCMS, from Defendant or Defendant's Website to any New Jersey shipping address. The Subpoena also requested documents concerning 22Mods4All's advertisement of LCMS to New Jersey residents; Defendant's policies for selling and shipping merchandise to New Jersey; documents concerning the termination of any services provided to 22Mods4All by any E-commerce platform, including Shopify; and documents concerning Defendant's policy governing retention of sales records.

43. The Subpoena had an original return date of August 12, 2019.

44. By August 12, 2019, the Defendant had not produced any documents or information in response to the Subpoena.

45. On August 29, 2019, the Division issued a deficiency letter ("Deficiency Letter") based on Defendant's failure to comply with the Subpoena. The Deficiency Letter warned that upon 22Mods4All's continued noncompliance, the Division would seek the court's assistance to enforce the Subpoena.

46. The Deficiency Letter demanded 22Mods4All's response by September 9, 2019.

47. By September 9, 2019, Defendant had not produced any documents or information in response to either the Subpoena or Deficiency Letter.

48. To date, 22Mods4All has failed to provide the documents requested in the Subpoena, or to otherwise respond to the Subpoena.

COUNT I

VIOLATION OF THE CFA BY DEFENDANT
(UNCONSCIONABLE COMMERCIAL PRACTICES AND ACTS OF DECEPTION)

49. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 48 as if more fully set forth herein.

50. 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

51. The CFA defines "sale" as including "any sale, rental or distribution, offer for sale, rental or distribution or attempt directly or indirectly to sell, rent or distribute" N.J.S.A. 56:8-1(e).

52. The CFA defines "merchandise" as "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).

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

54. New Jersey law makes it a fourth-degree crime, punishable by fines of up to \$10,000 and imprisonment of up to eighteen months, to knowingly possess an LCM. N.J.S.A. 2C:39-3(j); N.J.S.A. 2C:43-3(b)(2); N.J.S.A. 2C:43-6(4).

55. By selling LCMS to New Jersey residents, Defendant has engaged in unconscionable commercial practices and acts of deception.

56. Defendant's unconscionable commercial practices and acts of deception include, but are not limited to: selling and delivering a total of nine "C Products Defense 30 Round Magazines .223 / 5.56" to a New Jersey addressee, when the possession of such items in New Jersey is a criminal offense.

57. Each unconscionable commercial practice and act of deception constitutes a separate violation under the CFA, N.J.S.A. 56:8-2.

COUNT II

VIOLATION OF THE CFA BY DEFENDANT (FAILURE TO COMPLY WITH SUBPOENA)

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

59. The CFA provides the Attorney General with broad investigatory authority. Among other things, the CFA provides that:

When it shall appear to the Attorney General that a person has engaged in, is engaging in,

or is about to engage in any practice declared to be unlawful by this act, or when he believes it to be in the public interest that an investigation should be made to ascertain whether a person in fact has engaged in, is engaging in or is about to engage in, any such practice, he may . . .

(c) Examine any merchandise or sample thereof, record, book, document, account or paper as he may deem necessary

[N.J.S.A. 56:8-3.]

60. In this regard, the CFA authorizes the Attorney General to issue subpoenas to any person, as follows:

To accomplish the objectives and to carry out the duties prescribed by this act, the Attorney General . . . may issue subpoenas to any person, administer an oath or affirmation to any person, conduct hearings in aid of any investigation or inquiry . . . as may be necessary, which shall have the force of law.

[N.J.S.A. 56:8-4.]

61. The CFA addresses the failure or refusal of a person to obey a subpoena issued by the Attorney General and provides, in pertinent part:

If any person shall fail or refuse to file any statement or report, or obey any subpoena issued by the Attorney General, the Attorney General may apply to the Superior Court and obtain an order:

- (a) Adjudging such person in contempt of court;
- (b) Granting injunctive relief without notice restraining the sale or advertisement of any merchandise by such persons;

- (c) Vacating, annulling, or suspending the corporate charter of a corporation created by or under the laws of this State or revoking or suspending the certificate of authority to do business in this State of a foreign corporation or revoking or suspending any other licenses, permits or certificates issued pursuant to law to such person which are used to further the allegedly unlawful practice; and
- (d) Granting such other relief as may be required; until the person files the statement or report, or obeys the subpoena.

[N.J.S.A. 56:8-6.]

62. Defendant is a "person" within the meaning of the CFA, N.J.S.A. 56:8-1.

63. The Subpoena was issued pursuant to the Attorney General's authority under the CFA, N.J.S.A. 56:8-3 and 56:8-4.

64. Defendant has violated the CFA by failing to produce the documents requested in the Subpoena, or to otherwise respond.

PRAYER FOR RELIEF

WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that as to Count I, the Court enter judgment:

- (a) Finding that the acts and omissions of Defendant constitute multiple instances of unlawful practices in violation of the CFA, N.J.S.A. 56:8-1 to -210;
- (b) Permanently enjoining Defendant and any owners, officers, directors, shareholders, founders, members, managers, agents, servants, employees, representatives, independent contractors and all other persons or entities directly under its control, from engaging in or continuing to engage

in any acts in violation of the CFA, N.J.S.A. 56:8-1 to -210;

- (c) Permanently enjoining Defendant and any owners, officers, directors, shareholders, founders, members, managers, agents, servants, employees, representatives, independent contractors and all other persons or entities directly under its control, from advertising, offering for sale, and/or selling LCMS to consumers in New Jersey, whether through Defendant's Website or otherwise;
- (d) Ordering Defendant to block the shipping of any LCMS to any New Jersey address;
- (e) Ordering Defendant to disgorge all funds and property (real and personal) acquired and/or retained as a result of any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 to -210, including, but not limited to, the acts and practices alleged in this Verified Complaint;
- (f) Directing Defendant 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;
- (g) Directing Defendant to pay costs and fees, including attorneys' fees, for the use of the State of New Jersey, authorized by the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19; and
- (h) Directing such other relief as the interest of justice may require.

WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that as to Count II, the Court enter judgement:

- (a) Directing that Count II be heard in a summary manner pursuant to the provisions of N.J.S.A. 56:8-6 and R. 4:67;
- (b) Adjudging Defendant in contempt of Court for failing or refusing to obey the Subpoena;

- (c) Directing Defendant to respond fully to the Subpoena within seven (7) days;
- (d) Enjoining the destruction of any documents specifically requested in the Subpoena;
- (e) Directing Defendant to assist the Division in obtaining any records requested in the Subpoena that are not in Defendant's possession, from any third party who has such records within their possession, within seven (7) days;
- (f) Preventing any third party receiving a copy of the Order from destroying, concealing, altering, transferring, disposing, or removing in any manner, directly or indirectly, any books or records, information stored in computer-maintained form (such as electronic mail) and any other "document," as that term is defined in R. 4:18-1(a), in its possession, subject to its control or available to it, that directly or indirectly relate to the Defendant's advertisement, offering for sale, and/or sale of LCMs to New Jersey consumers including, but not limited to, web content, advertisements, and sales records;
- (g) Ordering any third party receiving a copy of the Order to comply with the Subpoena as it concerns materials belonging to Defendant, with regard to any books or records, information stored in computer-maintained form (such as electronic mail) and any other "document," as that term is defined in R. 4:18-1(a), in its possession, subject to its control or available to it, that directly or indirectly relate to the Defendant's advertisement, offering for sale, and/or sale of LCMs to New Jersey consumers including, but not limited to, web content, advertisements, and sales records;
- (h) Directing the assessment of costs and fees, including attorneys' fees, against the Defendant for the use of the State of New Jersey, as authorized by 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.

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: Isabella Pitt
Isabella R. Pitt
Deputy Attorney General

Dated: December 19, 2019
Newark, New Jersey

RULE 4:5-1 CERTIFICATION

I certify to the best of my information and belief, 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 to -210, 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.

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: Isabella Pitt
Isabella R. Pitt
Deputy Attorney General

Dated: December 19, 2019
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 R. 1:38-7(b).

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: Isabella Pitt
Isabella R. Pitt
Deputy Attorney General

Dated: December 19, 2019
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Isabella R. Pitt, Deputy Attorney General, is hereby designated as trial counsel on behalf of the Plaintiffs.

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: Isabella Pitt
Isabella R. Pitt
Deputy Attorney General

Dated: December 19, 2019
Newark, New Jersey

VERIFICATION

I, Aziza Salikhova, of full age, hereby certifies as follows:

1. I am an Investigator with the New Jersey Division of Consumer Affairs ("Division"), Office of Consumer Protection.

2. I have read the foregoing Verified Complaint and on my own personal knowledge and review of documents in possession of the Division, I know that the facts set forth herein are true and they are incorporated in this certification by reference.

3. I certify that the above statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



AZIZA SALIKHOVA

Dated: December 19, 2019
Newark, New Jersey