

GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY  
Division of Law  
124 Halsey Street – 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for New Jersey Division of Consumer Affairs

**FILED**

April 29 2021

Division of Consumer Affairs

By: Monisha A. Kumar  
Deputy Attorney General  
(973) 648-3070

STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CONSUMER AFFAIRS

In the Matter of

FLOWER TECH CENTER, INC. d/b/a  
AVAS FLOWERS,

Respondent.

Administrative Action

**CONSENT ORDER**

**WHEREAS** this matter was opened by the New Jersey Division of Consumer Affairs, Office of Consumer Protection (“Division”), as an investigation in order to ascertain whether violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -210 (“CFA”), and/or the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 to -9.8 (“Advertising Regulations”), have been or are being committed by Flower Tech Center, Inc. d/b/a Avas Flowers, a New Jersey Corporation with a main business address of 300 Corporate Drive, Mahwah, New Jersey 07340 (collectively, “Avas Flowers” or “Respondent”) (hereinafter “Investigation”);

**WHEREAS** Avas Flowers is an internet-based florist that accepts online and telephone orders directly from Consumers for nationwide delivery;

**WHEREAS** the Division alleges that Avas Flowers, through its Advertisement, offering for Sale and/or Sale of Merchandise, Misrepresented the geographic location of Avas Flowers in

violation of the Assurance of Voluntary Compliance entered on June 15, 2015 (hereinafter “AVC”);

**WHEREAS** the Division alleges that Avas Flowers, in the events where it was necessary to substitute Non-Conforming Merchandise for Merchandise ordered, failed to notify Consumers of substitutions and provide Consumers with the option of cancelling the order for a full refund in violation of the AVC;

**WHEREAS** the Division alleges that Avas Flowers, in the event of non-delivery or late delivery of Merchandise, failed to offer Consumers either a re-delivery attempt, Merchandise credit, or a full refund, at the Consumer’s option in violation of the AVC;

**WHEREAS** Respondent denies having committed any violation of law, including, but not limited to the CFA and the Advertising Regulations;

**WHEREAS** the Division and Respondent (collectively, “Parties”) have reached an amicable agreement resolving the issues in controversy and concluding the Investigation without the need for further action; and Respondent has voluntarily cooperated with the Investigation and consented to the entry of the within order (“Consent Order”) and for good cause shown;

**IT IS ORDERED AND AGREED** as follows:

**1. EFFECTIVE DATE**

1.1 This Consent Order shall be effective on the date that it is filed with the Division (“Effective Date”).

**2. DEFINITIONS**

As used in this Consent Order, the following capitalized words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Order:

2.1 “Advertisement” shall be defined in accordance with N.J.S.A. 56:8-1(a), for purposes of the CFA. For purposes of the Advertising Regulations, “Advertisement” shall be defined in accordance with N.J.A.C. 13:45A-9.1. For purposes of the Consent Order, Avas Flowers Website shall constitute an “Advertisement.”

2.2 “Additional Consumer” shall refer to any Consumer who submits to the Division directly or through CALA or another agency, after the Effective Date, a written complaint concerning Respondent’s business practices.

2.3 “ADR Unit” shall refer to the Alternative Dispute Resolution Unit of the Division.

2.4 “Affected Consumer” shall refer to any Consumer who has submitted to the Division directly or indirectly a written complaint concerning Respondent’s business practices prior to the Effective Date, including those identified by the Division after the Effective Date.

2.5 “Affiliate(s)” shall refer to local florists utilized by Respondent for the delivery of Merchandise.

2.6 “Attorney General” shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

2.7 “Avas Flowers Website” shall refer to the website located at [www.avasflowers.net](http://www.avasflowers.net), as well as any website maintained by or on behalf of Respondent.

2.8 “CALA” shall refer to Consumer Affairs Local Assistance offices located within counties and/or municipalities in the State.

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

2.10 “Clear and Conspicuous” and “Clearly and Conspicuously” shall mean a statement that, regardless of the medium in which it is made, is presented in such type, size, color, contrast, duration, location and audibility, compared to the other information with which it is presented, that

it is readily apparent and understandable and in language and terms used in accordance with their common or ordinary usage and meaning. If such statement materially modifies, explains or clarifies other information with which it is presented, it must be presented in proximity to the information it materially modifies, explains or clarifies and in a manner that is readily apparent and understandable.

2.11 “Defective Merchandise” shall refer to Merchandise that is damaged at or about the time of delivery or otherwise indicated to be damaged or unfit for its intended use at the time of delivery.

2.12 “Including” and “Include” shall be construed as broadly as possible and shall mean “without limitation.”

2.13 “Merchandise” shall be defined in accordance with N.J.S.A. 56:8-1(c) and includes flowers, plants, and gift baskets.

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

2.15 “Non-Conforming Merchandise” shall refer to Merchandise that materially differs in quality and characteristics (e.g., color, overall style, and value) from the Merchandise that a Consumer ordered or purchased or Merchandise that materially differs in quality and characteristics (e.g., color, overall style, and value) from Representations made by Respondents to Consumers at the time of Sale.

2.16 “Partial-Delivery” shall refer to the delivery of less than all of the Merchandise ordered or purchased by a Consumer.

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

2.18 “Policy” or “Policies” shall refer to any procedures, practices, directives, and/or established courses of action, whether written or oral.

2.19 “Represent” means to state or imply through claims, statements, questions, conduct, graphics, symbols, lettering, doormats, devices, language, documents, messages or any other manner or means by which meaning might be conveyed. This definition applies to other forms of the word “Represent” Including “Representation” and “Misrepresent.”

2.20 “Restitution” shall refer to all methods undertaken by Respondent to resolve Consumer complaints, including the issuance of refunds, reversal of credit card or debit card charges and/or the replacement of Defective or Non-Conforming Merchandise.

2.21 “Sale” shall be defined in accordance with N.J.S.A. 56:8-1(e).

### **3. REQUIRED AND PROHIBITED BUSINESS PRACTICES**

3.1 Respondent shall not engage in any unfair or deceptive acts or practices in the conduct of its business in the State, and shall comply with all applicable State and/or Federal laws, rules and regulations, as now constituted or may hereafter be amended, including the CFA and the Advertising Regulations.

3.2 Respondent shall ensure that its Sale of Merchandise to Consumers is in accordance with the Policies published on the Avas Flowers Website.

3.3 Respondent shall not guarantee delivery times to Consumers in its Sale of Merchandise where such guarantee conflicts with Respondent’s Policies regarding “Availability of Delivery” as published on the Avas Flowers Website that “we do not guarantee deliveries for specific times,” and/or where the time of delivery is beyond Respondent’s control, whether due to Respondent’s reliance on Affiliates or otherwise.

3.4 Respondent shall obtain Consumer verification that the Consumer has been alerted to Respondent’s Policies regarding undeliverable locations by requesting that Consumers acknowledge Avas Flowers’ terms of service, including Avas Flowers’ delivery and substitution Policies.

3.5 Respondent shall not auto-populate online orders with add-on items that require additional payment, such as balloons or cards, thus requiring Consumers to opt out of such add-on items while placing orders on the Avas Flowers Website.

3.6 Respondent shall itemize all fees to be paid by Consumers, including but not limited to Merchandise price and taxes, fees, and service charges.

3.7 Respondent shall display itemized fees in a payment summary on the Avas Flowers Website, and recite itemized fees during telephone orders, if the Consumer requests an itemized recitation of their order (in addition to the total price) prior to purchase of Merchandise.

3.8 Respondent shall provide All Consumers with copies of itemized invoices following purchase of Merchandise to valid email addresses provided by Consumers to Respondent.

3.9 Respondent shall Clearly and Conspicuously display a link to its complete Policies concerning cancellation, substitution, refund and return on the Avas Flowers Website as follows: (a) on the home page; (b) on each individual page where Merchandise can be ordered; and (c) on the check-out page prior to purchase and delivery confirmation.

3.10 Respondent shall Clearly and Conspicuously delineate its Policies concerning cancellation, substitution, refund and return on the Avas Flowers Website, including placement in separate paragraphs, with appropriate titles (e.g., Cancellation Policy).

3.11 Respondent shall Clearly and Conspicuously display a link to its Policies concerning cancellation, substitution, partial delivery, refund and return in any confirmation email sent to a Consumer upon his/her purchase of Merchandise.

3.12 Respondent shall accept Merchandise order cancellations from Consumers within twenty-four (24) hours of placing an order, except for Merchandise orders for same day delivery,

orders for next day delivery, or orders placed within four days of a holiday, in accordance with Respondent's posted cancellation policy as it appears on the Avas Flowers Website.

3.13 Respondent, in its cancellation Policy, shall fully describe the manner in which Consumers are to submit any cancellation requests.

3.14 Respondent shall honor Consumer cancellation requests as effective as of the time of submission for purposes of determining whether the request has been submitted within the timeframe specified in Respondent's cancellation Policy.

3.15 For cancellation requests submitted online in accordance with Respondent's posted cancellation Policy as it appears on the Avas Flowers Website, Respondent shall automatically provide confirmation to the Consumer that the Consumer's cancellation request has been received and will be reviewed by Respondent.

3.16 Respondent shall provide a (i) cancellation confirmation in writing to a valid email address provided by the Consumer to Respondent and (ii) issue a refund to a Consumer within one hour of Respondent's confirmation that the Consumer's cancellation request meets Respondent's posted cancellation Policy as posted on the Avas Flowers Website.

3.17 Respondent shall honor Consumer cancellation requests in all instances where a Consumer has made the request in the manner and within the timeframe specified in Respondent's cancellation Policy.

3.18 Respondent shall Clearly and Conspicuously disclose that any fee charged for ranking deliveries within timeframes or "rush order requests" (i.e., delivery before 2:00pm) do not guarantee deliveries within such timeframes.

3.19 Respondent shall refund Consumers any fee charged for ranking deliveries within timeframes or "rush order requests" where Merchandise was not delivered within the paid-for

timeframe, upon notification to Respondent by the Consumer, in accordance with Respondent's posted "Rush Order Request Fee" Policy as it appears on the Avas Flowers Website.

3.20 In the event of non-delivery of Merchandise or late delivery of Merchandise, where no delivery attempt was made on the requested delivery date (other than instances where Respondent may not be able to accommodate a requested delivery date, e.g. Sundays and holidays, as set forth in Respondent's Delivery Policy as it appears on the Avas Flowers Website), Respondent shall offer the Consumer each of the following, one of which will be selected at the Consumer's option: (a) a re-delivery; (b) Merchandise credit; and (c) a full refund.

3.21 In the event it is necessary to substitute Non-Conforming Merchandise for Merchandise ordered and Respondent is made aware of the substitution by its Affiliates, Respondent: (a) shall notify the Consumer of the substitution; and (b) shall provide the Consumer with the option of cancelling the order for a full refund.

3.22 In the event of delivery of Non-Conforming Merchandise or Defective Merchandise, Respondent shall offer each of the following, one of which will be selected at the Consumer's option: (a) a re-delivery of Conforming Merchandise, if available; (b) a re-delivery of a product of equal or greater value; (c) Merchandise credit; and (d) a full refund, upon return of the Non-Conforming Merchandise or Defective Merchandise within seven (7) days by way of a florist picking up the Merchandise or by way of a prepaid return in accordance with Respondent's posted Policy as it appears on the Avas Flowers Website.

3.23 In the event of Partial Delivery, Respondent shall (a) complete the order; or (b) refund the cost of the missing item, in a timely manner, which shall not exceed a period of seven (7) business days of when the Consumer notifies Respondent of the Partial Delivery.

3.24 In the event that a Consumer is to receive a refund, Respondent shall provide such refund in a timely manner, which shall not exceed a period of thirty (30) days.

3.25 Respondent shall Clearly and Conspicuously disclose its main business address on the Avas Flowers Website, in accordance with N.J.A.C. 13:45A-9.2(a)(9).

3.26 In its Advertisement, offering for Sale and/or Sale of Merchandise, Respondent shall not Misrepresent the physical location (“brick and mortar”) of Avas Flowers, in accordance with N.J.A.C. 13:45A-9.2(a)(9).

3.27 Respondent shall disclose on the Avas Flowers Website that Merchandise delivery will be made by Respondent, an Affiliate, or an overnight delivery service, depending on the delivery location and/or Merchandise availability, in accordance with N.J.A.C. 13:45A-9.2(a)(9).

3.28 In its Advertisement, offering for Sale and/or Sale of Merchandise, Respondent shall not Misrepresent the availability of Same Day Delivery, in accordance with N.J.A.C. 13:45A-9.2(a)(9).

3.29 Respondent shall disclose any limitations, exclusions or qualifications to Same Day Delivery, in accordance with N.J.A.C. 13:45A-9.2(a)(9).

#### **4. REPRESENTATION AND WARRANTY**

4.1 Respondent represents and warrants that it is an expected practice from its Affiliates that, in the event it is necessary to substitute Non-Conforming Merchandise for Merchandise ordered, the Affiliate will immediately notify Respondent so that Respondent can (a) notify the Consumer of the substitution; and (b) provide the Consumer with the option of cancelling the order for a full refund.

#### **5. AFFECTED CONSUMER COMPLAINTS**

5.1 The Affected Consumers’ complaints shall be forwarded to the ADR Unit to reach a resolution through binding arbitration. Respondent agrees herein to consent to this arbitration

process and to be bound by the arbitrator's decision. Contemporaneously with its execution of this Consent Order, Respondent shall sign and return to the Division the Agreement to Arbitrate (a copy of which is attached as Exhibit A). Respondent further agrees to be bound by the immunity provisions of the New Jersey Arbitration Act, N.J.S.A. 2A:23B-14, and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 to -7. Within forty-five (45) days from the Effective Date, the Division shall provide written notification to the Affected Consumers and Respondent of the referral of the Affected Consumers' complaints to the ADR Unit to reach a resolution through binding arbitration. Thereafter, the arbitration shall proceed in accordance with the ADR Guidelines (a copy of which are attached as Exhibit B).

5.2 If Respondent refuses to participate in the ADR program, the arbitrator may enter a default against Respondent. Unless otherwise specified in the arbitration award, Respondent shall pay all arbitration awards within thirty (30) days of the arbitrator's decision. Respondent's failure or refusal to participate in the arbitration process or to pay an arbitration award timely shall constitute a violation of this Consent Order. If an Affected Consumer fails or refuses to participate in the ADR program, that Affected Consumer's complaint shall be deemed closed for the purposes of this Consent Order.

5.3 The Parties may agree in writing to alter any time periods or deadlines set forth in this Section.

## **6. ADDITIONAL CONSUMER COMPLAINTS**

6.1 For a period of one (1) year from the Effective Date, the Division shall forward to Respondent copies of any Additional Consumer complaints received by the Division. The Division shall forward to Respondent the Additional Consumer complaint within thirty (30) days of the Division's receipt thereof.

6.2 After forwarding the complaint to Respondent, the Division shall notify the Additional Consumer, in writing, of the following: (a) that his/her complaint has been forwarded to Respondent; (b) that he/she should expect a response from Respondent within thirty (30) days from the date of this notice; and (c) the right to refer his/her complaint to the ADR Unit for binding arbitration if Respondent disputes the complaint and/or requested relief.

6.3 Within thirty (30) days of receiving the Additional Consumer complaint from the Division, Respondent shall send a written response to the Additional Consumer, with a copy sent by first class mail, fax or email to the following:

New Jersey Division of Consumer Affairs  
Office of Consumer Protection  
Case Initiation and Tracking Unit  
124 Halsey Street, P.O. Box 45025  
Newark, New Jersey 07101  
Fax: (973) 273-8005  
[E-mail: cmt@dca.lps.state.nj.us](mailto:cmt@dca.lps.state.nj.us)

6.4 If Respondent does not dispute the Additional Consumer's complaint and requested relief, Respondent's written response to the Consumer shall so inform the Additional Consumer. Respondent shall contemporaneously provide Restitution to the Additional Consumer. Where Restitution concerns the reversal of credit or debit card charges, Respondent shall include documents evidencing that such adjustments have been made. Where Restitution concerns a refund or other payment, such shall be made to the Additional Consumer by check or money order made payable to the Additional Consumer.

6.5 If Respondent disputes the Additional Consumer's complaint and/or requested relief, Respondent's written response to the Consumer shall include copies of all documents concerning Respondent's dispute of the Additional Consumer's complaint.

6.6 Within forty-five (45) days of receiving from the Division the Additional Consumer's complaint, Respondent shall provide the Division with written notification whether

the Additional Consumer's complaint has been resolved. Such notification shall include the following:

- a. The Additional Consumer's name and address;
- b. Whether or not the Additional Consumer's complaint has been resolved;
- c. The Restitution provided to the Additional Consumer along with an acknowledgment from the consumer that their complaint has been resolved;
- d. Copies of all documents evidencing any Restitution provided to the Additional Consumer;
- e. Confirmation that Respondent sent all mailings to the Additional Consumer as required by this Section; and
- f. In the event Respondent's written response and/or Restitution to the Additional Consumer were returned as undeliverable, the efforts Respondent has undertaken to locate the Additional Consumer.

6.7 Following the Division's receipt and verification that an Additional Consumer's complaint has been resolved, the Additional Consumer's complaint shall be deemed closed for purposes of this Consent Order.

6.8 If within sixty (60) days of Respondent's receipt of the Additional Consumer's complaint: (a) Respondent has not notified the Division that the Additional Consumer's complaint has been resolved; (b) Respondent has notified the Division that the Additional Consumer's complaint has not been resolved; or (c) Respondent has notified the Division that the Additional Consumer refuses Respondent's offer of Restitution, the Division shall forward such Additional Consumer's complaint to the ADR Unit for binding arbitration. Respondent agrees herein to consent to this arbitration process and to be bound by the arbitrator's decision. Respondent further agrees to be bound by the immunity provisions of the New Jersey Arbitration Act, N.J.S.A. 2A:23B-14, and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 to -7. The Division shall notify in writing any such Additional Consumer and Respondent of the referral of the complaint to the

ADR Unit. Thereafter, the arbitration shall proceed in accordance with the ADR Guidelines (a copy of which is attached as Exhibit B).

6.9 If Respondent refuses to participate in the ADR program, the arbitrator may enter a default against Respondent. Unless otherwise specified in the arbitration award, Respondent shall pay all arbitration awards within thirty (30) days of the arbitrator's decision.

6.10 Respondent's failure or refusal to comply with the requirements of Sections 3.1 through 3.29, Sections 6.3 through 6.6, to participate in the arbitration process, and/or pay an arbitration award timely shall constitute a violation of this Consent Order. Under these circumstances, the Division may discontinue the Additional Consumer complaint resolution process upon thirty (30) days' written notice to Respondent.

6.11 If an Additional Consumer refuses to participate in the ADR program, that Additional Consumer's complaint shall be deemed closed for the purposes of this Consent Order.

6.12 The Parties may agree in writing to alter any time periods or deadlines set forth in this Section.

## **7. SETTLEMENT PAYMENT**

7.1 The Parties have agreed to a settlement of the Investigation in the amount of Sixty Thousand and 00/100 Dollars (\$60,000.00) ("Settlement Payment").

7.2 Respondents shall make the Settlement Payment contemporaneously with the signing of this Consent Order, which is due on or before April 28, 2021.

7.3 The Settlement Payment is comprised of Forty Six Thousand Two Hundred Thirty Eight and 23/100 Dollars (\$46,238.23) in civil penalties, pursuant to N.J.S.A. 56:8-13, Five Thousand Five Hundred Ninety Four and 27/100 Dollars (\$5,594.27) in reimbursement of the Division's investigative costs, pursuant to N.J.S.A. 56:8-11, and Eight Thousand One Hundred

Sixty Seven and 50/100 Dollars (\$8,167.50) in reimbursement of the Division's attorneys' fees, pursuant to N.J.S.A. 56:8-19.

7.4 The Settlement Payment shall be made by certified or cashier's check, money order, credit card or wire transfer made payable to the "New Jersey Division of Consumer Affairs" and forwarded to:

Case Initiation and Tracking Unit  
New Jersey Department of Law and Public Safety  
Division of Consumer Affairs  
124 Halsey Street – 7<sup>th</sup> Floor  
P.O. Box 45025  
Newark, New Jersey 07101  
Attention: Van Mallett, Lead Investigator

7.5 Upon making the Settlement Payment, Respondent shall immediately be fully divested of any interest in, or ownership of, the monies paid, and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Division pursuant to the terms herein.

## **8. GENERAL PROVISIONS**

8.1 This Consent Order is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of obligations and duties imposed by this Consent Order.

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

8.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Order and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Order.

8.4 This Consent Order contains the entire agreement between the Parties. Except as otherwise provided herein, this Consent Order shall be modified only by a written instrument signed by or on behalf of the Parties.

8.5 Except as otherwise explicitly provided in this Consent Order, nothing in this Consent Order shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

8.6 If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

8.7 This Consent Order shall be binding upon the Respondent, as well as any owners, officers, directors, managers, employees, representatives and agents through which it may now or hereafter act, as well as any Persons who have authority to control or who, in fact, control and direct its business.

8.8 This Consent Order shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Order be used to avoid compliance with this Consent Order.

8.9 This Consent Order is entered into by the Parties for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Order shall constitute, or be construed as: (a) an approval, sanction or authorization by the Attorney General, the Division or any other governmental unit of the State of any act or practice of Respondent; and (b) an admission by Respondent that any of its acts or practices described in or prohibited by this Consent Order are unlawful or unconscionable or violate the CFA and/or the Advertising Regulations.

8.10 This Consent Order is not intended, and shall not be deemed, to constitute evidence or precedent of any kind except in: (a) any action or proceeding by one of the Parties to enforce,

rescind or otherwise implement any or all of the terms herein; or (b) any action or proceeding involving a Released Claim (as defined in Section 9) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

8.11 The Parties represent and warrant that an authorized representative of each has signed this Consent Order with full knowledge, understanding and acceptance of its terms and that the representative has done so with authority to legally bind the respective party.

8.12 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Order.

8.13 This Consent Order is a public document subject to the New Jersey Open Public Records Act, N.J. S.A. 47:1A-1 to -13.

8.14 The Parties represent and warrant that an authorized representative of each has signed this Consent Order with full knowledge, understanding and acceptance of its terms and that the representative has done so with authority to legally bind the respective Party.

## **9. RELEASE**

9.1 In consideration of the undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Respondent making the Settlement Payment as specified in Section 7, the Division hereby agrees to release Respondent from any and all civil claims, to the extent permitted by State law, which the Division could have brought prior to the Effective Date against Respondent for violations of the CFA and/or the Advertising Regulations arising out of the Investigation, as well as the matters specifically addressed in this Consent Order (“Released Claims”).

9.2 Notwithstanding any term of this Consent Order, the following do not comprise Released Claims: (a) private rights of action; (b) actions to enforce this Consent Order; and (c) any claims against Respondent by any other agency or subdivision of the State.

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

10.1 The Attorney General (or designated representative) shall have the authority to enforce the provisions of this Consent Order or to seek sanctions for violations hereof or both.

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

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

- (a) Relieving Respondent of its obligation to comply with all State and Federal laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or
- (b) Limiting or expanding any right the Division may otherwise have to obtain information, documents or testimony from Respondent pursuant to any State or Federal law, regulation or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right Respondent may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Division to obtain such information, documents or testimony.

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

12.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Division or Respondent pursuant to this Consent Order shall be sent by United States mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Division:

Monisha A. Kumar, Deputy Attorney General  
Consumer Fraud Prosecution Section  
State of New Jersey  
Department of Law and Public Safety  
Division of Law  
124 Halsey Street – 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

For Respondent:

Keith Miller  
Perkins Coie LLP  
1155 Avenue of the Americas, 22nd Floor  
New York, NY 10036-2711

IT IS ON THE 29<sup>TH</sup> DAY OF APRIL, 2021 SO ORDERED.

GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY

By:   
\_\_\_\_\_  
MARYANN SHEEHAN, CHIEF OF STAFF  
DIVISION OF CONSUMER AFFAIRS

**THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS  
CONSENT ORDER ON THE DATES BESIDE THEIR RESPECTIVE SIGNATURES.**

FOR THE DIVISION:

GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY

By: Monisha A. Kumar  
Monisha A. Kumar  
Deputy Attorney General  
Consumer Fraud Prosecution Section  
124 Halsey Street – 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
(973) 648-3070

Dated: April 23, 2021

FOR THE RESPONDENT:

KEITH MILLER, ATTORNEY AT LAW

By: Keith Miller  
Keith Miller  
Perkins Coie LLP  
1155 Avenue of the Americas, 22nd Floor  
New York, NY 10036-2711

Dated: April 23, 2021

FLOWER TECH CENTER, INC. d/b/a AVAS FLOWERS

By:   
Matthew Neuenhaus, President  
300 Corporate Drive  
Mahwah, New Jersey 07530

Dated: April 23, 2021