

ANDREW J. BRUCK  
ACTING 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**

October 4 2021

Division of Consumer Affairs

By: Jeffrey Koziar  
Deputy Attorney General  
(973) 648-7819

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

In the Matter of

K.P. FUEL CORP.; BK FUEL, INC.; DS  
FUEL CORP.; MILLENNIUM FUEL, INC.;  
HARB AND PARM, INC. d/b/a POWER  
SERVICE CENTER AND SUKHDEV  
SINGH, INDIVIDUALLY,

Respondents.

Administrative Action

**CONSENT ORDER**

**WHEREAS** this matter was opened by the New Jersey Division of Consumer Affairs, Office of Consumer Protection and the New Jersey State Office of Weights and Measures (collectively, “Division”), as an investigation to determine whether violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -226 (“CFA”), the Weights and Measures Act, N.J.S.A. 51:1-42 to -133 (“Weights and Measures Act”), the New Jersey Motor Fuels Act, N.J.S.A. 56:6-1 to -4.1 (“Motor Fuels Act”); the Regulations Governing the Retail Sale of Motor Fuels, N.J.A.C. 18:19-1.1 to -2.10 (“Motor Fuels Regulations”) and the New Jersey Scales, Instruments and Devices Regulations, N.J.A.C. 13:47B1-10 to -20 (“Scales, Instruments and Devices Regulations”) have been or are being committed by K.P. Fuel Corp. (“K.P. Fuel”); BK Fuel, Inc.

("BK Fuel"); DS Fuel Corp. ("DS Fuel"); Millennium Fuel, Inc. ("Millennium Fuel"); Harb and Parm, Inc. d/b/a Power Services Center ("Power Services Center") as well as by their owners, members, officers, directors, managers, employees, representatives, and agents, and Sukhdev Singh individually ("Respondents") (hereinafter referred to as the "Investigation");

**WHEREAS** the Division alleges that Respondents violated the CFA, the Weights and Measures Act, the Motor Fuels Act, the Motor Fuels Regulations and the Scales, Instruments and Devices Regulations by, among other things: (a) Advertising and Selling Grade 87 Motor Fuel as Grade 93 Motor Fuel; (b) posting a lower price for motor fuel than the amount actually charged; (3) failing to maintain weighing and measuring devices in proper operating condition; and (4) failing to exhibit weights and measures devices and documentation for inspection and examination.

**WHEREAS** the Division and Respondents (collectively, "Parties") have reached an amicable agreement thereby resolving the issues in controversy and concluding the Investigation without the need for further action, and Respondents have 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 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). This definition applies to other forms of the word “Advertisement” Including without limitation, “Advertise” and “Advertised.”

2.2 “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.

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

2.4 “Division” refers to the New Jersey Division of Consumer Affairs.

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

2.6 “Merchandise” shall be defined in accordance with N.J.S.A. 56:8-1(c).

2.7 “Motor Fuel” shall be interpreted in accordance with N.J.S.A. 56:6-1.

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

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

2.10 “Represent” means to state or imply through claims, statements, questions, conduct, graphics, symbols, lettering, formats, 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.”

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

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

3.1 Respondents shall comply with all applicable State and/or Federal laws, rules and regulations, as now constituted or as may hereafter be amended, including, but not limited to, the CFA, the Weights and Measures Act, the Motor Fuels Act, the Motors Fuels Regulations and the Scales, Instruments and Devices Regulations.

3.2 Respondents shall not Misrepresent one grade of Motor Fuel for another, in violation of the CFA, specifically N.J.S.A, 56:8-2.

3.3 Respondents shall not be a party to the substitution of one grade of Motor Fuel for another, in violation of the Motor Fuels Act, specifically N.J.S.A. 56:6-2(g), and the Motor Fuel Regulations, specifically N.J.A.C. 18:19-2.5

3.4 Respondents shall not sell or offer for Sale any Motor Fuel without properly displaying the accurate price of such fuel, in accordance with the requirements of the Motor Fuels Act, specifically N.J.S.A. 56:6-2(d) and the Motor Fuel Regulations, specifically N.J.A.C. 18:19-2.1(c).

3.5 Respondents shall maintain weighing and measuring devices in proper operating condition, as required by the Scales, Instruments and Devices Regulations, specifically N.J.A.C. 13:47B-1.20.1

3.6 Respondents shall exhibit all required weights and measures devices and documentation, including daily Veeder Root UST volume printouts, all bills of lading, and all fuel transport and delivery tickets, for inspection and examination, as required by the Weights and Measures Act, N.J.S.A. 51:1-88.

#### **4. SETTLEMENT AMOUNT**

4.1 The Parties have agreed to a settlement in the amount of One Hundred Thirty-Eight Thousand Five Hundred Nineteen and 00/100 Dollars (\$138,519.00) (“Settlement Amount”).

4.2 The Settlement Amount is comprised of One Hundred Fourteen Thousand Two Hundred and 00/100 Dollars (\$114,200.00) in civil penalties, pursuant to N.J.S.A. 56:8-13, N.J.S.A. 51:1-88, N.J.S.A. 56:6-2 and N.J.A.C. 13:47B-1.20; Sixteen Thousand Eight Hundred Nineteen and 00/100 Dollars (\$16,819.00) in reimbursement of the Division’s investigative costs,

pursuant to N.J.S.A. 56:8-11, and Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) in reimbursement of the Division's attorneys' fees, pursuant to N.J.S.A. 56:8-19.

4.3 Respondents shall pay One Hundred Eleven Thousand and 00/100 Dollars (\$111,000.00) of the Settlement Amount ("Settlement Payment") according to the following schedule:

(a) Respondents shall make twelve payments of Nine Thousand Two Hundred Fifty and 00/100 Dollars (\$9,250.00) on the first day of each month from October 1, 2021 through September 1, 2022.

4.4 All payments made in satisfaction of the Settlement Amount shall be made by certified or cashier's check, money order, wire transfer or credit card payable to the "New Jersey Division of Consumer Affairs" and shall be forwarded to:

Jeffrey Koziar, Deputy Attorney General  
State of New Jersey  
Office of the Attorney General  
Department of Law and Public Safety  
Division of Law  
Consumer Fraud Prosecution Section  
124 Halsey Street-5th Floor  
P.O. Box 45029  
Newark, New Jersey 07101

4.5 Upon making the Settlement Payment, Respondents 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.

4.6 Twenty-Seven Thousand Five Hundred Nineteen and 00/100 Dollars (\$27,519.00) balance of the Settlement Amount shall be suspended and automatically vacated one (1) year from the Effective Date ("Suspended Payment") provided that:

- (a) Respondents comply with the restraints and conditions set forth in this Consent Order; and
- (b) Respondents makes the Settlement Payment as set forth in Section 4.3.

In the event that Respondents fail to comply with Section 4.6, the Suspended Payment and the unpaid amount of Settlement Payment shall be immediately due and payable upon notice by the Division (“Notice of Non-Compliance”). In any such Notice of Non-Compliance, however, the Division shall provide Respondents with the specific details of the alleged non-compliance in writing and Respondents shall be afforded a fifteen (15) day period within which to cure any such non-compliance (“Cure Period”). If Respondents fail to cure the non-compliance during the Cure Period, Respondents shall be liable for all of the Suspended Payment and the unpaid amount of the Settlement Payment. The Division may move on Notice of Motion or Order to Show Cause to have a judgment entered for the Suspended Payment and the unpaid amount of the Settlement Payment.

## **5. GENERAL PROVISIONS**

5.1 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.

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

5.3 The Parties have 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.

5.4 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.

5.5 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.

5.6 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.

5.7 This Consent Order shall be binding upon the Respondents as well as their owners, members, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, successors and assigns, and any entity or device 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.

5.8 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.

5.9 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 Respondents; and (b) an admission by Respondents of any liability or wrongdoing and the parties acknowledge that this Consent Order reflects a compromise of disputed claims and Respondents dispute that any of their acts or practices are unlawful or unconscionable or violate the CFA, the Weights and Measures

Act, the Motor Fuels Act, the Motors Fuels Regulations and the Scales, Instruments and Devices Regulations. Neither the existence of, nor the terms of this Consent Order, shall be deemed to constitute evidence or precedent of any kind or for any purpose except in: (a) any action or proceeding by one of the Parties to enforce, rescind or otherwise implement or affirm any or all of the terms herein; or (b) any action or proceeding involving a Released Claim (as defined in Section 6) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

5.10 The Parties represent and warrant 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.

5.11 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.

5.12 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.

## **6. RELEASE**

6.1 In consideration of the payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Respondents making the Settlement Payment as specified in Section 4, the Division hereby agrees to release Respondents as well as their owners, members, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, successors and assigns and any entity or device 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 from any and all civil claims or Consumer related administrative claims, to



the extent permitted by State law, which the Division could have brought prior to the Effective Date against Respondents for violations of the CFA, the Weights and Measures Act, the Motor Fuels Act, the Motors Fuels Regulations and the Scales, Instruments and Devices Regulations arising out of the Investigation, as well as the matters specifically addressed in this Consent Order (“Released Claims”).

6.2 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.

## **7. MONITORING FOR COMPLIANCE**

7.1 Within thirty (30) days of the Effective Date, Respondents shall designate one of their employees as its Compliance Coordinator. The Compliance Coordinator will perform the functions set forth in Section 7.2 for a period of one year immediately following the Effective Date. Respondents shall provide the Division with the Compliance Coordinator’s name, business address (street and mailing), the telephone number and electronic mail address within seven (7) days of his or her designation.

7.2 The Compliance Coordinator shall perform the following functions: (a) use his or her reasonable efforts to ensure Respondents’ compliance with the terms of this Consent Order, as well as with the CFA, the Weights and Measures Act, the Motor Fuels Act, the Motor Fuels Regulations and the Scales, Instruments and Devices Regulations and (b) provide to the Division written quarterly reports.

7.3 The Compliance Coordinator’s quarterly reports referenced in Section 7.2 shall include the following: (a) information of which the Compliance Coordinator is aware with respect to Respondents’ compliance with this Consent Order, CFA, the Weights and Measures Act, the

Motor Fuels Act, the Motor Fuels Regulations and the Scales, Instruments and Devices Regulations; and (b) all daily Vender Root UST volume printouts, all bills of lading and fuel transport and delivery tickets generated by Respondents for the relevant time period; and (c) any other relevant information concerning any material changes in Respondents' business practices that are referenced in Section 3.

7.4 The Compliance Coordinator shall submit the quarterly reports in accordance with the following timetable: (a) first report: 90 days from the Effective Date; (b) second report: 180 days from the Effective Date; (c) third report: 270 days from the Effective Date and (d) fourth report: 360 days from the Effective Date.

7.5 The Compliance Coordinator shall have no personal liability for any action or inaction hereunder or otherwise in respect of this Consent Order.

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

8.1 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.

8.2 The Parties agree that any future violations of the provisions of Section 3 of this Consent Order, the CFA, the Weights and Measures Act, the Motor Fuels Act, the Motors Fuels Regulations and the Scales, Instruments and Devices Regulations shall constitute a second or succeeding violation pursuant to N.J.S.A. 56:8-13 and that Respondents may be liable for enhanced civil penalties.

#### **9. COMPLIANCE WITH ALL LAWS**

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

- (a) Relieving Respondents of their 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 Respondents 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 Respondents 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.

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

10.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Division or Respondents pursuant to this Consent Order, including the quarterly reports referenced in Section 7, 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:

Jeffrey Koziar, 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  
Newark, New Jersey 07101

For Respondents:

Hugh E. Lucariello, Esq.  
1848 Hooper Avenue  
Toms River, New Jersey 08753

IT IS ON THE 4th DAY OF October, 2021 SO ORDERED.

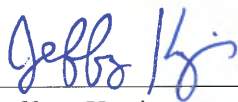
ANDREW J. BRUCK  
ACTING ATTORNEY GENERAL OF NEW JERSEY

By:   
SEAN P. NEAFSEY, ACTING DIRECTOR  
DIVISION OF CONSUMER AFFAIRS

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

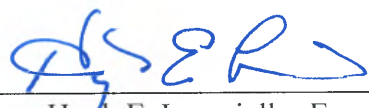
FOR THE DIVISION:

ANDREW J. BRUCK  
ACTING ATTORNEY GENERAL OF NEW JERSEY

By:  Dated: 9/30, 2021  
Jeffrey Koziar  
Deputy Attorney General  
Consumer Fraud Prosecution Section  
124 Halsey Street – 5th Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
(973) 648-7819

FOR RESPONDENTS:

HUGH E. LUCARIELLO, ESQ.

By:  Dated: 9/17/21, 2021  
Hugh E. Lucariello, Esq  
1848 Hooper Avenue  
Toms River, New Jersey 08753  
(609) 660-0633

K.P. FUEL CORP.; BK FUEL, INC.; DS FUEL CORP.; MILENNIUM FUEL, INC.; HARB AND PARM, INC. d/b/a POWER SERVICES CENTER AND SUKHDEV SINGH

By: Sukhdev Singh

Dated: 9-16-21, 2021

Sukhdev Singh  
(Print Name)

President/owner  
(Print Title)

602 Union Ave Belleville NJ  
(Print Address)

SUKHDEV SINGH, INDIVIDUALLY

By: Sukhdev Singh

Dated: 9-16-21, 2021

Sukhdev Singh  
(Print Name)

(self)  
(Print Title)

602 Union Ave, Belleville, NJ  
(Print Address)