

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street – 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for New Jersey 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
FOULKE MANAGEMENT CORP. d/b/a
CHERRY HILL TRIPLEX, MT. EPHRAIM
CHRYSLER

Respondent.

Administrative Action

SETTLEMENT AGREEMENT

WHEREAS this matter was opened by the New Jersey Division of Consumer Affairs, Office of Consumer Protection (“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”) and the Regulations Governing Motor Vehicle Advertising Practices, N.J.A.C. 13:45A-26A.1 to -26A.5 (“Motor Vehicle Advertising Regulations”) have been or are being committed by Foulke Management Corp. d/b/a Cherry Hill Triplex, Mt. Ephraim Chrysler Dodge as well as by its owners, officers, directors, managers, employees, representatives, and agents (“Foulke Management” or “Respondent”) (hereinafter referred to as the “Investigation”);

WHEREAS the Division alleged that Respondent violated the CFA and the Motor Vehicle Advertising Regulations by, among other things, failing to post the total selling price for Motor Vehicles offered for sale on the Cherry Hill Triplex Website;

WHEREAS Respondent denies the allegations that it has any legal obligation to include sale prices on the Cherry Hill Triplex Website;

WHEREAS the Division and Respondent (collectively, “Parties”) desire to bring an end to the Investigation and have reached an amicable agreement thereby 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 terms of the within Settlement Agreement.

IT IS AGREED as follows:

1. EFFECTIVE DATE

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

2. DEFINITIONS

As used in this Settlement Agreement, the following words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Settlement Agreement:

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

2.2 “Advertisement” shall be defined in accordance with N.J.S.A. 56:8-1(a) for purposes of the CFA and in accordance with N.J.A.C. 13:45A-26A.3 for purposes of the Motor Vehicle Advertising Regulations. These definitions apply to other forms of the word “Advertisement” including without limitation, “Advertise” and “Advertised.”

2.3 “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.

2.4 “CALA” shall mean Consumer Affairs Local Assistance, or the Division’s county and municipal offices.

2.5 “Cherry Hill Triplex Website” shall refer to the website located at www.cherryhilltriplex.com and any other website maintained by or on behalf of Respondent.

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

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

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

2.9 “Merchandise” shall be defined in accordance with N.J.S.A. 56:8-1(c), and shall include Motor Vehicles and Used Motor Vehicles.

2.10 “Motor Vehicle” shall be defined in accordance with N.J.A.C. 13:45A-26A.3.

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

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

2.13 “Sale” shall be defined in accordance with N.J.S.A. 56:8-1(e), for purposes of the CFA, and in accordance with N.J.A.C. 13:45A-26A.3, for purposes of the Motor Vehicle Advertising Regulations.

3. REQUIRED AND PROHIBITED BUSINESS PRACTICES

3.1 Respondent will 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 and the Motor Vehicle Advertising Regulations

4. SETTLEMENT PAYMENT

4.1 The Parties have agreed to a settlement in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (“Settlement Payment”).

4.2 The Settlement Payment includes reimbursement of the Division’s investigative costs, pursuant to N.J.S.A. 56:8-11, and reimbursement of the Division’s attorneys’ fees, pursuant to N.J.S.A. 56:8-19.

4.3 The Settlement Payment 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

4.4 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.

6. CONSUMER COMPLAINTS

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

6.2 Notwithstanding the above, the Division shall have the right to terminate this arrangement at any time if it believes that Respondent is not making a good faith effort to resolve Additional Complaints or if there is reason to believe that Respondent is engaging in practices which violate this Settlement Agreement.

6.3 Nothing in this section shall preclude the Division from investigating possible violations of the law and, if necessary, seeking a remedy for any such violations.

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

7. GENERAL PROVISIONS

7.1 This Settlement Agreement 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 Settlement Agreement.

7.2 This Settlement Agreement shall be governed by, and construed and enforced in accordance with, the laws of this State.

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

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

7.5 If any portion of this Settlement Agreement is held invalid or unenforceable by operation of law, the remaining terms of this Settlement Agreement shall not be affected.

7.6 This Settlement Agreement shall be binding upon the Respondent as well as its 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.

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

7.8 This Settlement Agreement is entered into by the Parties for settlement purposes only. Neither the fact of, nor any provision contained in this Settlement Agreement 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 of any liability or wrongdoing and the parties acknowledge that this Settlement Agreement reflects a compromise of disputed claims and Respondent disputes that any of its acts or practices are unlawful or unconscionable or violate the CFA and the Motor Vehicle Advertising Regulations. Neither the existence of, nor the terms of this Settlement Agreement, 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 8) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

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

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

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

8. RELEASE

8.1 In consideration of the payments, undertakings, mutual promises and obligations provided for in this Settlement Agreement and conditioned on Respondent making the Settlement Payment as specified in Section 4, the Division hereby agrees to release Respondent as well as its owners, 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, penalty 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 Respondent for violations of the CFA and the Motor Vehicle Advertising Regulations arising out of the Investigation, as well as the matters specifically addressed in this Settlement Agreement (“Released Claims”).

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

9. PENALTIES FOR FAILURE TO COMPLY

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

10. COMPLIANCE WITH ALL LAWS

10.1 Except as provided in this Settlement Agreement, 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.

11. NOTICES UNDER THIS SETTLEMENT AGREEMENT

11.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Division or Respondent pursuant to this Settlement Agreement 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 – 5th Floor
Newark, New Jersey 07101

For Respondent:

Laura D. Ruccolo, Esq.
Capehart & Scatchard, P.A.
8000 Midlantic Drive, Suite 300S
P.O. Box 5016
Mount Laurel, New Jersey 08054

IT IS ON THE _____ DAY OF _____, 2022 SO
AGREED.

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY

By: _____
CARI FAIS, ACTING DIRECTOR
DIVISION OF CONSUMER AFFAIRS

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

FOR THE DIVISION:

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY

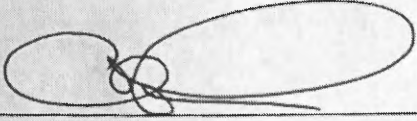
By: Jeffrey Koziar Date November 9, 2022

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 RESPONDENT:

P.O. Box 5016
Mount Laurel, New Jersey 08054
(856) 439-3168

FOULKE MANAGEMENT d/b/a CHERRY HILL TRIPLEX

By:  Dated: NOV, 7TH, 2022

C FOULKE

(Print Name)

V.P.

(Print Title)

1805 W RT 70 CHERRY HILL

(Print Address)