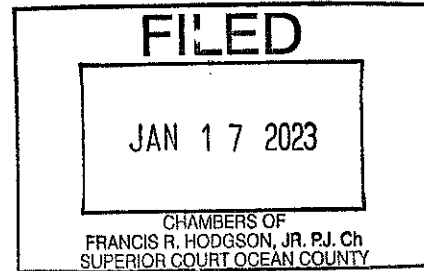


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ATTORNEY GENERAL OF NEW JERSEY  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for Plaintiffs

By: Erica Salerno (002172012)  
Deputy Attorney General  
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SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION, OCEAN COUNTY  
DOCKET NO.: OCN-C-218-21

MATTHEW J. PLATKIN, Attorney General of the State of New Jersey; and CARI FAIS, Acting Director of the New Jersey Division of Consumer Affairs,

Plaintiffs,

v.

NATIONAL POLICE RELIEF ASSOCIATION, a New Jersey Nonprofit Corporation; THE ESTATE OF MICHAEL DAVIS, individually and as President, trustee, owner, director, founder, manager and/or representative of National Police Relief Association, a New Jersey Nonprofit Corporation; FRANK JOHN individually and as Vice President, trustee, owner, director, founder, manager and/or representative of National Police Relief Association; and ANTOINETTE JOHN, individually and as Secretary, trustee, owner, director, founder, manager and/or representative of National Police Relief Association, a New Jersey Nonprofit Corporation; XYZ CORPORATIONS 1-10; and JANE AND JOHN DOES 1-10, individually and as owners, officers, directors, shareholders, founders, managers, representatives, servants, employees, independent contractors and/or agents of National Police Relief Association, a New Jersey Nonprofit Corporation; and INDIVIDUALLY AND AS OWNERS; and XYZ CORPORATIONS 1-10,

Defendants.

Civil Action

**FINAL CONSENT JUDGMENT**

The parties to this Action and Final Consent Judgment are plaintiffs Matthew J. Platkin, Attorney General of the State of New Jersey (“Attorney General”) and Cari Fais, Acting Director of the New Jersey Division of Consumer Affairs (“Director”) (collectively, “Plaintiffs”),<sup>1</sup> and defendants National Police Relief Association (“NPRA”), Frank John (“F. John”), Antoinette John (“A. John”) and the Estate of Michael Davis (collectively, “Defendants”). As evidenced by their signatures below, Plaintiffs and Defendants (collectively, the “Parties”) consent to the entry of this Final Consent Judgment and its provisions without trial or adjudication of any issue of fact or law, and without an admission of any liability or wrongdoing of any kind.

#### **PRELIMINARY STATEMENT**

On December 29, 2021, Plaintiffs commenced this action alleging that Defendants violated the provisions of the New Jersey Charitable Registration and Investigation Act, N.J.S.A. 45:17A-18 to -40 (“CRIA”), and the Regulations Governing Charitable Fundraising, N.J.A.C. 13:48-1.1 to -15.1 (“Charities Regulations”). Among other things, Plaintiffs alleged that Defendants: (a) used charitable donations that NPRA received to make undisclosed payments of purported salaries to certain NPRA Board members and paid NPRA Board members’ personal expenses; (b) misused or misappropriated a total of \$193,519.79 in charitable funds; (c) misrepresented to the public the fact that the bulk of charitable funds were directed to causes unrelated to the Defendant NPRA’s primary Charitable Purpose; (d) failed to maintain adequate records of NPRA’s spending and expenses and failed to maintain NPRA’s meeting minutes or receipts relevant to its expenses; and (e) failed to comply with annual charities registration requirements for Defendant NPRA for the years 2017, 2018 and 2019.

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<sup>1</sup> In accordance with R. 4:34-4, this caption has been revised to reflect the current Attorney General and Acting Director.

The Court has reviewed the terms of this Final Consent Judgment and based upon the Parties' agreement and for good cause shown:

**IT IS HEREBY ORDERED, ADJUDGED AND AGREED AS FOLLOWS:**

**1. JURISDICTION**

1.1 The Parties admit jurisdiction of this Court over the subject matter and over the Parties for the purpose of entering into this Final Consent Judgment. The Court retains jurisdiction for the purpose of enabling the Parties to apply to the Court at any time for such further orders and relief as may be necessary for the construction, modification, enforcement, execution or satisfaction of this Final Consent Judgment.

**2. VENUE**

2.1 Pursuant to N.J.S.A. 56:8-8, venue as to all matters between the Parties hereto relating to or arising out of this Final Consent Judgment shall lie exclusively in the Superior Court of New Jersey, Chancery Division, Ocean County.

**3. EFFECTIVE DATE**

3.1 This Final Consent Judgment shall be effective on the date that it is filed by the Court ("Effective Date").

**4. DEFINITIONS**

Capitalized terms not otherwise defined in this Consent Judgment shall have the following meanings:

4.1 "Action" refers to the action titled Matthew J. Platkin, et al. v. National Police Relief Association, et al., Superior Court of New Jersey, Chancery Division, Ocean County,

Docket No. OCN-C-218-21, and all pleadings and proceedings related thereto, including the Complaint and the Answer.

4.2 "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.

4.3 "Board" shall refer to the self-appointed members of Defendant NPRA, namely the Executive Board consisting of: Michael Davis (now deceased), President; Frank John, Vice President; and Antoinette John, Secretary, all of whom were tasked with executive decisions regarding the function, fundraising and finances of Defendant NPRA.

4.4 "Charitable Organization" shall be defined in accordance with N.J.S.A. 45:17A-20 and N.J.A.C. 13:48-1.3.

4.5 "Charitable Purpose" shall be defined in accordance with N.J.S.A. 45:17A-20 and N.J.A.C. 13:48-1.3.

4.6 "Contribution" shall be defined in accordance with N.J.S.A. 45:17A-20 and N.J.A.C. 13:48-1.3.

4.7 "Person" shall be defined in accordance with N.J.S.A. 45:17A-20 and N.J.A.C. 13:48-1.3.

4.8 "Registration Statement" shall be defined in accordance with N.J.S.A. 45:17A-20 and N.J.A.C. 13:48-1.3.

4.9 "Solicitation" or "Solicit" shall be defined in accordance with N.J.S.A. 45:17A-20 and N.J.A.C. 13:48-1.3. This definition also applies to other forms of the terms "Solicitation" and "Solicit," including "Solicited."

4.10 "State" shall refer to the State of New Jersey.

## **5. INJUNCTIVE RELIEF AND BUSINESS PRACTICES**

5.1 Defendants shall not engage in any unfair or deceptive acts or practices in the conduct of any business in New Jersey and shall comply with such State and/or federal laws, rules and regulations as now constituted or as may hereafter be amended, including the CRIA and the Charities Regulations.

5.2 Defendants shall pay all applicable renewal fees for the fiscal years ending in 2018 and 2019, totaling \$240.00, pursuant to N.J.S.A. 17A-23, N.J.S.A. 45:17A-40 and N.J.A.C. 13:48-2.1.

5.3 Within 30 days of the signing of this Final Consent Judgment, Defendants shall amend their income tax returns for the fiscal years 2015, 2016, 2017, 2018 and 2019 to appropriately reflect the salaries paid to members of the Board. Copies of these amended submissions shall be provided to the Plaintiffs within thirty (30) days of the signing of this order.

5.4 As of the signing of this Final Consent Judgment, Defendants shall not directly or indirectly act as a Charitable Organization, or hold itself out as a Charitable Organization or as an entity having a Charitable Purpose, from, within, or outside of the State.

5.5 As of the Effective Date, Defendants shall not engage in the Solicitation of Contributions or have Contributions Solicited on behalf of NPRA from, within or outside of the State.

5.6 After the Effective Date, Defendants shall initiate proceedings for the dissolution of NPRA, including the payment of creditors, liquidation of assets, winding down of affairs and filing of a certificate of dissolution within the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services as authorized by N.J.S.A. 15A:12-10, and shall

complete the dissolution of Defendant NPRA as soon thereafter as is reasonable practicable, but in no event later than six months from the Effective Date.

5.7 Defendant, F. John shall not serve at any time in the future as a principal, board member, trustee or in any other leadership position of a Charitable Organization operating, Soliciting Contributions and/or having Contributions Solicited on its behalf in the State.

5.8 Defendant A. John shall not serve at any time in the future as a principal, board member, trustee or in any other leadership position of a Charitable Organization operating, Soliciting Contributions and/or having Contributions Solicited on its behalf in the State.

5.9 In the event Defendant NPRA has any remaining funds after payment of all legitimate expenses, costs, penalties and fees associated with the winding down of its affairs and the completion of its dissolution, then Defendant NPRA will submit any remaining funds to the Plaintiffs, who will allocate said funds to the Charitable Organization(s) designated by the Plaintiffs as the recipient(s) of the *cy pres* distribution set forth in Section 6 below.

## **6. SETTLEMENT AMOUNT**

6.1 The Parties have agreed to a settlement of this Action in the amount of Seventy Six Thousand Six Hundred Twenty Four and 00/00 Dollars (\$76,624.00) ("Settlement Amount"), which is comprised of (i) Nine Thousand and 00/100 (\$9,000.00) in civil penalties pursuant to N.J.S.A. 45:17A-33(i) and N.J.A.C. 13:48-14.1(a)(1); (ii) Forty Thousand and 00/100 Dollars (\$40,000) in the form of a payable to the Plaintiffs directly and to be thereafter distributed on *cy pres* basis pursuant to N.J.S.A. 45:17A-33(i) and N.J.A.C. 13:48-14.1(a)(3), to a charity or charities selected by the Plaintiffs confirmed to be in good standing; and (iii) Twenty-Seven Thousand and Six-Hundred Twenty-Four and 00/100 Dollars (\$27,624.00) in attorneys' fees and costs, which includes past-due registration fees pursuant to N.J.S.A. 45:17A33(i).

6.2 Defendants shall pay Forty Thousand and 00/100 Dollars (\$40,000.00) (“Settlement Payment”) of the Settlement Amount by December 15, 2022.

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

Erica Salerno, Deputy Attorney General  
New Jersey Department of Law and Public Safety  
Division of Consumer Affairs  
124 Halsey Street  
P.O. Box 45025  
Newark, New Jersey 07101  
Attention: Van Mallett, Lead Investigator

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

6.5 Thirty-Six Thousand Three Hundred and Eighty-Four and 00/100 Dollars (\$36,384.00) of the Settlement Amount shall be suspended and automatically vacated (“Suspended Amount”) at the expiration of 12 months from the Effective Date, provided:

- a. Defendants sign and return this Final Consent Judgment with the payment of \$40,000.00 toward *cy pres* distribution as well as \$240 in past-due renewal fees by December 15, 2022; and
- b. Defendants comply in all material respects with the terms and conditions set forth in this Consent Judgment, including Section 5.

6.6 In the event Defendants fail to comply with the requirements of Section 6.5, Plaintiffs shall provide Defendants with a written notice of noncompliance (“Notice of Noncompliance”), seeking payment of any unpaid portion of the Settlement Payment and the Suspended Amount. In any such Notice of Noncompliance, Plaintiffs shall provide Defendants

with the specific details of the alleged noncompliance, as well as any supporting documents, and shall afford Defendants a fifteen (15) day period from receipt of the Notice of Noncompliance within which to cure the noncompliance ("Cure Period").

6.7 In the event of Defendants' failure to cure any noncompliance with Section 6.2 and/or Section 6.5 within the Cure Period, Defendants consent to the entry of a judgment for the Suspended Penalty and any unpaid portion of the Settlement Payment. Upon entry by the Court of any such judgment, Plaintiffs shall then arrange for entry of such judgment upon the Statewide docket.

## **7. DISMISSAL**

7.1 The entry of this Final Consent Judgment constitutes a dismissal with prejudice of the Action as between Plaintiffs and Defendants provided, however, that the Court shall retain jurisdiction to enforce the terms of this Final Consent Judgment.

## **8. GENERAL PROVISIONS**

8.1 This Consent Judgment 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 Judgment.

8.2 This Consent Judgment 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 Judgment 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 Judgment.



8.4 This Consent Judgment contains the entire agreement between the Parties. Except as otherwise provided herein, this Consent Judgment 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 Judgment, nothing in this Consent Judgment 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 Judgment is held invalid or unenforceable by operation of law, the remaining terms of this Consent Judgment shall not be affected.

8.7 This Consent Judgment 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 Judgment be used to avoid compliance with this Consent Judgment.

8.8 This Consent Judgment is entered into by the Parties for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Judgment shall constitute, or be construed as: (a) an approval, sanction or authorization by the Plaintiffs or any other governmental unit of New Jersey of any act or practice of Defendants; and/or (b) an admission by Defendants that any of their acts or practices described in or prohibited by this Consent Judgment are unfair or deceptive or violate the CRIA and the Charities Regulations. Neither the existence of, nor the terms of this Consent Judgment shall be deemed to constitute evidence or precedent of any kind except in: (a) an 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) an action or proceeding involving a Released Claim (as defined in Section 10) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

8.9 Nothing contained in this Consent Judgment shall be construed to limit or otherwise affect the rights of any Persons who are not Parties to this Consent Judgment with respect to any of the matters contained herein.

8.10 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Consent Judgment 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 Judgment.

## **9. REPRESENTATIONS AND WARRANTIES**

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

9.2 Defendants represent and warrant that they will not own and/or operate any Charitable Organization or other entity in the State that is engaged in Solicitation of charitable Contributions. in the State.

## **10. RELEASE**

10.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Judgment, and conditioned on Defendants making the Settlement Payment in accordance with Section 6.2, Plaintiffs hereby agree to release Defendants from any and all civil claims to the extent permitted by State law, which Plaintiffs could have brought prior to the Effective Date against Defendants for violations of the CRIA and the Charities Regulations, as well as the matters specifically addressed in Section 5 of this Final Consent Judgment (“Released Claims”).

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

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

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

11.2 The Parties agree that any future violations of Section 5 of this Consent Judgment, the CRIA or the Charities Regulations shall constitute a second or succeeding violation under N.J.S.A. 56:8-13, and that Defendants shall be liable for enhanced civil penalties.

#### **12. COMPLIANCE WITH ALL LAWS**

12.1 Except as provided in this Consent Judgment, no provision herein shall be construed as:

- a. Relieving Defendants 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 Plaintiffs may otherwise have to obtain information, documents or testimony from Defendants 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 Defendants may otherwise have pursuant to any State or federal law, regulation or rule, to oppose any process employed by the Plaintiffs to obtain such information, documents or testimony.

#### **13. NOTICES UNDER THIS CONSENT JUDGMENT**

13.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Parties pursuant to this Consent Judgment shall be sent by United States mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides

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 Plaintiffs:

Erica Salerno, Deputy Attorney General  
Consumer Fraud Prosecution Section  
State of New Jersey  
Office of the Attorney General  
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 the Defendants:

Frank J. Shamy, Esq.  
Law Office of Frank J. Shamy, LLC  
22 Kirkpatrick Street  
P.O. Box 915  
New Brunswick, New Jersey 08903

IT IS ON THE 17<sup>th</sup> DAY OF January 202~~2~~<sup>3</sup>, SO ORDERED,  
ADJUDGED AND DECREED.

  
\_\_\_\_\_  
HON. FRANCIS R. HODGSON, JR., P.J. CH.

**JOINTLY APPROVED AND  
SUBMITTED FOR ENTRY:**

FOR THE PLAINTIFFS:

MATTHEW J. PLATKIN  
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: Erica Salerno  
Erica Salerno, Deputy Attorney General  
Consumer Fraud Prosecution Section  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

Dated: December 21, 2022

FOR THE DEFENDANTS:

LAW OFFICE OF FRANK J. SHAMY, LLC

By: Frank J. Shamy  
Frank J. Shamy, Esq.  
Law Office of Frank J. Shamy, LLC.  
22 Kirkpatrick Street  
P.O. Box 915  
New Brunswick, New Jersey 08903

Dated: 12/20, 2022

NATIONAL POLICE RELIEF ASSOCIATION

By: Frank John  
Frank John, Vice President  
102 Ashwood Drive  
Brick, New Jersey 08723

Dated: 12/20/2022 2022

THE ESTATE OF MICHAEL DAVIS

By: Michael J. Davis  
Michael Davis, Jr.

Dated: 12-20, 2022

FRANK JOHN, INDIVIDUALLY

By: Frank John  
Frank John  
102 Ashwood Drive  
Brick, New Jersey 08723

Dated: 12/20/2022, 2022

ANTOINETTE JOHN, INDIVIDUALLY

By: Antoinette John  
Antoinette John  
102 Ashwood Drive  
Brick, New Jersey 08723

Dated: 12/20/2022, 2022