

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 Division of Consumer Affairs

FILED

July 26 2023

Division of Consumer Affairs

By: Bryan S. Sanchez
Deputy Attorney General
Consumer Fraud Prosecution Section
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STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS

In the Matter of

HW TEMPS LLC,

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 to determine whether violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -227 (“CFA”), the Private Employment Agency Act, N.J.S.A. 34:8-43 to -66, and the Regulations Governing Personnel Services, N.J.A.C. 13:45B-1.1 to -16.2 (“Personnel Services Regulations”), which includes the Regulations Governing Consulting Firms, N.J.A.C. 13:45B-5.1 to -5.3 (“Consulting Firm Regulations”) and the Regulations Governing Temporary Help Service Firms, N.J.A.C. 13:45B-12.1 to -12.4 (“Temporary Help Service Firm Regulations”), (hereinafter referred to as the “Investigation”), have been or are being committed by HW Temps LLC, as well as by its owners, officers, directors, managers, employees, representatives and/or agents (collectively “Respondent”);

WHEREAS Respondent with a Primary Location at 274 Broadway, Taunton, Massachusetts 02780, is engaged in business as a Consulting Firm providing Temporary Help Service Firm services in the State of New Jersey;

WHEREAS based on the Investigation, the Division alleges that Respondent operated as a Consulting Firm providing Temporary Help Service Firm services without registering with the Division, as required by N.J.S.A 56:8-1.1(a) and N.J.A.C. 13:45B-12.2 (the “Covered Claims”);

WHEREAS on March 29, 2023, an Executive Conference was held between the Division and Respondent (collectively, “Parties”);

WHEREAS the Parties have reached an amicable agreement hereby resolving the issues in controversy and concluding the Investigation without the need for further action, and Respondent having 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

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

2.1 “Applicant” shall be defined in accordance with N.J.S.A. 34:8-43 and N.J.A.C. 13:45B-1.2.

2.2 “Attorney General” shall refer to the Attorney General of the State of New Jersey, or Acting Attorney General of the State of New Jersey, as applicable, and the Office of the Attorney General of the State of New Jersey.

2.3 “Consulting Firm” shall be defined in accordance with N.J.S.A. 34:8-43 and N.J.A.C 13:45B-1.2.

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

2.5 “Person” shall be defined: (1) in accordance with N.J.S.A. 56:8-1(d) for purposes of the CFA; and (2) N.J.S.A. 34:8-43 for purposes of the Private Employment Agency Act.

2.6 “Primary Location” shall be defined in accordance with N.J.S.A. 34:8-43 and N.J.A.C. 13:45B-1.2.

2.7 “Temporary Help Service Firm” shall be defined in accordance with N.J.S.A. 34:8-43 and N.J.A.C. 13:45B-1.2.

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 such 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 Private Employment Agency Act, and the Personnel Services Regulations which include the Consulting Firm Regulations and Temporary Help Service Firm Regulations.

3.2 Respondent shall, within 30 days of the Effective Date, register with the Division as a Consulting Firm providing Temporary Help Service Firm, pursuant to N.J.A.C. 13:45B-5.1 and 13:45B-12.2.

3.3 Respondent shall have a continuing obligation to inform the Division of any change in or addition to its registration information within 30 days of that change or addition, in accordance with N.J.A.C. 13:45B-12.2(g).

3.4 Respondent shall not use any location other than its Primary Location for recruiting Applicants, including any other locations not disclosed in its application, unless it notifies the Division in writing before using that secondary location, in accordance with N.J.A.C. 13:45B-12.2(h).

4. SETTLEMENT PAYMENT

4.1 The Parties have agreed to a settlement of the Investigation in the amount of Two Thousand and 00/100 Dollars (\$2,000.00) (“Settlement Payment”), consisting of civil penalties pursuant to N.J.S.A. 34:8-61, N.J.S.A. 56:8-13, and N.J.A.C. 13:45B-12.4.

4.2 Respondent shall pay the Settlement Payment contemporaneously with the signing of the Consent Order due April 21, 2023.

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

Case Initiation and Tracking Unit
New Jersey Department of Law and Public Safety
Division of Consumer Affairs
124 Halsey Street
P.O. Box 45025
Newark, New Jersey 070101
Attention: Van Mallett, Supervisor

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.

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 the 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 the 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 among 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 for in this Consent Order, nothing herein 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 Respondent as well as its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, successors and assigns, and any Person 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 agreed to by the Parties and entered into for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Order nor any action taken hereunder shall constitute, or be construed as 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 the Respondent.

5.10 This Consent Order is not intended, and shall not 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 7) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

5.11 Unless otherwise prohibited by law, any signatures by the Parties required for filing 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. 47A-1 to -13.

6. REPRESENTATIONS AND WARRANTIES

6.1 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.

6.2 Respondent represents and warrants that it has fully read and understands this Consent Order, the legal consequences involved in signing the Consent Order, and that there are no other representations or agreements not stated in writing herein.

7. RELEASE

7.1 In consideration of the payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Respondent making the Settlement Payment in the manner referenced in Section 4, the Division hereby agrees to release Respondent from any and all civil claims or consumer-related administrative claims, to the extent permitted by State law, which the Division could have brought against Respondent for violations of the CFA, the Private Employment Agency Act, and the Personnel Services Regulations, which includes the Consulting Firm Regulations and Temporary Help Service Firm Regulations, prior to the Effective Date arising out of or concerning the Covered Claims (the "Released Claims").

7.2 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.

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 and/or the CFA, the Private Employment Agency Act, and the Personnel Services Regulations, which includes the Consulting Firm Regulations and Temporary Help Service Firm

Regulations, shall constitute a second or succeeding violation under N.J.S.A. 34:8-61 and N.J.S.A. 56:8-13 and that the Respondent 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 Respondent of its obligations 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.

10. NOTICES UNDER THIS CONSENT JUDGMENT

10.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Parties pursuant to this Consent Order shall be sent by the 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:

Assistant Deputy of Enforcement, Office of Consumer Protection
Division of Consumer Affairs, State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
124 Halsey Street – 7th Floor
P.O. Box 45028
Newark, New Jersey 07101

For the Respondent:

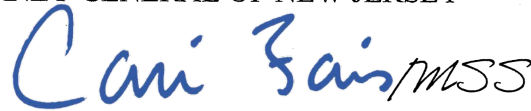
Edward T. Walsh, President
HW Temps LLC
274 Broadway
Taunton, MA 02780

Andrew Eisenberg, Respondent Counsel
Constangy, Brooks, Smith & Prophete, LLP
535 Boylston Street, Suite 902
Boston, MA 02116

IT IS ON THE 26th DAY OF July 2023 ORDERED.

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY

By:

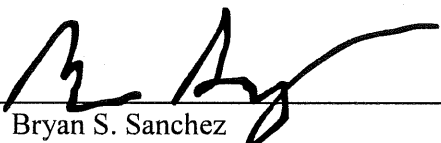
Cari Faiss/MSS

CARI FAIS, 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:

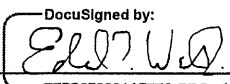
MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY

By: 
Bryan S. Sanchez
Deputy Attorney General
Consumer Fraud Prosecution Section
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

Dated: April 10, 2023

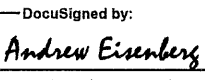
FOR RESPONDENT:

HW TEMPS, LLC

By: 
Edward T. Walsh, President
274 Broadway
Taunton, MA 02780

Dated: 4/6/2023, 2023

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

By: 
Andrew Eisenberg, Respondent Counsel
Constangy, Brooks, Smith & Prophete, LLP
535 Boylston Street, Suite 902
Boston, MA 02116

Dated: 4/10/2023, 2023