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ATTORNEY GENERAL OF NEW JERSEY
Division of Law
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Attorney for Division of Consumer Affairs

FILED

July 26 2023

Division of Consumer Affairs

By: James M. Greenberg
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

WORKFLEX, LLC d/b/a MVP STAFFING;
STUART NITZKIN, INDIVIDUALLY,

Respondents.

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 (“Personnel Services Regulations”), N.J.A.C. 13:45B-1.1 to -16.2, including the Regulations Governing Consulting Firms (“Consulting Firm Regulations”), N.J.A.C. 13:45B-5.1 to -5.3, and the Regulations Governing Temporary Help Service Firms (“Temporary Help Service Firm Regulations”), N.J.A.C. 13:45B-12.1 to -12.4 (hereinafter referred to as the “Investigation”), have been or are being committed by Workflex, LLC, d/b/a MVP Staffing, (“Workflex”), as well as by its owner, Stuart Nitzkin (“Nitzkin”) (collectively “Respondents”);

WHEREAS the Division alleges that Respondents operated four Primary Locations at 1751 Lake Cook Road, Suite 600, Deerfield, Illinois 60015, (“Deerfield Location”), 860 Elizabeth Avenue, Elizabeth, New Jersey 07201 (“Elizabeth Location”), 210 South Broad Street, Unit A, Trenton, New Jersey 08608 (“Trenton Location”), and 703 East Landis Avenue, Vineland, New Jersey 08360 (“Vineland Location”);

WHEREAS based on the Investigation, the Division alleges that Respondents operated as a Consulting Firm providing Temporary Help Services without registering all of its Primary Locations with the Division, as required by N.J.S.A 56:8-1.1(a) and N.J.A.C. 13:45B-12.1 to -12.4 (the “Covered Claims”);

WHEREAS, Nitzkin, was convicted of wire fraud on December 15, 2022 in the United States District Court for the Northern District of Illinois, Eastern Division in violation of 18 U.S.C. §1343 (“Conviction”);

WHEREAS, Nitzkin was released from federal custody on June 27, 2023 and remains on supervised released for a period of one year;

WHEREAS, Respondents disclosed Nitzkin’s Conviction to the Division, and Nitzkin continues to follow all of the requirements of his post-conviction sentencing;

WHEREAS, Respondents have worked cooperatively with the Division to resolve this matter;

WHEREAS on March 23, 2023, an Executive Conference was held between the Division and counsel for Respondents (collectively, “Parties”); and

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

Respondents 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 “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.”

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

2.8 “Temporary Help Services” shall mean employing individuals directly or indirectly for the purpose of assigning the employed individuals to assist the Temporary Help Service Firm’s customers in the handling of the customer’s temporary, excess or special workloads.

2.9 “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 Respondents shall not engage in any unfair or deceptive acts or practices in the conduct of their 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, the Personnel Services Regulations, the Consulting Firm Regulations, and/or the Temporary Help Services Regulations.

3.2 For a period of 24 months starting on the Effective Date, Nitzkin shall not directly engage in, operate or otherwise manage the New Jersey specific operations of any business or other entity in the State, whether registered with the Division or not, that Advertises, offers for Sale, Sells and/or performs Consulting Services. Notwithstanding the forgoing, Nitzkin shall not be prohibited from owning any business or other entity that Advertises, offers for Sale, Sells and/or performs Consulting Services in the State, or from engaging in, operating or otherwise managing the non-New Jersey specific operations of any business or other entity that Advertises, offers for Sale, Sells and/or performs Consulting Services in the State.

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

3.4 Workflex shall not use any location other than Workflex's Primary Locations for recruiting applicants, including any mobile 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 Eight Thousand and 00/100 Dollars (\$8,000.00) ("Settlement Payment").

4.2 The Settlement Payment consists of a civil penalty of Eight Thousand and 00/100 Dollars (\$8,000.00), 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.

4.3 Six Thousand and 00/100 Dollars (\$6,000.00) of the Settlement Payment shall be paid contemporaneously with the signing of the Consent Order due July 19, 2023.

4.4 The Settlement Payment referenced in Section 4.3 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, Lead Investigator

4.5 Upon making the Settlement Payment referenced in Section 4.3, 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 The balance of the Settlement Payment totaling Two Thousand and 00/100 Dollars (\$2,000.00) shall be suspended and automatically vacated (“Suspended Penalty”) at the expiration of one year from the Effective Date provided:

- a. Respondents sign and return this Consent Order by July 19, 2023;
- b. Respondents make the Settlement Payment as provided in Section 4.3;
- c. Respondents do not engage in any acts or practices in violation of the CFA, the Private Employment Agency Act, the Personnel Services Regulations, the Consulting Firm Regulations, or the Temporary Help Service Firm Regulations and otherwise adhere to the required and prohibited business practices set forth in Section 3.

4.7 In the event Respondents fail to comply with the requirements of Section 4.6, the Division shall provide them with notice seeking payment of the Suspended Penalty, as well as any unpaid portion of the Settlement Payment (“Notice of Noncompliance”). Respondents shall be afforded a 15-day period from receipt of such notice within which to cure any noncompliance (“Cure Period”). In the event that Respondents cure the noncompliance within the Cure Period, the Suspended Penalty shall return to its suspended status. In the event Respondents fail to cure the noncompliance within the Cure Period, the Division will file a Certificate of Debt for the balance of the Settlement Payment, if any, and the Suspended Penalty and/or may commence additional enforcement efforts and, if applicable, may enter a Provisional Order of Suspension or Revocation of Respondents’ license or registration issued by the Division.

4.8 In the event Respondents cure a noncompliance and then subsequently fail to comply with any of the requirements of Section 4.6 again, then, in lieu of issuing another Notice of Noncompliance, the Division may file a Certificate of Debt for the Suspended Penalty as well as any unpaid portion of the Settlement Payment, and/or may commence additional enforcement

efforts and, if applicable, may enter a Provisional Order of Suspension or Revocation of Respondents' license of registration issued by the Division.

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 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.

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 Respondents as well as its managers, agents, employees, successors and assigns, and any Person through which it may now or hereafter act, as well as any Person who has authority to control or who, in fact, controls and directs 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 shall constitute or be construed as: (a) an approval, sanction or authorization by the Division or any other governmental unit of the State of any act or practice of Respondents; or (b) an admission by Respondents that any of the acts or practices described in or prohibited by this Consent Order are unfair, or deceptive or violate the CFA, the Private Employment Agency Act, the Personnel Services Regulations, the Consulting Firm Regulations, or the Temporary Help Service Firm Regulations.

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 Respondents represent and warrant that they have fully read and understand 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 Respondents making the Settlement Payment in the manner referenced in Section 4, the Division hereby agrees to release Respondents 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 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 Respondents 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, the Personnel Services Regulations, and the Consulting Firm Regulations, and the 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 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 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 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 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 Respondents:

Gerald B. Borden, Esq.
Wiczer Sheldon & Jacobs, LLC
500 Skokie Blvd – Suite 325
Northbrook, Illinois, 60062

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: James M. Greenberg Dated: July 14, 2023
James M. Greenberg
Deputy Attorney General
Consumer Fraud Prosecution Section

124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

FOR RESPONDENTS:

WICZER SHELDON & JACOBS, LLC

By: *Elliot S. Wiczer*
Elliot S. Wiczer (Jul 13, 2023 13:46 CDT)
Elliot Wiczer, Esq.
Wiczer Sheldon & Jacobs, LLC
500 Skokie Blvd – Suite 325
Northbrook, Illinois, 60062

Dated: Jul 13, 2023, 2023

WORKFLEX, LLC

By: *Brad Sloan*
Brad Sloan, President
1751 Lake Cook Road – Suite 600
Deerfield, IL 60015

Dated: Jul 13, 2023, 2023

STUART NITZKIN, INDIVIDUALLY

By: *Stuart Nitzkin*
Stuart Nitzkin, Individually
1751 Lake Cook Road – Suite 600
Deerfield, IL 60015

Dated: Jul 13, 2023, 2023