

ANNE MILGRAM  
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**

JUN 30 2009

**Division of Consumer Affairs**

By: Jah-Juin Ho  
Deputy Attorney General  
(973) 877-1280

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

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In the Matter of :  
: Administrative Action  
:  
A ATLANTIC PLUS MOVING AND :  
STORAGE, INC. : CONSENT ORDER  
:  
:  
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\_\_\_\_\_:

**WHEREAS** this matter having been opened by the New Jersey Division of Consumer Affairs, Office of Consumer Protection (“Division”), as an investigation into whether violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”), the Public Movers and Warehousemen Licensing Act, N.J.S.A. 45:14D-1 et seq. (“Public Movers Licensing Act”) and the Regulations promulgated thereunder, N.J.A.C. 13:44D-1 et seq. (“Public Movers Regulations”), have been or are being committed by A Atlantic Plus Moving and Storage, Inc. (A. Atlantic Plus”) (hereinafter referred to as the “Investigation”); and

**WHEREAS** the Division and Respondent (collectively, the “Parties”) have reached an amicable agreement thereby resolving the issues in controversy and concluding this matter without the need for further action, and Respondent having voluntarily cooperated with the Investigation and without any admittance of liability or fault for any alleged wrongdoing and solely as a business

decision to avoid the cost and disruption of protracted litigation has consented to the entry of the within order (“Consent Order”) and for good cause,

IT IS on this 30<sup>th</sup> day of ~~February~~ <sup>June</sup>, 2009 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 “Additional Consumer” shall refer to any Consumer who submits to the Division directly or through another agency, after the Effective Date, a formal written Consumer complaint concerning Respondent’s services.

2.2 “Additional Consumer Complaint” and “Affected Consumer Complaint” shall refer to any complaint against Respondent by an Additional Consumer or Affected Consumer for alleged violations of the CFA, Public Movers Licensing Act, and/or the Public Movers Regulations.

2.3 “ADR Unit” shall refer to Alternative Dispute Resolution Unit of the Division.

2.4 “Advertise”, “Advertisement” or “Advertising” shall be defined in accordance with N.J.A.C. 13:44D-1.1.

2.5 “Affected Consumer” shall refer to any Consumer who directly or through another agency submitted to the Division up to the Effective Date a written Consumer complaint concerning Respondent’s services (as reflected in Exhibit A hereto), which complaint remains unresolved.

2.6 “Bill of Lading” shall be defined in accordance with N.J.A.C. 13:44D-1.1.

2.7 “Binding Estimate” shall be defined in accordance with N.J.A.C. 13:44D-1.1.

2.8 “Brochure” shall be defined in accordance with N.J.A.C. 13:44D-1.1.

2.9 “CALA” shall refer to Consumer Affairs Local Assistance offices located within counties and/or municipalities in the State.

2.10 “Consumer” shall be defined in accordance with N.J.A.C. 13:44D-1.1.

2.11 “Division” or “Division of Consumer Affairs” shall refer to the New Jersey Division of Consumer Affairs.

2.12 “Estimate” shall be defined in accordance with N.J.A.C. 13:44D-1.1.

2.13 “License” shall be defined in accordance with N.J.S.A. 45:14D-2(g).

2.14 “Mover’s Services” shall be defined in accordance with N.J.S.A. 45:14D-2(I).

2.15 “Order for Service” shall be defined in accordance with N.J.A.C. 13:44D-1.1.

2.16 “Person[s]” shall be defined in accordance with N.J.S.A. 45:14D-2(l).

2.17 “Place of Business” shall be defined in accordance with N.J.S.A. 45:14D-2(m).

2.18 “Property” shall be defined in accordance with N.J.S.A. 45:14D-2(n).

2.19 “Public Mover” shall be defined in accordance with N.J.S.A. 45:14D-2(p), for purpose of the Public Movers Licensing Act. “Public Mover” shall be defined in accordance with N.J.A.C. 13:44D-1.1, for purposes of the Public Movers Regulations.

2.20 “Consumer Settlement Amount” shall refer to all methods undertaken by Respondent to resolve Affected Consumer Complaints and Additional Consumer Complaints including, but not limited to, the issuance of credits or refunds and the reversal of credit card or debit card charges.

2.21 “State” shall refer to the State of New Jersey.

2.22 “Tariff” shall be defined in accordance with N.J.S.A. 45:14D-2(s), for purpose of the Public Movers Licensing Act. “Tariff” shall be defined in accordance with N.J.A.C. 13:44D-1.1, for purpose of the Public Movers Regulations.

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

3.1 Respondent shall not engage in any unfair or deceptive acts or practices in the conduct of their business in the State and shall comply with the CFA, the Public Movers Licensing Act and the Public Movers Regulations, as now constituted or as may hereinafter be amended.

3.2 Respondent shall file a Tariff semiannually with the Director, as required by N.J.S.A. 45:14D-14(a) and N.J.A.C. 13:44D-3.1(a).

3.3 Respondent shall not charge, demand, collect or receive compensation from Consumers for any Mover's Services that are not specified in their Tariff or greater than the compensation specified in their Tariff, in accordance with N.J.S.A. 45:14D-14(b) and N.J.A.C. 13:44D-3.1.

3.4 Prior to entering into a contract to render Mover's Services based on a non-binding Estimate, Respondent shall provide the Consumer with the Brochure entitled "Important Notice to Consumers Utilizing Public Movers" at least twenty-four (24) hours prior to the date of the move, as required by N.J.A.C. 13:44D-4.1(a).

3.5 Prior to entering into a contract to render Mover's Services based on a non-binding Estimate, Respondent shall perform a physical inspection of the premises and the Property to be moved and/or stored, as required by N.J.A.C. 13:44D-4.1(a)(2).

3.6 Prior to entering into a contract to render Mover's Services based on a non-binding Estimate, Respondent shall provide the Consumer with a fully completed written Estimate, signed by Respondent and the Consumer, after making a physical inspection of the premises and the Property, but at least twenty-four (24) hours prior to the date of the move, as required by N.J.A.C. 13:44D-4.1(a)(2).

3.7 When rendering Mover's Services based on a non-binding Estimate, Respondent shall

provide the Consumer with an Order for Service form at least twenty-four (24) hours prior to the date of the move, as required by N.J.A.C. 13:44D-4.1(b).

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

4.1 Within five (5) business days of receipt of a notarized general release, in the form attached as Exhibit B hereto, by Consumer Radko Chudacheck, Respondent shall make payment of One Hundred and 00/100 Dollars (\$100.00) to Consumer Radko Chudacheck. Respondent makes this payment as a business decision only, in the interest of customer service and without any admission of wrongdoing.

4.2 The Division shall notify Affected Consumers, in writing of the right to refer the Affected Consumer complaint to the ADR Unit for binding arbitration in the form attached as Exhibit C hereto.

4.3 The Division shall provide written notification to the Affected Consumer and Respondent of the referral of the Affected Consumer Complaint to the ADR Unit to reach a resolution of the Affected Consumer Complaint through binding arbitration. Respondent agrees herein to consent to this arbitration process and to be bound by the arbitrator's decision. Respondent further agrees to be bound by the immunity provisions of the New Jersey Arbitration Act, N.J.S.A. 2A:33B-14, and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. Thereafter, the arbitration shall proceed in accordance with the ADR Guidelines (a copy of which is attached as Exhibit D).

4.4 If Respondent fails or refuses to participate in the ADR program, the arbitrator may render a default against Respondent. Unless otherwise specified in the arbitration award, Respondent shall pay all arbitration awards within ten (10) days of the arbitrator's decision. Respondent's failure or refusal to participate in the arbitration process or to pay an arbitration award timely shall constitute a violation of this Consent Order.

4.5 If an Affected Consumer fails or refuses to participate or cooperate in the ADR program, that Affected Consumer Complaint shall be deemed closed for purposes of this Consent Order.

4.6 Respondent agrees to complete all proceedings relating to the arbitration of all Affected Consumer Complaints within three (3) months of the commencement of such proceedings.

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

## **5. SETTLEMENT PAYMENT**

5.1 The Parties have agreed to a settlement in the amount of Five Thousand Three Hundred Twenty Three and 50/100 Dollars (\$5,323.50) (the "Settlement Payment").

5.2 The Settlement Payment comprises of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) in civil penalties, pursuant to N.J.S.A. 45:14D-16, N.J.S.A. 45:14D-20, N.J.S.A. 45:14D-21 and N.J.S.A. 56:8-13, and Eight Hundred Twenty-Three and 50/100 Dollars (\$823.50) as reimbursement for the Division's attorneys' fees and investigative costs, pursuant to N.J.S.A. 45:14D-16, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19.

5.3 Respondent shall pay the Settlement Payment referenced in Section 5.1, according to the following payment schedule:

- a. Within thirty (30) days of the Effective Date, Respondent shall make a payment of Five Hundred Thirty-Two and 35/100 Dollars (\$532.35); and
- b. Thereafter, on the 1st of every month until paid in full, Respondent shall make a payment of Five Hundred Thirty-Two and 35/100 Dollars (\$532.35).

5.4 The Settlement Payment shall be made by certified or cashier's check postal money order or official bank check made payable to the "New Jersey Division of Consumer Affairs" and forwarded to the undersigned:

Attention: Supervisor  
Case Management Tracking  
New Jersey Department of Law and Public Safety  
Division of Consumer Affairs  
124 Halsey Street - 7th Floor  
P.O. Box 45025  
Newark, New Jersey 07101

5.5 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. GENERAL PROVISIONS**

6.1 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.

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

6.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Order and the rule that uncertainty or ambiguity is to construed against the drafter shall not apply to the construction or interpretation of this Consent Order.

6.4 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 Division and Respondent.

6.5 Except as otherwise explicitly provided 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.

6.6 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.

6.7 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.

6.8 This Consent Order is entered into by the Parties for settlement purposes only without any admittance of fault or liability and as a business decision on behalf of respondent to avoid the cost and expense of protracted litigation. Neither the fact of, nor any provision contained in this Consent Order shall 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 Respondent; or (b) an admission by Respondent that any of their acts or practices described in or prohibited by this Consent Order are unfair or deceptive or violate the CFA, the Public Movers Licensing Act, and/or the Public Movers Regulations.

6.9 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.

## **7. RELEASE**

7.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Respondent making the payments in the manner specified in Sections 4 and 5, 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 prior to the Effective Date against Respondent for violations of the Public Movers Licensing Act, the Public Movers Regulations and the CFA arising

out of the Investigation, as well as the matters specifically addressed in this Consent Order (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. FORBEARANCE ON EXECUTION AND DEFAULT**

8.1 Respondent agrees to pay all reasonable attorneys’ fees and costs including, but not limited to, Court costs, associated with any successful collection efforts by the Division pursuant to this Consent Order if there is a judicial determination that Respondent defaulted on the terms and conditions of this Consent Order.

8.2 Respondent agrees that if it defaults on making the payment under Section 5 or in the event they fail to make any Restitution payments under Sections 4, the Division shall be able to seek any remedies available at law including, but not limited to, statutory interest.

8.3 Respondent further agrees that if it defaults on making the payments under this Consent Order, the Division may revoke Respondent’s License to operate as a Public Mover.

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

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

9.2 The Parties agree that any future violations by Respondent of the injunctive provisions of this Consent Order, the Public Movers Licensing Act, the Public Movers Regulations and/or the CFA shall constitute a second or succeeding violation pursuant to N.J.S.A. 56:8-13 and that Respondent may be subjected to enhanced penalties, as provided therein, upon a Court’s finding

that Respondent has committed a violation of the Consent Order, the Public Movers Licensing Act, the Public Movers Regulations and/or the CFA.

#### **10. COMPLIANCE WITH ALL LAWS**

- 10.1 Except as provided in this Consent Order, no provision shall be construed as:
- (a) Relieving Respondent of their 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 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 CONSENT ORDER**

11.1 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 Division:

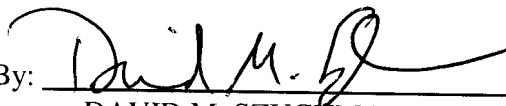
Jah-Juin Ho, Deputy Attorney General  
State of New Jersey  
Office of the Attorney General  
Consumer Fraud Prosecution Section  
Division of Law  
124 Halsey Street- 5th Floor  
P.O. Box 45029  
Newark, New Jersey 07101

For the Respondent:

Donna Russo, Esq.  
Russo & Russo  
46 Dunbar Street  
Chatham, New Jersey 07928-2206

IT IS ON THE 30<sup>th</sup> DAY OF JUNE, 2009 SO ORDERED.

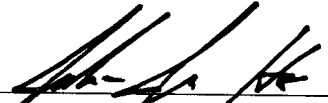
ANNE MILGRAM  
ATTORNEY GENERAL OF NEW JERSEY

By:   
DAVID M. SZUCHMAN, DIRECTOR  
DIVISION OF CONSUMER AFFAIRS

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

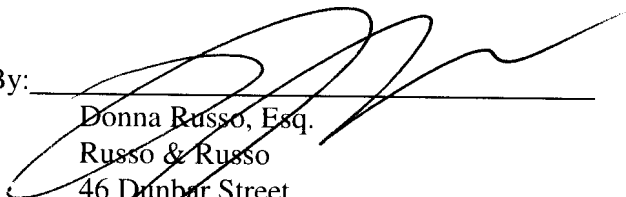
FOR THE DIVISION:

ANNE MILGRAM  
ATTORNEY GENERAL OF NEW JERSEY

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

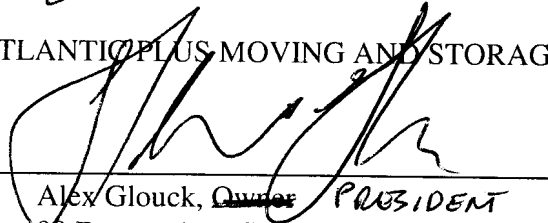
Dated: June 30, 2009

FOR THE RESPONDENT:

By:   
Donna Russo, Esq.  
Russo & Russo  
46 Dunbar Street  
Chatham, New Jersey 07928-2206

Dated: 5/4/09, 2009

A ATLANTIC PLUS MOVING AND STORAGE, INC.

By:   
Alex Glouck, ~~Owner~~ **PRESIDENT**  
90 Dayton Ave, Ste 21 Bldg 7B  
Passaic, New Jersey 07055

Dated: 5/4/09, 2009