

JENNIFER DAVENPORT
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

May 15 2026

Division of Consumer Affairs

By: Monica E. Finke
Deputy Attorney General
(609) 696-5363

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

In the Matter of

Administrative Action

King Distribution LLC, et al.

CONSENT ORDER

Respondents.

WHEREAS this matter having been opened by the New Jersey Division of Consumer Affairs, Office of Consumer Protection (“Division”), as an investigation to ascertain whether violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -233 (“CFA”), (hereinafter referred to as the “Investigation”), have been or are being committed by Amigo Smoke Shop II LLC; Amigo Smoke Shop III LLC; Amigo Smoke Shop V LLC; Amigo Smoke Shop VI LLC; Amigo Smoke Shop VII LLC; Amigo Smoke Shop IX LLC; Blue Smoke Shop LLC; City Smoke Shop LLC; City Smoke Shop II LLC; City Smoke Shop III LLC; City Smoke Shop IV LLC; King Smoke Shop I LLC; King Smoke Shop II LLC; Magma Smoke Shop I LLC; Magma Smoke Shop II LLC; Magma Smoke Shop IV LLC; Xtra Smoke Shop LLC (“Retailer Respondents”); and King Distribution

LLC; as well as by their owners, officers, directors, managers, employees, representatives, and/or agents (collectively, “Respondents”);

WHEREAS N.J.S.A. 2A:170-51.12(a) states that “[n]o retailer, either directly or indirectly by an agent or employee, or by a vending machine owned by the retailer or located in the retailer’s establishment, shall sell, offer for sale, distribute for commercial purpose at no cost or minimal cost or with coupons or rebate offers, give or furnish, to a person any vapor product that has a characterizing flavor”;

WHEREAS the CFA, specifically N.J.S.A. 56:8-4(b), states that “[i]n an action brought by the Attorney General, any commercial practice that violates State or federal law is conclusively presumed to be an unlawful practice under [N.J.S.A. 56:8-2]”;

WHEREAS Amigo Smoke Shop II LLC, with a main business address of 6113 Bergenline Avenue, West New York, New Jersey 07093; Amigo Smoke Shop III LLC, with a main business address of 3800 Bergeline Avenue, Union City, New Jersey 07087; Amigo Smoke Shop V LLC, with a main business address of 426 32nd Street, Union City, New Jersey 07087; Amigo Smoke Shop VI LLC, with a main business address of 653 Anderson Avenue, Cliffside Park, New Jersey 07010; Amigo Smoke Shop VII LLC, with a main business address of 2300 Bergenline Avenue, Union City, New Jersey 07087; Amigo Smoke Shop IX LLC, 4419 Bergenline Avenue, Union City, New Jersey 07087; Blue Smoke Shop LLC, with a main business address of 861 Main Street, Paterson, New Jersey 07503; City Smoke Shop LLC, with a main business address of 1134 Main Street, Paterson, New Jersey 07503; City Smoke Shop II LLC, with a main business address of 881 Main Avenue, Store 1, Passaic, New Jersey 07055; City Smoke Shop III LLC, with a main business address of 191 N 5th Street, Saddle Brook, New Jersey 07663; City Smoke Shop IV LLC, with a main business address of 199 W

Broadway, Paterson, New Jersey 07522; King Smoke Shop I LLC, with a main business address of 1487 NJ-23, Wayne, New Jersey 07470; King Smoke Shop II LLC, with a main business address of 44 Lexington Avenue, Passaic, New Jersey 07055; Magma Smoke Shop I LLC, 684 Main Street, Paterson, New Jersey 07503; Magma Smoke Shop II LLC, 29 Bloomfield Avenue, Bloomfield, New Jersey 07003; Magma Smoke Shop IV LLC, with a main business address of 475 Franklin Avenue, Nutley, New Jersey 07110; and Xtra Smoke Shop LLC, with a main business address of 1090 Main Street, Store 104, Paterson, New Jersey 07503, are engaged in the offer for Sale and Sale of Merchandise to Consumers in the State;

WHEREAS based on the Investigation, the Division, among other things, alleges that: (1) Retailer Respondents offered for Sale and Sold Vapor Products that have Characterizing Flavors to Consumers in the State; and (2) King Distribution LLC Sold and Distributed Vapor Products that have Characterizing Flavors to Retailer Respondents (the “Covered Claims”);

WHEREAS the Division and Respondents (collectively, “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”) without having admitted any fact or violation of law, and for good cause shown:

IT IS ORDERED AND AGREED as follows:

1. EFFECTIVE DATE

1.1 This Consent Order is 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 “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.

2.2 “Characterizing Flavor” shall be defined in accordance with N.J.S.A. 2A:170-51.12(e).

2.3 “Consumer[s]” shall refer to any Person, defined in accordance with N.J.S.A. 56:8-1(d), who is offered Merchandise, defined in accordance with N.J.S.A. 56:8-1(c), for Sale, defined in accordance with N.J.S.A. 56:8-1(e).

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

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

2.6 “Sale” shall be defined in accordance with N.J.S.A. 56:8-1(e). The definition applies to other forms of the word “Sale,” including “Sell.”

2.7 “State” and “New Jersey” shall mean the State of New Jersey.

2.8 “Vapor Product” shall be defined in accordance with N.J.S.A. 2A:170-51.12(e).

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 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, the PACT Act, and N.J.S.A. 2A:170-51.12.

3.2 Retailer Respondents shall not Sell, offer for Sale, or distribute to any Person any Vapor Product that has a Characterizing Flavor.

3.3 King Distribution LLC shall not Sell, offer for Sale, or distribute to any New Jersey retailer, including Retailer Respondents, any Vapor Product that has a Characterizing Flavor.

3.4 King Distribution LLC shall maintain true, accurate, and complete Sales records for any Sale of any Vapor Product that has a Characterizing Flavor. Such records shall contain, at a minimum: the purchaser's name and address; complete product descriptions of any Vapor Products Sold, including descriptions of any Characterizing Flavors; the unit price of the Vapor Products; and the total price of the Sale.

3.5 Contemporaneously with any Sale of any Vapor Product that has a Characterizing Flavor, King Distribution LLC shall provide clear and conspicuous notification that the retail sale of any Vapor Product that has a Characterizing Flavor in New Jersey is prohibited ("Notification Regarding Prohibited Retail Sales"). Such Notification Regarding Prohibited Retail Sales shall be substantially similar to that attached hereto as Exhibit A. King Distribution LLC shall have thirty (30) days from the Effective Date to comply with the requirements contained in this paragraph.

3.6 King Distribution LLC shall maintain true, accurate, and complete copies of all Notifications Regarding Prohibited Retail Sales along with all Sales records for any Sale of any Vapor Product that has a Characterizing Flavor. King Distribution LLC shall retain the documents and records identified in this paragraph for a minimum period of five (5) years.

3.7 No individual or entity that directly or indirectly owns or controls King Distribution LLC and/or Retailer Respondents, including their signatories to this Consent Order shall Sell, offer for Sale, or distribute to any Consumer in the State any Vapor Product

that has a Characterizing Flavor. For avoidance of doubt, for the purposes of this provision, Consumers do not include Persons purchasing Vapor Products that have a Characterizing Flavor for resale outside of the State.

3.8 Respondents, including their signatories to this Consent Order, shall not incorporate, own, operate, and/or be a member of any entity that Sells or offers for Sale any Vapor Products that have Characterizing Flavors to Consumers in the State. For avoidance of doubt, for the purposes of this provision, Consumers do not include Persons purchasing Vapor Products that have a Characterizing Flavor for resale outside of the State.

3.9 Within sixty (60) days of the Effective Date of this Consent Order and continuing thereafter for a period of five (5) years, Respondents, including their signatories to this Consent Order, shall submit an annual disclosure to the Division identifying all businesses engaged in the offer for Sale and/or Sale of Vapor Products in New Jersey that were owned, operated, and/or managed by Respondents, in whole or in part, within the preceding twelve months. Such identification shall include the business name, address, and principals.

3.10 Respondents agree that nothing herein shall preclude the Division from performing future unannounced inspections and/or requesting Sales records for purposes of monitoring compliance with the terms of this Consent Order.

4. SETTLEMENT AMOUNT

4.1 The Parties have agreed to a settlement of the Investigation in the amount of One Hundred Twenty Two Thousand Two Hundred Seventy Nine and 10/100 Dollars (\$122,279.10) ("Settlement Amount").

4.2 The Settlement Amount consists of a civil penalty in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00), pursuant to N.J.S.A. 56:8-13, and investigative

costs in the amount of Twenty Two Thousand Two Hundred Seventy Nine and 10/100 Dollars (\$22,279.10), pursuant to N.J.S.A. 56:8-11.

4.3 The Settlement Amount shall be paid contemporaneously with the signing of this Consent Order, due on or before May 8, 2026.

4.4 The Settlement Amount shall be paid by certified check, cashier's check, money order, credit card or wire transfer payable to the "New Jersey Division of Consumer Affairs" and forwarded to:

Case Management and Tracking Unit
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
Attention: Van Mallett, Lead Investigator

4.5 Upon paying the Settlement Amount referenced in Section 4.3, Respondents shall immediately be fully divested of any interest in, or ownership of, the moneys paid. All interest in the moneys, 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 of 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 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 their managers, agents, employees, successors and assigns, and any Person through which they may now or hereafter act, as well as any Person who has authority to control or who, in fact, controls and directs their 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 unlawful or unconscionable, or violate the CFA.

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 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. 47:1A-1 to -13.

6. REPRESENTATION AND WARRANTIES

6.1 The Parties represent and warrant 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.

7. RELEASE

7.1 In consideration of the payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Respondents paying the Settlement Amount in the manner specified 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 against Respondents arising out of or concerning the Covered Claims (“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 Section 3 of this Consent Order or the CFA shall constitute a second or succeeding violation pursuant to N.J.S.A. 56:8-13 and that 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 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 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 ORDER

10.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Division or Respondents pursuant to this Consent Order 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, and simultaneously via electronic mail. The notices and/or documents shall be sent to the following addresses:

For the Division:

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

For Respondents:

Ryan M. Magee, Esq.
McCarter & English, LLP
Four Gateway Center
100 Mulberry Street
Newark, New Jersey 07102
rmagee@mccarter.com
Counsel for Respondents

Fadi Salim, Principal
King Distribution, LLC
120 Brighton Road, Suite 3
Clifton, New Jersey 07012

Fadi Salim, Principal
Amigo Smoke Shop II LLC
6113 Bergenline Avenue
West New York, New Jersey 07093

Fadi Salim, Principal
Amigo Smoke Shop III LLC
3800 Bergenline Avenue
Union City, New Jersey 07087

Fadi Salim, Principal
Amigo Smoke Shop V LLC
426 32nd Street
Union City, New Jersey 07087

Fadi Salim, Principal
Amigo Smoke Shop VI LLC
653 Anderson Avenue
Cliffside Park, New Jersey 07010

Fadi Salim, Principal
Amigo Smoke Shop VII LLC
2300 Bergenline Avenue
Union City, New Jersey 07087

Fadi Salim, Principal
Amigo Smoke Shop IX LLC
4419 Bergenline Avenue
Union City, New Jersey 07087

Fadi Salim, Principal
Blue Smoke Shop LLC
861 Main Street
Paterson, New Jersey 07503

Marah Aldaboul, Principal
City Smoke Shop LLC
1134 Main Street
Paterson, New Jersey 07503

Marah Aldaboul, Principal
City Smoke Shop II LLC
881 Main Avenue, Store 1
Passaic, New Jersey 07055

Marah Aldaboul, Principal
City Smoke Shop III LLC
191 N 19th Street
Saddle Brook, New Jersey 07663

Marah Aldaboul, Principal
City Smoke Shop IV LLC
199 W Broadway
Paterson, New Jersey 07522

Fadi Salim, Principal
King Smoke Shop I LLC
1487 NJ-23
Wayne, New Jersey 07470

Fadi Salim, Principal
King Smoke Shop II LLC
44 Lexington Avenue
Passaic, New Jersey 07055

Fadi Salim, Principal
Magma Smoke Shop I LLC
684 Main Street
Paterson, New Jersey 07503

Fadi Salim, Principal
Magma Smoke Shop II LLC
29 Bloomfield Avenue
Bloomfield, New Jersey 07003

Fadi Salim, Principal
Magma Smoke Shop IV LLC
475 Franklin Avenue
Nutley, New Jersey 07110

Fadi Salim, Principal
Xtra Smoke Shop LLC
1090 Main Street, Store 104
Paterson, New Jersey 07503

IT IS ON THE 15th DAY OF May, 2026 SO ORDERED.

JENNIFER DAVENPORT
ATTORNEY GENERAL OF NEW JERSEY

By: 

JEREMY E. HOLLANDER, ACTING DIRECTOR
DIVISION OF CONSUMER AFFAIRS

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

FOR THE DIVISION:

JENNIFER DAVENPORT
ATTORNEY GENERAL OF NEW JERSEY

By: Monica E. Finke

Monica E. Finke
Deputy Attorney General
Consumer Fraud Prosecution Section

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

Dated: May 8, 2026

FOR RESPONDENTS:

MCCARTER & ENGLISH, LLP

By: Ryan M. Magee

Ryan M. Magee, Esq.
McCarter & English, LLP
Counsel for Respondents

Four Gateway Center
100 Mulberry Street
Newark, New Jersey 07102

Dated: MAY 8, 2026

KING DISTRIBUTION LLC

By: Fadi Salim

Fadi Salim, Principal
King Distribution LLC

120 Brighton Road, Suite 3
Clifton, New Jersey 07012

Dated: 5-8, 2026

AMIGO SMOKE SHOP II LLC

By: Fadi Salim

Fadi Salim, Principal
Amigo Smoke Shop II LLC

6113 Bergenline Avenue
West New York, New Jersey 07093

Dated: 5-8, 2026

AMIGO SMOKE SHOP III LLC

By: Fadi Salim

Fadi Salim, Principal
Amigo Smoke Shop III LLC

3800 Bergenline Avenue
Union City, New Jersey 07087

Dated: 5-8, 2026

AMIGO SMOKE SHOP V LLC

By: Fadi Salim

Fadi Salim, Principal
Amigo Smoke Shop V LLC

426 32nd Street
Union City, New Jersey 07087

Dated: 5-8, 2026

AMIGO SMOKE SHOP VI LLC

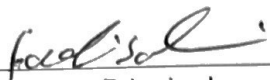
By: Fadi Salim

Fadi Salim, Principal
Amigo Smoke Shop VI LLC

653 Anderson Avenue
Cliffside Park, New Jersey 07010

Dated: 5-8, 2026

AMIGO SMOKE SHOP VII LLC

By: 
Fadi Salim, Principal
Amigo Smoke Shop VII LLC

2300 Bergenline Avenue
Union City, New Jersey 07087

Dated: 5-8, 2026

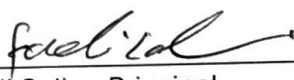
AMIGO SMOKE SHOP IX LLC

By: 
Fadi Salim, Principal
Amigo Smoke Shop IX LLC

4419 Bergenline Avenue
Union City, New Jersey 07087

Dated: 5-8, 2026

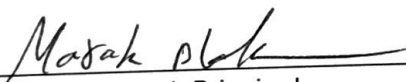
BLUE SMOKE SHOP LLC

By: 
Fadi Salim, Principal
Blue Smoke Shop LLC

861 Main Street
Paterson, New Jersey 07503

Dated: 5-8, 2026

CITY SMOKE SHOP LLC

By: 
Marah Aldaboul, Principal
City Smoke Shop LLC

1134 Main Street
Paterson, New Jersey 07503

Dated: 5-8, 2026

CITY SMOKE SHOP II LLC

By: Marah Aldaboul
Marah Aldaboul, Principal
City Smoke Shop II LLC

881 Main Avenue, Store 1
Passaic, New Jersey 07055

Dated: 5-8, 2026

CITY SMOKE SHOP III LLC

By: Marah Aldaboul
Marah Aldaboul, Principal
City Smoke Shop III LLC

191 N 19th Street
Saddle Brook, New Jersey 07663

Dated: 5-8, 2026

CITY SMOKE SHOP IV LLC

By: Marah Aldaboul
Marah Aldaboul, Principal
City Smoke Shop IV LLC

199 W Broadway
Paterson, New Jersey 07522

Dated: 5-8, 2026

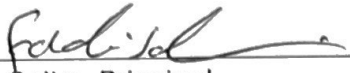
KING SMOKE SHOP I LLC

By: Fadi Salim
Fadi Salim, Principal
King Smoke Shop I LLC

1487 NJ-23
Wayne, New Jersey 07470

Dated: 5-8, 2026

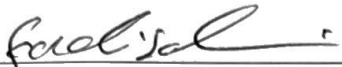
KING SMOKE SHOP II LLC

By: 
Fadi Salim, Principal
King Smoke Shop II LLC

44 Lexington Avenue
Passaic, New Jersey 07055

Dated: 5-8, 2026

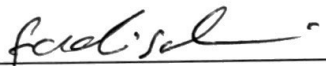
MAGMA SMOKE SHOP I LLC

By: 
Fadi Salim, Principal
Magma Smoke Shop I LLC

684 Main Street
Paterson, New Jersey 07503

Dated: 5-8, 2026

MAGMA SMOKE SHOP II LLC

By: 
Fadi Salim, Principal
Magma Smoke Shop II LLC

29 Bloomfield Avenue
Bloomfield, New Jersey 07003

Dated: 5-8, 2026

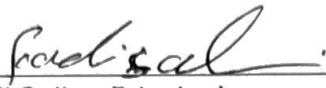
MAGMA SMOKE SHOP IV LLC

By: 
Fadi Salim, Principal
Magma Smoke Shop IV LLC

475 Franklin Avenue
Nutley, New Jersey 07110

Dated: 5-8, 2026

XTRA SMOKE SHOP LLC

By: 

Fadi Salim, Principal
Xtra Smoke Shop LLC

Dated: 5-8, 2026

1090 Main Street, Store 104
Paterson, New Jersey 07503

EXHIBIT A

Notification Regarding Prohibited Retail Sales

NOTICE: New Jersey law prohibits the retail sale of flavored vapor products to consumers in New Jersey. By purchasing or accepting delivery of flavored vapor products from King Distribution LLC, Purchaser acknowledges that it is aware of and understands the New Jersey prohibition described above and agrees that it will not sell, offer for sale, distribute, or otherwise provide flavored vapor products to retail consumers in the State of New Jersey in violation of applicable law. Purchaser further agrees that it is solely responsible for compliance with all applicable federal, state, and local laws governing the resale or distribution of such products.