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BURLINGTON COUNTY

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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
BURLINGTON COUNTY
DOCKET NO.: BUR-C-037-10

PAULA T. DOW, Attorney General of the State of
New Jersey, and SHARON M. JOYCE, Acting
Director of the New Jersey Division of Consumer
Affairs,

Plaintiffs,

v.

WILLIAMS ASPHALT MATERIALS, L.L.C.
a/k/a WILLIAMS ASPHALT PAVING,
WILLIAMS ASPHALT PAVING &
EXCAVATING, WILLIAMS PAVING &
EXCAVATING, WILLIAMS PAVING and/or
WILLIAMS PAVING ASPHALT
CONTRACTING, JANE and JOHN DOES 1-10,
individually and as owners, officers, directors,
shareholders, founders, managers, agents,
servants, employees, representatives and/or
independent contractors of WILLIAMS
ASPHALT MATERIALS, L.L.C. a/k/a
WILLIAMS ASPHALT PAVING, WILLIAMS
ASPHALT PAVING & EXCAVATING,
WILLIAMS PAVING & EXCAVATING,
WILLIAMS PAVING and/or WILLIAMS
PAVING ASPHALT CONTRACTING and XYZ
CORPORATIONS 1-10,

Defendants.

Civil Action

COMPLAINT

Plaintiffs Paula T. Dow, Attorney General of the State of New Jersey ("Attorney General"), with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey, and Sharon M. Joyce, Acting Director of the New Jersey Division of Consumer Affairs ("Director"), with offices located at 124 Halsey Street, Seventh Floor, Newark, New Jersey, by way of Complaint state:

PRELIMINARY STATEMENT

1. The pavement of a driveway is a significant home improvement, and the average consumer possesses neither the expertise nor the equipment to perform such work. As a result, the majority of consumers who have their driveways paved must rely on individuals and/or companies that specialize in such home improvements. In addition, this particular type of home improvement may very well cost thousands of dollars, dependant upon the size of the driveway and the materials used.

2. At all relevant times, defendant Williams Asphalt Materials, L.L.C. a/k/a Williams Asphalt Paving, Williams Asphalt Paving & Excavating, Williams Paving & Excavating, Williams Paving and/or Williams Paving Asphalt ("Defendant") was engaged in the solicitation and sale of paving work to consumers in the State of New Jersey ("State"). In so doing, Defendant engaged in deceptive practices in violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), as well as related statutes and regulations. Among other things, Defendant lured consumers into contracts for paving work based upon misrepresentations that such work would be done at discounted prices and/or such work was guaranteed. Consumers who contracted with and paid significant amounts of money to Defendant were left with driveways that were paved in a substandard manner and/or with substandard materials. In view of these circumstances, the Attorney General and Director commence this action to halt Defendant's deceptive business practices.

PARTIES AND JURISDICTION

3. The Attorney General is charged with the responsibility of enforcing the CFA, N.J.S.A. 56:8-1 et seq., the Contractors' Registration Act, N.J.S.A. 56:8-136 et seq., and the regulations promulgated thereunder, specifically the Regulations Governing Contractor Registration, N.J.A.C. 13:45A-17.1 et seq. ("Contractor Registration Regulations"), and the Regulations Governing Home Improvement Practices, N.J.A.C. 13:45A-16.1 et seq. ("Home Improvement Regulations"). The Director is charged with the responsibility of administering the CFA, the Contractors' Registration Act, the Contractor Registration Regulations and the Home Improvement Regulations on behalf of the Attorney General.

4. By this action, the Attorney General and the Director (collectively, "Plaintiffs") seek injunctive relief and other relief for violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations and the Home Improvement Regulations. Plaintiffs bring this action pursuant to their authority under the CFA, specifically N.J.S.A. 56:8-8, 56:8-11, 56:8-13 and 56:8-19. Venue is proper in Burlington County, pursuant to R. 4:3-2, because it is a county in which the Defendant has maintained a business address and otherwise conducted business.

5. Defendant Williams Asphalt Materials, L.L.C. ("WAM LLC") is a limited liability corporation established in the State on May 23, 2006. At all relevant times, WAM LLC has maintained business and mailing addresses of 222 South 12th Street, Millville, New Jersey 08332, 214 Lakehurst Road, P.O. Box 119, Browns Mills, New Jersey 08105 and 69 Gravel Road, Freehold, New Jersey 07728. The registered agent in the State for WAM LLC is Bertha Williams, who maintains a mailing address of 242 Flanders Netcong Road, Flanders, New Jersey 07836.

6. Upon information and belief, at all relevant times, WAM LLC has conducted business under the following names: Williams Asphalt Paving, Williams Asphalt Paving & Excavating, Williams Paving & Excavating, Williams Paving and Williams Paving Asphalt Contracting.

7. Williams Paving was registered as a trade name with the State on October 18, 2000.

8. Upon information and belief, John and Jane Does 1 through 10 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, managers, agents, servants, employees, and/or representatives of Defendant who have been involved in the conduct that gives rise to this Complaint, but are heretofore unknown to Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

9. Upon information and belief, XYZ Corporations 1 through 10 are fictitious corporations meant to represent any additional corporations who have been involved in the conduct that gives rise to the Complaint, but are heretofore unknown to Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

10. Since at least May 2006, Defendant has been engaged in the business of performing home improvements in the State, specifically, the pavement of driveways.

11. Since at least May 2006, Defendant has entered into home improvement contracts with consumers in this State to perform home improvements, specifically, the pavement of driveways.

12. On or about May 31, 2007, WAM LLC submitted a Home Improvement Contractor Application for Initial Registration ("HIC Registration Application") to the New Jersey Division of Consumer Affairs ("Division").

13. The HIC Registration Application submitted on behalf of WAM LLC identified Henry Williams as the owner, with an address of 242 Flanders Netcong Road, Flanders, New Jersey 07836.

14. The HIC Registration Application submitted on behalf of WAM LLC listed "Henry Williams" as "other names under which the applicant does business."

15. The HIC Registration Application submitted on behalf of WAM LLC failed to include additional names used by WAM LLC such as Williams Asphalt Paving, Williams Asphalt Paving & Excavating, Williams Paving & Excavating, Williams Paving and Williams Paving Asphalt Contracting.

16. On April 22, 2008, the Division registered WAM LLC as a home improvement contractor.

17. At all relevant times, Defendant solicited business by driving up to consumers' home in a truck.

18. At all relevant times, Defendant solicited business by approaching consumers on their property and inquiring if the consumers would like their driveway paved.

19. At all relevant times, Defendant told consumers that Defendant had just completed a paving job in the area and had remaining asphalt materials, and offered to pave the consumers' driveways for a discounted price.

20. At all relevant times, Defendant completed the paving work in one (1) day, and accepted payment upon completion of work.

21. At varying times, Defendant completed the work at night and consumers were not able to inspect the work until the following day.

22. At varying times, consumers made payments by check to "S. Williams," as instructed on the home improvement contract.

23. At all relevant times, Defendant provided consumers with contracts that listed addresses of: 214 Lakehurst Road, Browns Mills, New Jersey 08105 and 214 Lakehurst Road, P.O. Box 119, Brown Mills, New Jersey 08105.

24. At all relevant times, Defendant provided some consumers with a home improvement contract that did not include a business address.

25. At all relevant times, Defendant provided consumers with a home improvement contract that did not include a date for the commencement and/or completion of the work.

26. At varying times, Defendants provided consumers with a home improvement contract that failed to set forth a description of the work to be done and/or the principal products and materials to be used or installed in the pavement of their driveways.

27. At all relevant times, Defendant failed to sign the home improvement contract provided to consumers.

28. At varying times, Defendant used three (3) home improvement contracts, each of which included a different warranty.

29. The first warranty stated:

Williams Paving guarantees work stated above against cracking, settling, and defective material. Williams Paving cannot be responsible for weed growth, tire marks, damage from sharp objects or oil spills. Guarantee does not apply to gravel driveways. Any bad, broken areas patched free of charge for one year. Areas patched only. Driveways will not be torn out or resurfaced.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.

All thickness to be interpreted as average. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

30. The second warranty stated:

All work warranted for one year. We guarantee satisfaction upon completion. Any bad, broke areas patched free of charge for 1 year. Areas patched only. Driveways will not be torn out or resurfaced. No guarantee against vegetation, tire marks or puddles due to difficult grades. Customer is responsible for all permits.

31. The third warranty stated:

All materials guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance-80% water drainage and no guarantee against any vegetation or fungus growth. No guarantee against undermining. No guarantee against separation of asphalt due to soft ground. No guarantee against showing of strong agarate in asphalt due to blend of material. No guarantee against showing of seam due to blend of material. Warranty is void if anyone other than Williams Asphalt seals the driveway.

32. At varying times, Defendant as used the following telephone numbers: (609)-893-0004; (800) 730-8139; (732) 995-6581; and/or (732) 214-2765.

33. At varying times, consumers' driveways exhibited a number of problems shortly after Defendant completed the pavement job. Such problems include, but are not limited to the following: cracking, crumbling, washing away of asphalt; erosion of asphalt and formation of holes in the

driveway; pooling and retention of water; uneven driveway surface; pavement not setting; flooding; and/or thickness of the asphalt less than what was promised in the contract.

34. At all relevant times, consumers who experienced problems with their driveways attempted to contact Defendant in order to have their driveway repaired.

35. At varying times, Defendant failed to respond to consumers' requests for repairs.

36. At varying times, Defendant failed to honor the warranties provided as part of the home improvement contract.

37. At varying times, Defendant failed to respond to consumer complaints, inquiries and requests for refunds.

COUNT I

VIOLATION OF THE CFA BY DEFENDANT (UNCONSCIONABLE COMMERCIAL PRACTICES)

38. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 37 above as if more fully set forth herein.

39. The CFA, N.J.S.A. 56:8-2, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby...

[N.J.S.A. 56:8-2.]

40. At all relevant times, Defendant has been engaged in the advertisement and sale of merchandise within the meaning of N.J.S.A. 56:8-1(c), specifically paving work.

41. In the operation of its business, Defendant has engaged in the use of unconscionable commercial practices, false promises, misrepresentations and/or the knowing concealment, suppression or omission of material facts.

42. Defendant has engaged in unconscionable commercial practices including, but not limited to, the following:

- a. Failing to perform the work specified in a consumer's home improvement contract;
- b. Failing to honor warranties provided in a consumer's home improvement contract;
- c. Performing paving work of poor or sub-standard quality and then failing to make the necessary repairs;
- d. Commencing paving work without authorization from the consumer in order to pressure the consumer into entering into a home improvement contract;
- e. Failing to provide consumers with a copy of all guarantees or warranties at the time Defendant presented a price for the paving work;
- f. Requiring consumers to pay more than the agreed upon price after the commencement of the paving work;
- g. Requiring consumers to make final payment on the contract before completion of the home improvement in accordance with the terms of the contract;
- h. Performing paving work at night when consumers were not able to inspect the work;
- i. Providing consumers with telephone numbers that were no longer in service or had been disconnected; and
- j. Failing to respond to consumers' inquiries or complaints in a timely manner or at all.

43. Each unconscionable commercial practice by Defendant constitutes a separate violation under the CFA, N.J.S.A. 56:8-2.

COUNT II

VIOLATION OF THE CFA BY DEFENDANT (FALSE PROMISES, MISREPRESENTATIONS AND KNOWING OMISSIONS OF MATERIAL FACT)

44. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 43 above as if more fully set forth herein.

45. In the operation of its business, Defendant has made false promises and/or misrepresentations including, but not limited to:

- a. Representing to consumers that the asphalt to be used in paving work was of a certain thickness (i.e. 2½") and then laying asphalt that was measurably thinner (i.e. less than 1");
- b. Representing to consumers that the products or materials to be used in the paving work were sufficient to withstand the weight and traction of motor vehicles, when such was not the case;
- c. Representing to consumers that Defendant would guarantee paving work for up to one (1) year and then failing to do so; and
- d. Representing to consumers that Defendant would return to consumers' homes to repair paving work and then failing to do so.

46. Defendants' conduct in violation of the CFA includes, but is not limited to, the following knowing omissions of material fact:

- a. Failing to include in a home improvement contract the address of the seller;
- b. Failing to include in a home improvement contract the date or time period within which work was to commence;
- c. Failing to include in a home improvement contract the date or time period within which work was to be completed;

- d. Failing to include in a home improvement contract a complete and accurate description of the products and materials to be used;
 - e. Failing to include or using incomplete cancellation language in a home improvement contract; and
 - f. Failing to include Defendant's signature on a home improvement contract.
47. Each false promise, misrepresentation and/or knowing omission of material fact by

Defendant constitutes a separate violation under CFA, N.J.S.A. 56:8-2.

COUNT III

VIOLATION OF THE CFA BY DEFENDANT (BAIT AND SWITCH)

48. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 47 above as if set forth more fully herein.

49. The CFA prohibits the practice commonly known as "bait and switch" and provides:

The advertisement of merchandise as part of a plan or scheme not to sell the item or service so advertised or not to sell the same at the advertised price is an unlawful practice and in violation of the act to which this act is a supplement.

[N.J.S.A. 56:8-2.2.]

50. In its solicitation and sale of paving work to consumers, Defendant engaged in "bait and switch" by representing that the work would be done at a certain price, then charging consumers a higher price after Defendant commenced the work.

51. Each instance where Defendant represented the price of paving work as part of a plan or scheme not to sell the work at such price constitutes a separate violation of the CFA, N.J.S.A. 56:8-2 and N.J.S.A. 56:8-2.2.

COUNT IV

**VIOLATION OF THE CONTRACTORS'
REGISTRATION ACT BY DEFENDANT**

52. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 51 above as if set forth more fully herein.

53. The Contractors' Registration Act, N.J.S.A. 56:8-136 et seq., among other things, governs the registration of home improvement contractors with the Division.

54. At all relevant times, Defendant has been a "Contractor" within the definition of the Contractors' Registration Act, N.J.S.A. 56:8-137.

55. At all relevant times, Defendant has performed "Home Improvement[s]" within the definition of the Contractors' Registration Act, N.J.S.A. 56:8-137.

56. At all relevant times, Defendant has entered into "Home Improvement contract[s]" within the definition of the Contractors' Registration Act, N.J.S.A. 56:8-137.

57. The Contractors' Registration Act requires that certain information must be displayed by the Contractor and provides, in pertinent part:

All registrants shall prominently display their registration numbers within their places of business, in all advertisements distributed within this State, on business documents, contracts and correspondence with consumers of home improvement services in this State, and on all commercial vehicles registered in this State and leased or owned by registrants and used by registrants for the purpose of providing home improvements, except for vehicles leased or rented to customers of registrants by a registrant or any agent or representative thereof.

[N.J.S.A. 56:8-144.]

58. Additionally, the Contractors' Registration Act includes a writing requirement for contracts priced in excess of \$500.00 and provides, in pertinent part:

a. On or after December 31, 2005, every home improvement contract for a purchase price in excess of \$ 500, and all changes in the terms and conditions of the contract, shall be in writing. The contract shall be signed by all parties thereto, and shall clearly and accurately set forth in legible form and in understandable language all terms and conditions of the contract, including but not limited to:

(1) The legal name, business address, and registration number of the contractor;

(2) A copy of the certificate of commercial general liability insurance required of a contractor pursuant to section 7 [C. 56:8-142] of this act and the telephone number of the insurance company issuing the certificate; . . .

[N.J.S.A. 56:8-151(a).]

59. Moreover, the Contractors' Registration Act requires that home improvement contractors include cancellation language as follows:

b. . . . The contract shall contain a conspicuous notice printed in at least 10-point bold-faced type as follows:

"NOTICE TO CONSUMER

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:

1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR

2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO:

(Name of Contractor)

(Address of Contractor)

(Phone Number of Contractor)

If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice."

[N.J.S.A. 56:8-151(b).]

60. Defendant has engaged in conduct in violation of the Contractors' Registration including but not limited to the following:

- a. Failing to prominently display a registration number on business documents, contracts and correspondence with consumers of home improvement services in this State;
- b. Failing to set forth the signatures of both parties to the home improvement contract;
- c. Failing to set forth the legal name, business address and registration number on home improvement contracts;
- d. Failing to provide consumers with a copy of the certificate of commercial general liability; and
- e. Failing to use or using incomplete cancellation language in home improvement contracts.

61. Defendants' conduct constitutes multiple violations the Contractors' Registration Act,

N.J.S.A. 56:8-136 et seq.

COUNT V

**VIOLATION OF THE CONTRACTOR
REGISTRATION REGULATIONS BY DEFENDANT**

62. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 61 above as if more fully set forth herein.

63. The Contractor Registration Regulations, N.J.A.C. 13:45A-17.1 et seq., among other things, provide for procedures for the registration of home improvement contractors with the Division.

64. At all relevant times, Defendant has been a "Home Improvement Contractor" and/or "Contractor" within the definition of the Contractor Registration Regulations, N.J.A.C. 13:45A-17.2.

65. At all relevant times, Defendant has performed "Home Improvement[s]" within the definition of the Contractor Registration Regulations, N.J.A.C. 13:45A-17.2.

66. At all relevant times, Defendant has entered into "Home improvement contract[s]" within the definition of the Contractor Registration Regulations, N.J.A.C. 13:45A-17.2.

67. The Contractor Registration Regulations require that:

(a) Each home improvement contractor required to be registered under this subchapter shall initially register with the Division by submitting the following on forms provided to the Director:

1. The name and street address of each place of business of the home improvement contractor and any fictitious or trade name to be used by the home improvement contractor;

[N.J.A.C. 13:45A-17.5(a)1.]

68. The Contractor Registration Regulations further require that home improvement contractors prominently display certain information and provide, in pertinent part:

- (d) A registered home improvement contractor shall prominently display:
2. The contractor's registration number on all advertisements distributed within this State, on business documents, contracts and correspondence with consumers of home improvement services in this State, and on all commercial vehicles registered in this State and leased or owned by a registrant and used by the registrant for the purpose of providing home improvements, except for vehicles leased or rented by a registrant to a customer of that registrant.
- (e) Any invoice, contract or correspondence given by a registrant to a consumer shall prominently contain the toll-free telephone number provided by the Division pursuant to (b) of N.J.S.A. 56:8-149b.

[N.J.A.C. 13:45A-17.11(d)2, (e).]

69. Defendants have engaged in the following conduct in violation of the contractor

Registration Regulations:

- a. Failing to include all names to be used by WAM LLC in its HIC Registration Application to the Division;
- b. Failing to include in home improvement contracts the toll-free number provided by the Division to handle consumer inquiries; and
- c. Failing to provide the contractor's registration number on all business documents, contracts and correspondence with consumers of home improvement services in this State.

70. Defendants' conduct constitutes multiple violations of the Contractor Registration Regulations, N.J.A.C. 13:45A-17.1 et seq., each of which constitutes a per se violation of the CFA, N.J.S.A. 56:8-1 et seq.

COUNT VI

**VIOLATION OF THE HOME IMPROVEMENT
PRACTICES REGULATIONS BY DEFENDANT**

71. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 70 above as if more fully set forth herein.

72. The Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., among other things, prohibit certain acts and practices of a seller connected with a sale, advertisement or performance of home improvement contracts.

73. Defendant is a "Seller" within the definition of N.J.A.C. 13:45A-16.1.

74. At all relevant times, Defendants entered into "Home Improvement Contract[s]" within the definition of N.J.A.C. 13:45A-16.1.

75. The Home Improvement Regulations prohibit certain practices with regard to the performance of home improvement contracts, as follows:

a. Without limiting any other practices which may be unlawful under the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., utilization by a seller of the following acts and practices involving the sale, attempted sale, advertisement or performance of home improvements shall be unlawful hereunder.

2. Product and material representations: Misrepresent directly or by implication that products or materials to be used in home improvement:

.....

vii. Are of sufficient size, capacity, character or nature to do the job expected or represented.

.....

6. Price and financing:

.....

- v. Request the buyer to sign a certificate of completion, or make final payment on the contract before the home improvement is completed in accordance with the terms of the contract;

.....

7. Performance:

- i. Deliver materials, begin work, or use any similar tactic to unduly pressure the buyer into a home improvement contract, or make any claim or assertion that a binding contract has been agreed upon where no final agreement or understanding exists;

.....

11. Guarantees or Warranties:

- i. The seller shall furnish the buyer a written copy of all guarantees or warranties made with respect to labor services, products or materials furnished in connection with home improvements. Such guarantees or warranties shall be specific, clear and definite and shall include any exclusions or limitations as to their scope or duration. Copies of all guarantees or warranties shall be furnished to the buyer at the time the seller presents his bid as well as at the time of execution of the contract, except that separate guarantees or warranties of the manufacturer of products or materials may be furnished at the time such products or materials are installed.

.....

12. Home improvement contract requirements-writing requirement: All home improvement contracts for a purchase price in excess of \$ 500.00, and all changes in the terms and conditions thereof shall be in writing. Home improvement contracts which are required by this subsection to be in writing, and all changes in the terms and conditions thereof, shall be signed by all parties thereto, and shall clearly and accurately set forth in legible form and in understandable language all terms and conditions of the contract, including, but not limited to, the following:

- i. The legal name and business address of the seller, including the legal name and business address of the sales

representative or agent who solicited or negotiated the contract for the seller;

ii. A description of the work to be done and the principal products and materials to be used or installed in performance of the contract. The description shall include, where applicable, the name, make, size, capacity, model, and model year of principal products or fixtures to be installed, and the type, grade, quality, size or quantity of principal building or construction materials to be used. Where specific representations are made that certain types of products or materials will be used, or the buyer has specified that certain types of products are to be used, a description of such products or materials shall be clearly set forth in the contract;

....

iv. The dates or time period on or within which the work is to begin and be completed by the seller;

[N.J.A.C. 13:45A-16.2(a)(2)(vii),(6)(v),(7)(i),(11)(i),(12)(i)(ii)(iv).]

76. Defendant violated the Home Improvement Regulations by engaging in certain conduct including, but not limited to the following:

- a. Misrepresenting to consumers that products or materials used in the home improvement were of a sufficient size, capacity or character to withstand the weight and traction of motor vehicles;
- b. Requesting that the consumer make final payment on the contract before Defendant completed the home improvement in accordance with the terms of the contract;
- c. Beginning work without authorization from the consumer in order to pressure the consumer into entering into a binding home improvement contract;
- d. Failing to provide consumers with copies of all guarantees or warranties at the time Defendant presented consumers with a bid;
- e. Failing to include in home improvement contracts the signatures of all parties thereto;

- f. Failing to include in home improvement contracts Defendant's legal name and business address of the seller, including the legal name and address of the sales representative or agent who solicited or negotiated the contract for Defendant;
- g. Failing to include in home improvement contracts a description of the work to be done and the principal products and materials to be used or installed in performance of the contract;
- h. Failing to include in home improvement contracts the dates or time periods on or within which work is to commence; and
- i. Failing to include in home improvement contracts the dates or time periods on or within which work is to be completed.

77. Defendant's conduct constitutes multiple violations of the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., each of which constitutes a per se violation of the CFA, N.J.S.A. 56:8-1 et seq.

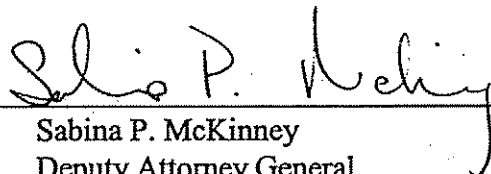
PRAYER FOR RELIEF

WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that the Court enter judgment against Defendant:

- (a) Finding that the acts and omissions of Defendant constitute multiple instances of unlawful practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., the Contractors' Registration Act, N.J.S.A. 56:8-136 et seq., the Contractor Registration Regulations, N.J.A.C. 13:45A-17.1 et seq., and Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq.;
- (b) Permanently enjoining Defendant and its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, independent contractors and all other persons or entities directly under their control, from engaging in, continuing to engage in or doing any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., the Contractors' Registration Act, N.J.S.A. 56:8-136, the Contractor Registration Regulations, N.J.A.C. 13:45A-17.1 et seq., and Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., including but not limited to, the acts and practices alleged in this Complaint;

- (c) Directing the assessment of restitution amounts against Defendant, to restore to any affected person, whether or not named in this Complaint, any money or real or personal property acquired by means of any alleged practice herein to be unlawful and found to be unlawful, as authorized by the CFA, N.J.S.A. 56:8-8;
- (d) Assessing the maximum statutory civil penalties against Defendant each and every violation of the CFA, in accordance with N.J.S.A. 56:8-13;
- (e) Directing the assessment of costs and fees, including attorneys' fees, against Defendant for the use of the State of New Jersey, as authorized by the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19; and
- (f) Granting such other relief as the interests of justice may require.

PAULA T. DOW
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

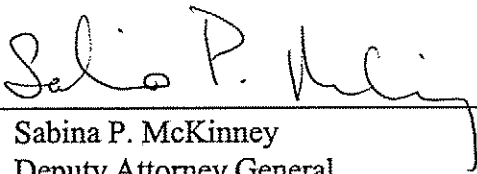
By: 
Sabina P. McKinney
Deputy Attorney General

Dated: April 20, 2010
Newark, New Jersey

RULE 4:5-1 CERTIFICATION

I certify, to the best of my information and belief, that the matter in this action involving the aforementioned violations of the CFA, N.J.S.A. 56:8-1 et seq., the Contractors' Registration Act, N.J.S.A. 56:8-136 et seq., the Contractor Registration Regulations, N.J.A.C. 13:45A-17.1 et seq., and the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., is not the subject of any other action pending in any other court of this State. I am aware that private contract and other actions have been brought against the Defendant, but have no direct information that any such actions involve consumer fraud allegations. I further certify, to the best of my information and belief, that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated.

PAULA T. DOW
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 

Sabina P. McKinney
Deputy Attorney General

Dated: April 20, 2010
Newark, New Jersey

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DEPUTY ATTORNEY GENERAL
SUPERIOR COURT
BURLINGTON COUNTY

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Deputy Attorney General Sabina P. McKinney is hereby designated as trial counsel for the Plaintiffs in this action.

PAULA T. DOW
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: Sabina P. McKinney
Sabina P. McKinney
Deputy Attorney General

Dated: April 20, 2010
Newark, New Jersey