

THIS RELIEF SET FORTH BELOW
IS ORDERED AND FILED

DEC 20 2011

MICHAEL J. HOGAN, P.J.Ch.

PAULA T. DOW
ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Plaintiffs

By: Nicholas Kant
Deputy Attorney General
(973) 648-3441

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, BURLINGTON COUNTY
DOCKET NO.: BUR-C-37-10

PAULA T. DOW, Attorney General of the State of New Jersey, and
THOMAS R. CALCAGNI, Director of the New Jersey Division of Consumer
Affairs,

Plaintiffs,

Civil Action

v.

WILLIAMS ASPHALT MATERIALS, L.L.C. a/k/a WILLIAMS ASPHALT
PAVING, WILLIAMS ASPHALT PAVING & EXCAVATING,
WILLIAMS PAVING & EXCAVATING and/or WILLIAMS PAVING
ASPHALT CONTRACTING; BERTHA WILLIAMS, individually, as owner
and manager of WILLIAMS ASPHALT MATERIALS, L.L.C., and d/b/a
WILLIAMS ASPHALT PAVING, WILLIAMS ASPHALT PAVING &
EXCAVATING, WILLIAMS PAVING & EXCAVATING and/or
WILLIAMS PAVING ASPHALT CONTRACTING; HENRY R.
WILLIAMS, JR. [father], individually, as owner and manager of WILLIAMS
ASPHALT MATERIALS, L.L.C., and d/b/a WILLIAMS ASPHALT
PAVING, WILLIAMS ASPHALT PAVING & EXCAVATING,
WILLIAMS PAVING & EXCAVATING and/or WILLIAMS PAVING
ASPHALT CONTRACTING; HENRY R. WILLIAMS, JR. [son],
individually, t/a ADVANCED ASPHALT SERVICES and d/b/a WILLIAMS
ASPHALT PAVING, WILLIAMS ASPHALT PAVING & EXCAVATING,
WILLIAMS PAVING & EXCAVATING and/or WILLIAMS PAVING
ASPHALT CONTRACTING; SAMUEL PAUL WILLIAMS, individually,
t/a WILLIAMS PAVING and d/b/a WILLIAMS ASPHALT PAVING,
WILLIAMS ASPHALT PAVING & EXCAVATING, WILLIAMS PAVING
& EXCAVATING and/or WILLIAMS PAVING ASPHALT
CONTRACTING; SAUL T. WILLIAMS, individually and d/b/a WILLIAMS
ASPHALT PAVING, WILLIAMS ASPHALT PAVING & EXCAVATING,
WILLIAMS PAVING & EXCAVATING and/or WILLIAMS PAVING
ASPHALT CONTRACTING; ALEXANDER W. STANLEY, individually
and d/b/a WILLIAMS ASPHALT PAVING, WILLIAMS ASPHALT
PAVING & EXCAVATING, WILLIAMS PAVING & EXCAVATING
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., WILLIAMS PAVING and/or ADVANCED
ASPHALT SERVICES; and XYZ CORPORATIONS 1-10,

Defendants.

**FINAL JUDGMENT BY
DEFAULT AND ORDER**

THIS MATTER was opened to the court on the application of plaintiffs Paula T. Dow, Attorney General of the State of New Jersey ("Attorney General"), and Thomas R. Calcagni, Director of the New Jersey Division of Consumer Affairs ("Director") (collectively, "Plaintiffs"),¹ (by Nicholas Kant, Deputy Attorney General, appearing), by way of a Complaint filed on April 21, 2010, alleging that defendant Williams Asphalt Materials, L.L.C. ("WAM LLC") a/k/a Williams Asphalt Paving, Williams Asphalt Paving & Excavating, Williams Paving & Excavating, Williams Paving and/or Williams Paving Asphalt, has, directly or through others, engaged in conduct in violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), the Contractors' Registration Act, N.J.S.A. 56:8-136 et seq., the Regulations Governing Contractor Registration, N.J.A.C. 13:45A-17.1 et seq. ("Contractor Registration Regulations"), and/or the Regulations Governing Home Improvement Practices, N.J.A.C. 13:45A-16.1 et seq. ("Home Improvement Regulations"). On June 25, 2010, WAM LLC filed an Answer.

On September 10, 2010, Plaintiffs filed an eleven (11) count First Amended Complaint, which added as defendants Henry R. Williams, Jr. [Father], individually and as owner of WAM LLC ("Henry Williams [Father]"), Samuel Paul Williams t/a Williams Paving ("Sam Williams"), and Saul T. Williams, individually and d/b/a Williams Asphalt Paving, Williams Asphalt Paving & Excavating, Williams Paving & Excavating and/or Williams Paving Asphalt Contracting ("Saul Williams"), and added violations of the CFA, the Contractors' Registration Act and the Contractor Registration Regulations based upon the failure of WAM LLC, Henry Williams and

¹ This action was commenced on behalf of the Attorney General and Sharon M. Joyce, former Acting Director. Pursuant to R. 4:34-4, the caption has been revised to reflect the current Director.

Saul Williams to register as home improvement contractors with the New Jersey Division of Consumer Affairs. On or about October 20, 2010, WAM LLC filed its First Amended Answer.

On June 21, 2011, Plaintiffs filed a Second Amended Complaint against WAM LLC, Henry Williams [Father], Sam Williams and Saul Williams, and added as defendants: (a) Bertha Williams, individually, as owner and manager of WAM LLC, and d/b/a Williams Asphalt Paving, Williams Asphalt Paving & Excavating, Williams Paving & Excavating and/or Williams Paving Asphalt Contracting ("Bertha Williams"); (b) Henry R. Williams, Jr. [Son], individually, t/a Advanced Asphalt Services and d/b/a Williams Asphalt Paving, Williams Asphalt Paving & Excavating, Williams Paving & Excavating and/or Williams Paving Asphalt Contracting ("Henry Williams [Son]"); and (c) Alexander W. Stanley, individually and d/b/a Williams Asphalt Paving, Williams Asphalt Paving & Excavating, Williams Paving & Excavating and/or Williams Paving Asphalt Contracting ("Alex Stanley"). On or about July 8, 2011, WAM LLC filed its Answer to the Second Amended Complaint. On or about July 27, 2011, Bertha Williams filed an Answer to the Second Amended Complaint.

On July 18, 2011, the Court entered default against Henry Williams [Father], Sam Williams and Saul Williams, pursuant to R. 4:43-1. On September 16, 2011, the Court entered default against Henry Williams [Son] and Alex Stanley, pursuant to R. 4:43-1. On November 15, 2011, the Court entered default against WAM LLC. On November 28, 2011, the Court entered default against Bertha Williams. The Defendants have not moved to vacate the defaults entered against them.

THIS COURT NOW FINDS THAT:

A. There are seven (7) defendants in this action: (a) Williams Asphalt Materials, L.L.C. a/k/a Williams Asphalt Paving, Williams Asphalt Paving & Excavating, Williams Paving & Excavating and/or Williams Paving Asphalt Contracting ("WAM LLC"); (b) Bertha Williams, individually and as owner and manager of WAM LLC, and d/b/a Williams Asphalt Paving, Williams Asphalt Paving & Excavating, Williams Paving & Excavating and/or Williams Paving Asphalt Contracting ("Bertha Williams"); (c) Henry R. Williams, Jr. [Father], individually and as owner and manager of WAM LLC, and d/b/a Williams Asphalt Paving, Williams Asphalt Paving & Excavating, Williams Paving & Excavating and/or Williams Paving Asphalt Contracting ("Henry Williams [Father]"); (d) Henry R. Williams [Son], individually, t/a Advanced Asphalt Services and d/b/a Williams Asphalt Paving, Williams Asphalt Paving & Excavating, Williams Paving & Excavating and/or Williams Paving Asphalt Contracting ("Henry Williams [Son]"); (e) Samuel Paul Williams, individually, t/a Williams Paving and d/b/a Williams Asphalt Paving, Williams Asphalt Paving & Excavating, Williams Paving & Excavating and/or Williams Paving Asphalt Contracting ("Sam Williams"); (f) Saul T. Williams, individually and d/b/a Williams Asphalt Paving, Williams Asphalt Paving & Excavating, Williams Paving & Excavating and/or Williams Paving Asphalt Contracting ("Saul Williams"); and (g) Alexander W. Stanley, individually and d/b/a Williams Asphalt Paving, Williams Asphalt Paving & Excavating, Williams Paving & Excavating and/or Williams Paving Asphalt Contracting ("Alex Stanley") (collectively, "Defendants").

B. The Court has jurisdiction over the subject matter of this action and over the named Defendants hereto.

C. Based upon all of the evidence submitted by Plaintiffs, including the Certification of Nicholas Kant with accompanying exhibits, and the Certification of Barbara Ferris with accompanying exhibits, Defendants have engaged in conduct which comprises 1,667 violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, and/or the Home Improvement Regulations.

THEREFORE, IT IS on this 20 day of December, 2011,

ORDERED that the acts and omissions of Defendants constitute multiple violations of the CFA, N.J.S.A. 56:8-1 et seq., including unconscionable commercial practices, false promises, misrepresentations and knowing omissions of material fact, in violation of N.J.S.A. 56:8-2; bait and switch in violation of N.J.S.A. 56:8-2.2; as well as violations of 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.

2. **IT IS FURTHER ORDERED** that Defendants and their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, independent contractors, attorneys, corporations, subsidiaries, affiliates, successors, assigns and all other persons or entities directly under their control or under common control with them and all other persons or entities in active concert or participation with them are permanently enjoined 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., including unconscionable commercial practices, false promises, misrepresentations and knowing omissions of material fact, in violation of N.J.S.A. 56:8-2; bait and switch in violation of N.J.S.A. 56:8-2.2; as well as any acts or practices in violation of 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/or the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq.

3. **IT IS FURTHER ORDERED** that Defendants, jointly and severally, shall pay to Plaintiffs consumer restitution in the total amount of \$ 286,747.33, as authorized by N.J.S.A. 56:8-8. The funds paid by Defendants pursuant to this section of the Final Judgment by Default and Order ("Judgment and Order") shall be used for equitable relief including, but not limited to, consumer redress and any attendant expenses for the administration of any redress fund. If Plaintiffs determine, in their sole discretion, that redress to consumers is wholly or partially impracticable, any funds not so used shall be retained by the Division of Consumer Affairs ("Division") in lieu of redress. Defendants shall have no right to contest the manner of distribution chosen by Plaintiffs. Plaintiffs in their sole discretion may use a designated agent to administer consumer redress.

4. **IT IS FURTHER ORDERED** that Defendants, jointly and severally, shall pay to the Division civil penalties in the total amount of \$ 16,840,000., in accordance with N.J.S.A. 56:8-13.

5. **IT IS FURTHER ORDERED** that Defendants, jointly and severally, shall reimburse Plaintiffs for all attorneys' fees incurred in the prosecution of this action, in the total amount of \$ 101,786.50, as authorized by the CFA, N.J.S.A. 56:8-19.

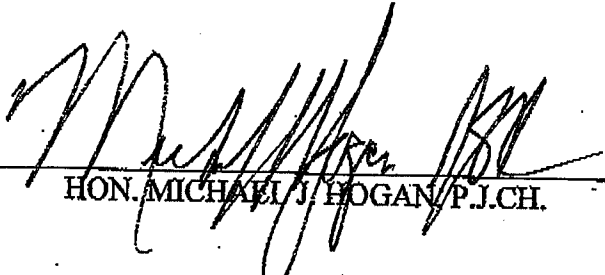
6. **IT IS FURTHER ORDERED** that Defendants, jointly and severally, shall reimburse Plaintiffs for their investigative costs, in the total amount of \$ 32,921.07 as authorized by the CFA, N.J.S.A. 56:8-11.

7. **IT IS FURTHER ORDERED** that nothing contained in this Judgment and Order, including the Court's determinations herein, shall bind or affect the rights of any persons not a party hereto, or preclude actions against any unnamed parties.

8. **IT IS FURTHER ORDERED** that nothing contained in this Judgment and Order shall bind or affect any position which any party may take in future or unrelated actions.

9. **IT IS FURTHER ORDERED** that this Judgment and Order may be enforced only by Plaintiffs or Defendants or their successors hereto.

10. **IT IS FURTHER ORDERED** that this Court retains jurisdiction for the purpose of enabling Plaintiffs or Defendants to apply to this Court for any such further orders and directions as may be necessary and appropriate for the enforcement of, or compliance with, this Judgment and Order.


HON. MICHAEL J. HOGAN, P.J.CH.

In accordance with the required statement of R. 1:6-2(a), this motion was _____ opposed
✓ unopposed.