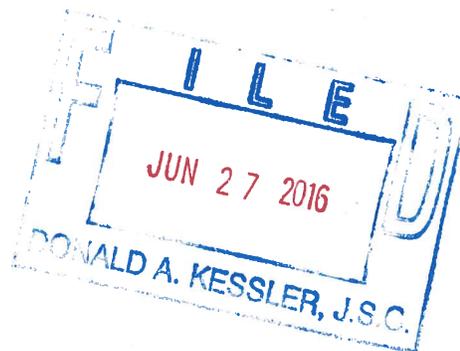


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SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
ESSEX COUNTY  
DOCKET NO.: ESX-C-250-15

ROBERT LOUGY, Acting Attorney General of  
the State of New Jersey, and STEVE C. LEE,  
Acting Director of the New Jersey Division of  
Consumer Affairs,

Plaintiffs,

v.

LEROY N. BROWN, d/b/a B&K MASONRY  
& CHIMNEY; JANE AND JOHN DOES 1-20,  
individually and as owners, officers, directors,  
shareholders, founders, managers, agents,  
servants, employees, representatives and/or  
independent contractors of LEROY N.  
BROWN, d/b/a B&K MASONRY &  
CHIMNEY and XYZ CORPORATIONS 1-20,

Defendant.

Civil Action

**CORRECTED**

**FINAL JUDGMENT BY DEFAULT AND  
ORDER AS TO DEFENDANT**

**LEROY N. BROWN  
d/b/a B&K MASONRY & CHIMNEY**

THIS MATTER was opened to the Court on the application of plaintiffs Robert Lougy,  
Acting Attorney General of the State of New Jersey ("Attorney General"), and Steve C. Lee, Acting

Director of the New Jersey Division of Consumer Affairs (“Director”) (collectively, “Plaintiffs”),<sup>1</sup> (by Jeffrey Koziar, Deputy Attorney General, appearing), by way of a Verified Complaint filed on November 25, 2015, alleging that Leroy N. Brown, d/b/a B&K Masonry & Chimney (“Defendant”) has 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”), the Regulations Governing Home Improvement Practices, N.J.A.C. 13:45A-16.1 et seq. (“Home Improvement Regulations”), and the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 et seq. (“Advertising Regulations”). Defendant has failed to file an Answer,

On January 15, 2016, the Court entered default against Defendant, pursuant to R. 4:43-1. Defendant has not moved to vacate the defaults entered against him.

**THIS COURT NOW FINDS THAT:**

A. The Court has jurisdiction over the subject matter of this action and over the named Defendant.

B. Based upon the evidence submitted by Plaintiffs, including the Certification of Investigator Jessica Lugo with accompanying exhibits, and the Certification of Deputy Attorney General Jeffrey Koziar with accompanying exhibits, Defendant has engaged in conduct which comprises four hundred ten (410) violations of the CFA, the Contractors’ Registration Act, the Contractor Registration Regulations, the Home Improvement Regulations and the Advertising Regulations, with the following breakdown: (a) Unconscionable Commercial Practices (N.J.S.A. 56:8-2) – one hundred four (104) violations; (b) Deception, False Promises and/or

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<sup>1</sup> This action was commenced on behalf of John J. Hoffman, former Attorney General and Steve C. Lee, Director. Pursuant to R. 4:34-4, the caption has been revised to reflect the current Acting Attorney General.

Misrepresentations (N.J.S.A. 56:8-2) – forty-one (41) violations; (c) Knowing Omissions of Material Facts (N.J.S.A. 56:8-2)- twelve (12) violations; (d) Pecuniary Injury to Senior Citizens (N.J.S.A. 56:8-14.3)- ten (10) violations; (e) the Use of an Unregistered Assumed Name (N.J.S.A. 56:1-2)- one (1) violation; (f) Contractors' Registration Act (N.J.S.A. 56:8-136 to -152) – seventy-three (73) violations; (g) the Contractor Registration Regulations (N.J.A.C. 13:35A-17.1 to 17.14) – thirteen (13) violations; (h) the Home Improvement Regulations (N.J.A.C. 13:35A-16.1 to 16.2) – one hundred forty-one (153) violations; and the Advertising Regulations (N.J.A.C. 13:45A-9.1 to 9.8) – three (3) violations.

THEREFORE, IT IS on this 27 day of June, 2016:

1. **ORDERED** that the acts of Defendant constitute unconscionable commercial practices, deception, false promises and/or misrepresentations in violation of the CFA, N.J.S.A. 56:8-1 et seq., as well as violations of the CFA, N.J.S.A. 56:8-14.3, 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., the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., and the Advertising Regulations, N.J.A.C. 13:45A-16.1 et seq.

2. **IT IS FURTHER ORDERED** that Defendant and his officers, directors, shareholders, founders, members, managers, agents, servants, employees, representatives, independent contractors and all other persons or entities directly under his control, 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., as well as 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., the Home

Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., and the Advertising Regulations, N.J.A.C. 13:45A-16.1 et seq.

3. **IT IS FURTHER ORDERED** that, pursuant to the CFA, N.J.S.A. 56:8-8, Defendant is permanently enjoined from owning, operating or otherwise managing any business or other entity in the State, whether registered with the Division or not, that advertises, offers for sale, sells and/or performs home improvements within the State.

4. **IT IS FURTHER ORDERED** that, pursuant to the CFA, N.J.S.A. 56:8-8, Defendant is permanently enjoined from the advertisement, offer for sale, sale and performance of home improvements within the State.

5. **IT IS FURTHER ORDERED** that Defendant is permanently enjoined from conducting business in New Jersey under an assumed name, pursuant to N.J.S.A. 56:1-2 and N.J.S.A. 56:8-2.

6. **IT IS FURTHER ORDERED** that Defendant is permanently enjoined from managing or owning any business organization within New Jersey and from serving as an officer, director, trustee, member of an executive board or similar governing body, principal, manager, stockholder owning 10% or more of the aggregate outstanding capital stock of all classes of any corporation doing business in this State, as authorized by the CFA, N.J.S.A. 56:8-8.

7. **IT IS FURTHER ORDERED** that, pursuant to the CFA, N.J.S.A. 56:8-8, Defendant shall pay to Plaintiffs consumer restitution in the total amount of \$16,657.00. The funds paid by Defendant 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 in lieu of redress. Defendant 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.

8. **IT IS FURTHER ORDERED** that, pursuant to the CFA, N.J.S.A. 56:8-13, Defendants shall pay to the Division civil penalties in the total amount of ~~\$4,000,000.00~~ **\$1,025,000\***

9. ~~**IT IS FURTHER ORDERED** that, pursuant to the CFA, 56:8-14.3, Defendant shall pay to the Division civil penalties in the total amount of \$100,000.00.~~

10. **IT IS FURTHER ORDERED** that, pursuant to the CFA, N.J.S.A. 56:8-19, Defendant shall reimburse Plaintiffs for all attorneys' fees incurred in the prosecution of this action, in the total amount of \$76,542.00.

11. **IT IS FURTHER ORDERED** that, pursuant to the CFA, N.J.S.A. 56:8-11, Defendant shall reimburse Plaintiffs for their investigative costs, in the total amount of \$5,104.87.

12. **IT IS FURTHER ORDERED** that Defendant shall pay the Division the aggregate amount of ~~\$4,198,303.80~~ within ten (10) days of the date of this Order.

13. **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.

14. **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.

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

410 violations at \$2,500<sup>5</sup> per violation

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

*Donald A. Kessler*

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HON. DONALD A. KESSLER, J.S.C.

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

plaintiffs shall mail a copy of this order to defendant by certified and regular mail.