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MARK H. SANDSON, P.J.Ch.

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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, ATLANTIC COUNTY
DOCKET NO. C-3-17

CHRISTOPHER S. PORRINO, Attorney General of the
State of New Jersey, and STEVE C. LEE, Director of the
New Jersey Division of Consumer Affairs,

Plaintiffs,

v.

ATLANTIC COAST HOUSE LIFTING LIMITED
LIABILITY COMPANY a/k/a ATLANTIC COAST
HOUSE LIFTING, LLC a/k/a ATLANTIC COAST
HOUSE LIFTING a/k/a ATLANTIC COAST HOUSE
LIFTERS; GEORGE REX CONSTRUCTION, LLC a/k/a
GEORGE REX CONTRACTING, LLC a/k/a GEORGE
REX CONTRACTING a/k/a GFR CONTRACTING, LLC;
GEORGE REX, individually and as owner, officer,
director, founder, member, manager, representative and/or
agent of ATLANTIC COAST HOUSE LIFTING LIMITED
LIABILITY and GEORGE REX CONSTRUCTION, LLC;
JANE AND JOHN DOES 1-20, individually and as owners,
officers, directors, shareholders, founders, members,
managers, employees, servants, agents, representatives
and/or independent contractors of ATLANTIC COAST
HOUSE LIFTING LIMITED LIABILITY COMPANY
and/or GEORGE REX CONSTRUCTION, LLC; and XYZ
CORPORATIONS 1-20,

Defendants.

Civil Action

COMPLAINT

Plaintiffs Christopher S. Porrino, Attorney General of the State of New Jersey (“Attorney General”), with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey, and Steve C. Lee, Director of the New Jersey Division of Consumer Affairs (“Director”) (collectively, “Plaintiffs”), with offices located at 124 Halsey Street, Seventh Floor, Newark, New Jersey, by way of Complaint state:

PRELIMINARY STATEMENT

1. In the wake of the devastation caused by Superstorm Sandy, it became necessary for homeowners across the State of New Jersey (“New Jersey” or “State”), to repair and/or elevate their existing homes to protect them from future storms. The Reconstruction, Rehabilitation, Elevation and Mitigation (“RREM”) Program was established by the New Jersey Department of Community Affairs (“DCA”) to provide grants to homeowners for, among other things, home repair, home elevation and new home construction.

2. At all relevant times, defendants Atlantic Coast House Lifting Limited Liability Company a/k/a Atlantic Coast House Lifting, LLC a/k/a Atlantic Coast House Lifting a/k/a Atlantic Coast House Lifters (“Atlantic Coast House Lifting”); George Rex Construction, LLC a/k/a George Rex Contracting, LLC a/k/a George Rex Contracting a/k/a GFR Contracting, LLC (“George Rex Construction”); and George Rex (“G. Rex”) (collectively, “Defendants”) were engaged in the advertisement, offer for sale, sale and performance of various home improvements, home elevations and new home construction (collectively, “Construction Services”) in New Jersey. Defendants were among the contractors approved by the RREM Program for use by grant recipients.

3. To date, the New Jersey Division of Consumer Affairs (“Division”) has received six (6) consumer complaints regarding the home improvement and/or home elevation work

performed by Defendants. The complaints have revealed multiple violations 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., and the regulations promulgated thereunder, specifically, the Regulations Governing Contractor Registration, N.J.A.C. 13:45A-17.1 et seq. (“Contractor Registration Regulations”), the Regulations Governing Home Elevation Contractors, N.J.A.C. 13:45A-17A.1 et seq. (“Home Elevation 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”). Among other things, these alleged violations arise from Defendants’ failure to: (a) register as a home elevation contractor with the Division prior to offering to perform and/or performing home elevations; (b) perform the contracted-for home improvement and/or home elevation work after receipt of RREM Program funds; (c) make the necessary repairs to correct substandard home improvement and/or home elevation work; and (d) complete contracted-for home improvement and/or home elevation work after receipt of RREM funds. The Attorney General and the Director commence this action to halt Defendants’ deceptive business practices and to obtain consumer restitution and other monetary relief.

PARTIES AND JURISDICTION

4. The Attorney General is charged with the responsibility of enforcing the CFA, the Contractors’ Registration Act, and the regulations promulgated thereunder, specifically the Contractor Registration Regulations, the Home Elevation Regulations, the Home Improvement Regulations and the Advertising Regulations. The Director is charged with the responsibility of administering the CFA, the Contractors’ Registration Act, the Contractor Registration

Regulations, the Home Elevation Regulations, the Home Improvement Regulations, and the Advertising Regulations on behalf of the Attorney General.

5. By this action, the Attorney General and Director (collectively, “Plaintiffs”) seek injunctive relief and other relief for violations of the CFA, the Contractors’ Registration Act, the Contractor Registration Regulations, the Home Elevation Regulations, the Home Improvement Regulations, and the Advertising 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.

6. Venue is proper in Atlantic County, pursuant to R. 4:3-2, because it is a county in which the Defendants have maintained a business address and otherwise conducted business.

7. On December 18, 2014, Atlantic Coast House Lifting was established as a Limited Liability Company in the State. At all relevant times, Atlantic Coast House Lifting has maintained a principal business and mailing address of 712 South Main Street, P.O. Box 31, Pleasantville, New Jersey 08232. At varying times, Atlantic Coast House Lifting has maintained the following business and/or mailing addresses: 309 South New York Road, Suite 23, Galloway Township, New Jersey 08205; 1005 North Main Street, Pleasantville, New Jersey 08232 (“1005 North Main Street”); and 2643 Fairmount Avenue, Atlantic City, New Jersey 08401.

8. Atlantic Coast House Lifting’s registered agent in the State is Jaimee Rex, with a mailing address of 6 Northwood Avenue, Egg Harbor Township, New Jersey 08234 (“6 Northwood Avenue”).

9. At all relevant times, G. Rex has been an owner, officer, director, founder, member, manager, representative and/or agent of Atlantic Coast House Lifting and has controlled, directed and/or participated in the management and operation of Atlantic Coast

House Lifting. G. Rex's current address is 61 Northwood Avenue, Egg Harbor Township, New Jersey 08234.

10. On March 11, 2004, George Rex Construction was established as a Limited Liability Company in the State. At varying times, George Rex Construction has maintained the following business and/or mailing addresses: 6 Northwood Avenue, and 1005 North Main Street.

11. George Rex Construction's registered agent in the State is G. Rex, with a mailing address of 6 Northwood Avenue.

12. At all relevant times, G. Rex has been an owner, officer, director, founder, member, manager, representative and/or agent of George Rex Construction and has controlled, directed and/or participated in the management and operation of George Rex Construction.

13. John and Jane Does 1 through 20 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, members, managers, agents, servants, employees, representatives and/or independent contractors of Atlantic Coast House Lifting and/or George Rex Construction 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.

14. XYZ Corporations 1 through 20 are fictitious corporations meant to represent any additional business entities 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

15. Since at least March 2004, George Rex Construction has been engaged in the advertisement, offer for sale, sale and performance of home improvements in the State.

16. Since at least September 2014, Atlantic Coast House Lifting has been engaged in the advertisement, offer for sale, sale and performance of home improvements in the State.

17. Since at least September 2014, Defendants have been engaged in the advertisement, offer for sale, sale and performance of home elevations in the State.

18. At all relevant times, Defendants were designated as approved contractors for home elevation with the RREM Program.

A. RREM Program:

19. The RREM Program, administered by DCA, consists of \$1.1 billion in federal funding provided through Community Development Block Grant Disaster Recovery funds allocated to New Jersey by the U.S. Department of Housing and Urban Development, to help eligible New Jersey homeowners repair or rebuild their Superstorm Sandy-damaged homes.

20. The RREM Program provides grants to homeowners with an income of \$250,000 or less, for activities necessary to restore their storm-damaged primary residences, including reconstruction, rehabilitation, elevation and/or other mitigation activities.

21. The RREM Program is open to homeowners whose primary residence is located in one of nine counties (Atlantic, Bergen, Cape May, Essex, Hudson, Middlesex, Monmouth, Ocean or Union) and whose homes suffered a loss of at least \$8,000 or one foot of water on the first floor, as verified by the Federal Emergency Management Agency (“FEMA”) or its affiliates.

22. The RREM Program is intended to function as a bridge between the total cost of repairs and other funding the homeowner has received to repair or rebuild his or her home. The calculation of the RREM grant takes into consideration the cost of the repair or rebuilding and funds the homeowner has received from other sources, such as insurance, FEMA, and non-profit organizations. The RREM grant may not exceed \$150,000 per homeowner.

23. The RREM Program Pathway B (“Pathway B”) is a program that allows eligible homeowners to select their own general contractor to repair or rebuild their home. The general contractor must be licensed and/or registered with the State, and compliant with all State and Federal regulations applicable to the RREM Program.

24. To date, the Division has obtained information regarding losses for six (6) consumers who contracted with Defendants as Pathway B homeowners. These consumers paid Defendants the aggregate amount of \$547,715.21 for home improvements and home elevations, which were not performed in whole or in part. The RREM consumers with identified losses, as well as the funds each paid to Defendants, are as follows:

| Last Name | RREM Funds disbursed to consumer | Total Amount Paid to Defendants | Restitution | Work Contracted |
|--------------|----------------------------------|---------------------------------|---------------------|----------------------------------|
| Atkinson | \$112,621.30 | \$111,615.21 | \$70,000.00 | Home Improvements/Home Elevation |
| Hossain | \$91,009.45 | \$55,500.00 | \$55,500.00 | Home Improvements/Home Elevation |
| Khandaker | \$87,588.78 | \$53,600.00 | \$53,600.00 | Home Improvements/Home Elevation |
| Janelli | \$148,000.00 | \$43,000.00 | \$43,000.00 | Home Improvements/Home Elevation |
| Munim | \$162,500.00 | \$114,000.00 | \$34,000.00 | Home Improvements/Home Elevation |
| Nasrin | \$150,000.00 | 170,000.00 | \$21,000.00 | Home Improvements |
| Total | \$751,719.53 | \$547,715.21 | \$277,100.00 | |

B. Defendants' Website:

25. At all relevant times, Defendants advertised their services through an internet website, namely <http://achouselifting.com> ("ACHL Website").

26. The ACHL Website's homepage appears as follows:

"WE ARE WAITING TO LIFT YOU UPI"

ATLANTIC COAST HOUSE LIFTING, LLC.

[Home](#) [Contact](#) [About](#) [Blog](#) [Gallery](#) [Testimonials](#) [Services](#)



Atlantic Coast House Lifting, LLC is a company that is licensed, certified and bonded, with the best insurance to cover

**LIFTING HOMES IS
WHAT WE DO,
ALTHOUGH ITS NOT
THE ONLY THING WE
DO!**

your property while it's in our hands. We understand the devastation and complete helplessness of the community, because we went through it together in 2012, during Hurricane Sandy. We gained our experience while working in Louisiana in 2005, during hurricane Katrina; where we are now able to use that experience to Elevate Homes in all parts of New Jersey. We at **Atlantic Coast House Lifting, LLC** are here to provide the best customer service possible and to ensure that your housing transition is easy, we build your home stronger, and keep you out of harms way if another flood occurs.

Check out our website!!!

27. The ACHL Website's "About" page appears as follows:

"WE ARE WAITING TO LIFT YOU UP!"

ATLANTIC COAST HOUSE LIFTING, LLC.

Home

Contact

About

Blog

Gallery

Testimonials

Services



ABOUT US

We have been in the construction business for over 35 years. **Atlantic Coast House Lifting, LLC** has over 180 years of combined experience in the construction industry.

Rebuilding New Jersey has become **Atlantic Coast House Lifting's** major focus, i.e. elevating/lifting homeowner's properties above the flood level. We have put together a team of professionals to assist the homeowners in making their housing project easy and reassuring them of our urgency get them back into their homes.

At **ATLANTIC COAST HOUSE LIFTING**, we are focused on providing **HOUSE LIFTING** services with the highest level of integrity and customer satisfaction. Look around our website and if you have any comments or questions, please feel free to contact us. We hope to see you again! Write on our **BLOG** and check back later for new updates to our website. There's much more to come!

Why us?

Rebuilding New Jersey has become our main objective.

Our Mission:

"To focus, elevating/lifting the homes above the flood level and to assist the homeowners in their urgency of getting back in their homes safely."

Our Goal:

To lift up the community through home improvement, career and on-the-job hands-on training, and support people using tools to assist them with everyday life skills.


28. The ACHL Website's "Services" page appears as follows:


"WE ARE WAITING TO LIFT YOU UP!"


ATLANTIC COAST HOUSE LIFTING, LLC.


Home Contact About Blog Gallery Testimonials Services

SERVICES WE PROVIDE:
"LIFTING HOMES IS WHAT WE DO; ITS NOT THE ONLY THING WE DO".
"WE LOOK FORWARD TO LIFTING YOU UP"

 **SERVICES INCLUDE:** House Lifting, New Home Building, Reconstruction, Rehabilitation, and Remodeling for **RESIDENTIAL, COMMERCIAL and INDUSTRIAL** customers...call Atlantic Coast House Lifting we are waiting!

 **ELEVATING/LIFTING** - Houses that are elevated using solid foundation walls as opposed to piers, columns, or piles to raise the finished floor to or above the DFE must include openings to allow the automatic entry and exit of floodwater.

 **REMODELING - *Design it your way!***- Our team consists of *Project/Case Managers, House Lifters, Subcontractors, Administrators* and *General Contractor*. We work together on the behalf of our customers to make the process more efficient while providing the best customer service possible from start to finish!

 **CALL US**

Office: (609) 377-5853
Fax: (609) 377-5886

Name *

Email Address *

Message *

C. Home Improvement Contractor, Home Elevation Contractor and New Home Builder Registrations:

29. On or about December 12, 2005, George Rex Construction submitted to the Division a Home Improvement Contractor Application for Initial Registration ("George Rex HIC Application") for registration with the Division as a home improvement contractor ("HIC") in the State.

30. The George Rex HIC Application identified G. Rex as the sole owner of George Rex Construction.

31. On or about June 6, 2006, the Division registered George Rex Construction as a HIC and issued it registration number 13VH02631800.

32. George Rex Construction is currently registered with the Division as a HIC and such registration will expire on March 31, 2017.

33. On or about April 24, 2015, Atlantic Coast House Lifting submitted to the Division a Home Improvement Contractor Application for Initial Registration (“Atlantic Coast HIC Application”) for registration with the Division as a HIC in the State.

34. The Atlantic Coast HIC Application identified G. Rex as the sole owner of Atlantic Coast House Lifting.

35. On or about May 29, 2015, the Division registered Atlantic Coast House Lifting as a HIC and issued it registration number 13VH08494600.

36. Atlantic Coast House Lifting’s HIC registration with the Division expired on March 31, 2016.

37. On or about December 22, 2014, Atlantic Coast House Lifting submitted to the Division a Home Elevation Contractor Application for Initial Registration (“Atlantic Coast HEC Application”) for registration with the Division as a home elevation contractor (“HEC”) in the State.

38. The Atlantic Coast HEC Application identified G. Rex as the sole owner of Atlantic Coast House Lifting.

39. On or about June 15, 2015, the Division registered Atlantic Coast House Lifting as a HEC and issued it registration number 13HE00005300.

40. Atlantic Coast House Lifting is currently registered with the Division as a HEC and such registration will expire on March 31, 2017.

41. Atlantic Coast House Lifting maintains a New Home Builder Registration Number 47701, which was issued by DCA on or about June 18, 2015. The registration application was submitted by G. Rex, who identified himself as the sole owner. Atlantic Coast House Lifting's New Home Builder Registration is current through June 30, 2017.

D. Defendants' Business Practices Generally:

42. Prior to Atlantic Coast House Lifting being registered as a HEC with the Division, Defendants advertised, offered for sale, sold and/or performed home elevations.

43. At all relevant times, G. Rex was responsible for supervising the home improvements and/or home elevations for which consumers contracted with Defendants.

44. At varying times, G. Rex met and/or communicated with consumers concerning the contracted-for home improvements and/or home elevations.

45. At varying times, Defendants accepted consumer payments, which included RREM funds, and commenced home improvements and/or home elevations, only to abandon the project and not return to the consumers' homes for weeks, months or at all.

46. At varying times, G. Rex endorsed consumer checks made out to Defendants for contracted-for home improvements and/or home elevations.

47. At varying times, Defendants represented in the ACHL/GRC Contracts and/or consumer correspondence that they would complete the home improvements and/or home elevations on a date certain or specified timetable, and then failed to do so.

48. At varying times, Defendants failed to give timely written notice to the consumer for any delay in the performance of the home improvements and/or home elevations and when the work would be completed.

49. On at least one (1) occasion, Defendants provided a time period for their return to the consumer's home to continue home improvements and home elevations, but then failed to return to the home.

50. At varying times, Defendants failed to respond to consumers' inquiries as to when Defendants would continue and/or complete home improvements and/or home elevations that had been commenced, but then had been abandoned.

51. At varying times, Defendants performed home improvements and/or home elevations in a substandard manner including, but not limited to, constructing structurally unsafe walls, failing to build floors at the proper elevation, and failing to install proper footings.

52. At varying times, Defendants failed to make the necessary corrective repairs to correct substandard home improvements and/or home elevations.

53. On at least one (1) occasion, a consumer hired other contractors to correct and complete the home improvement and home elevation work performed by Defendants and incurred substantial additional costs to do so.

54. On at least one (1) occasion, a consumer was issued a "stop work order" due to the Defendants' failure to pay a subcontractor, which required that the consumer pay the subcontractor directly.

55. On at least one (1) occasion, a consumer was issued a "stop work order" because of structural problems caused by Defendants (e.g. floor joist not supported).

56. At varying times, Defendants abandoned home improvement and/or home elevation work and left the homes uninhabitable, which displaced the consumers.

57. At varying times, Defendants failed to complete home improvements and/or home elevations, thus requiring that consumers live in only part of their home.

58. On at least one (1) occasion, after abandoning home improvement and/or home elevation work, Defendants asked a consumer to sign a contract release agreement and to sign a new contract with one of Defendants' subcontractors, which would exceed the price to be paid to Defendants.

E. Defendants' Contracts and Correspondence:

59. In connection with their sale of home improvements and/or home elevations, Defendants utilized several different contract forms ("ACHL/GRC Contracts"), which included a document titled "Proposal/Contract" and a document titled "Proposal."

60. At varying times, the ACHL/GRC Contracts did not include: (a) an accurate description of the work to be done and the principal products and materials to be used or installed; (b) the terms and conditions affecting contract price, including the cost of materials and the hourly rate for labor; (c) the required "Notice to Consumer" cancellation language; (d) the toll-free telephone number provided by the Director of the Division for consumers making inquiries concerning HICs and/or HECs; and/or (e) Defendants' HIC and/or HEC registration numbers. Upon information and belief, Defendants did not otherwise provide this information to consumers who entered into ACHL/GRC Contracts.

61. At varying times, Defendants failed to provide consumers with proof of insurance coverage prior to entering into an ACHL/GRC Contract for home elevation work.

62. At varying times, Defendants failed to provide consumers with copies of their required insurance policies.

63. On several occasions, Defendants entered into ACHL/GRC Contracts for home elevations prior to Atlantic Coast House Lifting being registered with the Division as a HEC.

64. At varying times, Defendants sent correspondence to consumers that failed to include their HIC and/or HEC registration numbers.

65. At varying times, Defendants sent correspondence to consumers that did not include the informational statement and toll-free telephone number provided by the Director of the Division for consumers making inquiries as to HICs and/or HECs.

66. At all relevant times, G. Rex executed ACHL/GRC Contracts for home improvements and/or home elevations on behalf of Defendants.

COUNT I

VIOLATION OF THE CFA BY DEFENDANTS (UNCONSCIONABLE COMMERCIAL PRACTICES)

67. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 66 above as if more fully set forth herein.

68. 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...

69. The CFA defines “merchandise” as including “any objects, wares, goods, commodities, services or anything offered, directly or indirectly to the public for sale.” N.J.S.A. 56:8-1(c).

70. At all relevant times, Defendants have been engaged in the advertisement and sale of merchandise within the meaning of N.J.S.A. 56:8-1(c), including, but not limited to, Construction Services.

71. In the operation of their businesses, Defendants have engaged in the use of unconscionable commercial practices, false promises and/or misrepresentations.

72. Defendants have engaged in unconscionable commercial practices including, but not limited to, the following:

- a. Advertising, offering for sale, selling and/or performing home elevations without being registered as a HEC with the Division;
 - b. Entering into ACHL/GRC Contracts, accepting consumer payments and/or RREM funds and then failing to complete the home improvement and/or home elevation work specified in the ACHL/GRC Contract;
 - c. Entering into ACHL/GRC Contracts and commencing home improvement and/or home elevation work, only to abandon the project and fail to return to the consumer’s home for weeks, months or at all;
 - d. Failing to complete home improvement and/or home elevation work on the agreed upon date or time period represented in the ACHL/GRC Contract or in consumer correspondence;
 - e. Failing to provide timely written notice for any delay in the performance of home improvement and/or home elevation work, as well as when work would be completed;
-
- f. Providing a time period to return to the consumer’s home to continue home improvement and/or home elevation work and then failing to return to the home;
 - g. Performing home improvement and/or home elevation work in a substandard manner (e.g. structurally unsafe walls) and then failing to make the necessary corrective repairs;

- h. Performing home improvement and/or home elevation work in a substandard manner, which required a consumer to hire a second contractor to correct and complete Defendants' work, at substantial cost to the consumer;
- i. Performing home improvement and/or home elevation work in a substandard manner, which caused a "stop work order" to be placed on a consumer's home;
- j. Failing to pay a subcontractor which resulted in a "stop work order" being issued, thus requiring the consumer to pay the subcontractor directly;
- k. Abandoning jobs and leaving consumers' homes uninhabitable, thus requiring them to reside elsewhere;
- l. Failing to complete home improvement and/or home elevation work, thus requiring that consumers live in only part of their home;
- m. On at least one (1) occasion, abandoning home improvement and/or home elevation work, asking the consumer to sign a contract release agreement and to sign a new contract with one of Defendants' subcontractors, at a price that exceeded the ACHL/GRC Contract; and
- n. Failing to respond to consumers' inquiries as to when Defendants would continue and/or complete home improvement and/or home elevation work that had been commenced, but then abandoned.

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

COUNT II

VIOLATION OF THE CFA BY DEFENDANTS (FALSE PROMISES, MISREPRESENTATIONS)

74. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 73 above as if more fully set forth herein.

75. Defendants' conduct in violation of the CFA includes, but is not limited to, the following acts of false promises and/or misrepresentations:

- a. Representing on the ACHL Website that Defendants “are here to provide the best customer service possible and to ensure that your housing transition is easy, we build your home stronger, and keep you out of harms way if another flood occurs,” when such is not the case;
- b. Representing on the ACHL Website that “Our Mission: To focus, elevating/lifting the homes above the flood level and to assist the homeowners in their urgency of getting back in their homes safely,” when such is not the case;
- c. Representing on the ACHL Website that Defendants “have put together a team of professionals to assist the homeowners in making their housing project easy and reassuring them of our urgency get them back into their homes,” when such is not the case;
- d. Representing on the ACHL Website that Defendants “work together on the behalf of our customers to make the process more efficient while providing the best customer service possible from start to finish!” when such is not the case;
- e. Representing on the ACHL Website that “[w]e have been in the construction business for over 35 years,” when Atlantic Coast House Lifting was formed on December 18, 2014;
- f. Representing to consumers through the ACHL/GRC Contracts or otherwise, that Defendants would complete home improvement and/or home elevation work on a date certain or specified timetable, when such was not the case; and
- g. On at least one (1) occasion, representing to a consumer that Defendants would return to the consumer’s home to continue home improvement and/or home elevation work, when such was not the case.

76. Each false promise and/or misrepresentation by Defendants constitutes a separate violation under CFA, N.J.S.A. 56:8-2.

COUNT III

VIOLATION OF THE CONTRACTORS’ REGISTRATION ACT BY DEFENDANTS

77. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 76 above as if set forth more fully herein.

78. The Contractors' Registration Act, among other things, governs the registration of home improvement contractors with the Division.

79. The Contractors' Registration Act is applicable to HECs, pursuant to N.J.S.A. 56:8-138.2(a).

80. "Contractor," as defined in the Contractors' Registration Act, N.J.S.A. 56:8-137, includes HECs.

81. "Home Improvement[s]" as defined in the Contractors' Registration Act, N.J.S.A. 56:8-137, includes home elevations.

82. "Home Improvement Contracts" as defined in the Contractors' Registration Act, N.J.S.A. 56:8-137, includes contracts for home elevations.

83. At all relevant times, Defendants have been "Contractor[s]" within the definition of the Contractors' Registration Act, N.J.S.A. 56:8-137.

84. At all relevant times, Defendants have offered to perform and performed "Home Improvement[s]" within the definition of the Contractors' Registration Act, N.J.S.A. 56:8-137.

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

86. At all relevant times, Defendants were not exempt from the Contractors' Registration Act pursuant to N.J.S.A. 56:8-140.

87. The Contractors' Registration Act provides in pertinent part:

In addition to complying with the other requirements of the "Contractors' Registration Act," [N.J.S.A. 56:8-136 et seq.], no person shall offer to perform, or engage, or attempt to engage in the business of home elevation unless registered with the division as a home elevation contractor.

[N.J.S.A. 56:8-138.2(a).]

88. The Contractors' Registration Act requires that Contractors maintain insurance and provides in pertinent part:

A home elevation contractor, prior to entering into an agreement to perform a home elevation, shall provide proof of insurance to the homeowner including the issuing insurer, policy number, type, and amount of insurance coverage maintained by the contractor in accordance with this section.

[N.J.S.A. 56:8-142(d).]

89. 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

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

90. The Contractors' Registration Act further provides that "[t]he Director shall provide a toll-free telephone number for consumers making inquiries regarding contractors." N.J.S.A. 56:8-149(b). At all relevant times, the Director established and has published such toll-free telephone number.

91. In this regard, the Contractors' Registration Act requires that:

b. Any invoice, contract or correspondence given by a registrant to a consumer shall prominently contain the toll-free telephone number provided pursuant to [N.J.S.A. 56:8-149] of this Act.

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

92. Moreover, 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 [N.J.S.A. 56:8-142] of this act and the telephone number of the insurance company issuing the certificate; and
- (3) The total price or other consideration to be paid by the owner, including the finance charges.

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

93. In addition, the Contractors' Registration Act requires that Home Improvement Contracts 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).]

94. Defendants have engaged in conduct in violation of the Contractors' Registration Act including, but not limited to, the following:

- a. Offering to perform or engage in home elevations without being registered with the Division as a HEC (N.J.S.A. 56:8-138.2(a));
- b. Prior to entering into an ACHL/GRC Contract for a home elevation, failing to provide proof of insurance to the homeowner including the issuing insurer, policy number, type, and amount of insurance coverage (N.J.S.A. 56:8-142(d));
- c. Failing to include HIC and/or HEC registration numbers on advertisements (ACHL Website), contracts and consumer correspondence (N.J.S.A. 56:8-144(a));
- d. Failing to include on ACHL/GRC Contracts and correspondence, the toll-free telephone number provided by the Director for consumers to call with inquiries or complaints concerning contractors (N.J.S.A. 56:8-144(b));
- e. Failing to include HIC and/or HEC registration numbers on ACHL/GRC Contracts (N.J.S.A. 56:8-151(a)(1));
- f. Failing to include with ACHL/GRC Contracts a copy of Defendants' certificate of commercial general liability insurance as well as the telephone number of the company issuing the certificate (N.J.S.A. 56:8-151(a)(2));
- g. Failing to include in ACHL/GRC Contracts all the terms and conditions affecting price (e.g. hourly rate for labor) (N.J.S.A. 56:8-151(a)(3)); and
- h. Failing to include the "Notice to Consumer" required cancellation language in ACHL/GRC Contracts (N.J.S.A. 56:8-151(b)).

95. Defendants' conduct constitutes multiple violations of the Contractors' Registration Act, N.J.S.A. 56:8-136 et seq.

COUNT IV

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

96. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 95 above as if more fully set forth herein.

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

98. HECs and home elevations are included within the respective definitions of HICs and home improvements, pursuant to N.J.A.C. 13:45A-17.2.

99. At all relevant times, Defendants have been “Home Improvement Contractor[s]” and/or “Contractor[s]” within the definition of the Contractor Registration Regulations, N.J.A.C. 13:45A-17.2.

100. At all relevant times, Defendants have performed “Home Improvement[s]” within the definition of the Contractor Registration Regulations, N.J.A.C. 13:45A-17.2.

101. At all relevant times, Defendants have “advertise[d]” home improvements within the meaning of the Contractor Registration Regulations, N.J.A.C. 13:45A-17.2.

102. At all relevant times, Defendants have entered into “Home Improvement Contract[s]” within the definition of the Contractor Registration Regulations, N.J.A.C. 13:45A-17.2.

103. The Contractor Registration Regulations provide, in pertinent part:

(a) Unless exempt under N.J.A.C. 13:45A-17.4:

1. No person shall engage in the business of making or selling home improvements in this State unless registered with the Division in accordance with this subchapter; . . .

[N.J.A.C. 13:45A-17.3(a).]

104. At all relevant times, Defendants were not exempt from the Division's contractor registration requirements.

105. The Contractor Registration Regulations require that HICs and HECs 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 within the State.

(f) 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. 56:8-149 and shall be displayed in all caps in at least 10-point bold-face type as follows: FOR INFORMATION ABOUT CONTRACTORS AND THE CONTRACTORS' REGISTRATION ACT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS AT 1-888-656-6225.

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

106. Further, the Contractor Registration Regulations provide that:

In addition to the requirements of a home improvement contract pursuant to N.J.A.C. 13:45A-16.2, every home improvement contract in which a person required to be registered as a home improvement contractor is a party shall comply with the provisions of N.J.S.A. 56:8-151.

[N.J.A.C. 13:45A-17.13.]

107. Defendants have engaged in conduct in violation of the Contractor Registration Regulations including, but not limited to, the following:

a. Offering to perform or engage in home elevations without being registered with the Division as a HEC (N.J.A.C. 13:45A-17.3(a));

- b. Failing to include Defendants' HIC and/or HEC registration numbers on all advertisements, ACHL/GRC Contracts and consumer correspondence (N.J.A.C. 13:45A-17.11(d)(2));
- c. Failing to include on ACHL/GRC Contracts and correspondence the informational statement and toll-free telephone number provided by the Director for consumers making inquiries regarding contractors (N.J.A.C. 13:45A-17.11(f)); and
- d. Entering into ACHL/GRC Contracts that did not comply with the requirements of N.J.S.A. 56:8-151 (e.g., failing to include the "Notice to Consumer" required cancellation language) (N.J.A.C. 13:45A-17.13).

108. 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 V

VIOLATION OF THE HOME ELEVATION REGULATIONS BY DEFENDANTS

109. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 108 above as if more fully set forth herein.

110. The Home Elevation Regulations, specifically N.J.A.C. 13:45A-17A.3(a), provide that:

On or after October 1, 2014, no person shall engage in the business of making or selling home elevations in this State unless registered with the Division in accordance with this subchapter, except as provided in (a)1 below

111. The exceptions provided in N.J.A.C. 13:45A-17A.3(a)1 do not apply to Defendants.

112. The Home Elevation Regulations, specifically, N.J.A.C. 13:45A-17A.10, require that certain information must be displayed by the HEC and provides in pertinent part:

(d) A registered home elevation contractor shall prominently display:

...

2. The home elevation contractor's registration number on all advertisements distributed within this State, on business documents and contracts, and on correspondence with consumers of home elevation services in this State.

...

(f) 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 N.J.S.A. 56:8-149(b), which shall be displayed in all caps in at least 10-point boldface type as follows: FOR INFORMATION ABOUT CONTRACTORS AND THE CONTRACTORS' REGISTRATION ACT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS AT 1-888-656-6225.

[N.J.A.C. 13:45A-17A.10(d)(2), (f).]

113. The Home Elevation Regulations require that HECs maintain insurance and provides in pertinent part:

[E]very registered home elevation contractor or applicant seeking to become registered as a home elevation contractor shall secure and maintain in full force and effect during the entire term of registration:

1. Cargo, structural movers cargo, builders risk, riggers liability, care custody and control, or any other insurance policies that together are broad enough to cover the following risk of loss to the homeowner's dwelling, other structures, and personal property during the contracted elevation operations: perils typically insured under a "special form" homeowners policy, including damage caused by the negligence of the contractor and its subcontractors. Certificates of insurance for these policies shall be provided to the homeowner.

[N.J.A.C. 13:45A-17A.11(b).]

114. The Home Elevation Regulations contain the same requirements concerning written contracts, as in the Contractors' Registration Act. Specifically N.J.A.C. 13:45A-17A.12, provides that:

In addition to the requirements of a home improvement contract pursuant to N.J.A.C. 13:45A-16.2, every home elevation contract in which a person required to be registered as a home elevation contractor is a party shall comply with the provisions of N.J.S.A. 56:8-151.

115. Defendants have engaged in conduct in violation of the Home Elevation Regulations including, but not limited to, the following:

- a. Engaging in the business of making and/or selling home elevations without being registered by the Division as a HEC (N.J.A.C. 13:45A-17.3(a));
- b. Failing to include Defendants' HEC registration numbers on all advertisements, ACHL/GRC Contracts and consumer correspondence (N.J.A.C. 13:45A-17A.10(d)(2));
- c. Failing to include on ACHL/GRC Contracts and correspondence the informational statement and toll-free telephone number provided by the Director for consumers making inquiries regarding HECs (N.J.A.C. 13:45A-17A.10(f));
- d. Failing to provide consumers with proof of Defendants' required insurance policies (N.J.A.C. 13:45A-17.11(b)); and
- e. Entering into ACHL/GRC Contracts that did not comply with the requirements of N.J.S.A. 56:8-151 (e.g. failing to include the "Notice to Consumer" required cancellation language) (N.J.A.C. 13:45A-17A.12).

116. Defendants' conduct constitutes multiple violations of the Home Elevation Regulations, N.J.A.C. 13:45A-17A.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 DEFENDANTS**

117. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 116 above as if more fully set forth herein.

118. 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.

119. Defendants are “Seller[s]” within the definition of N.J.A.C. 13:45A-16.1.

120. The Home Elevation Contractor Regulations, N.J.A.C. 13:45A-17A.12, provide that the requirements of N.J.A.C. 13:45A-16.2 related to a home improvement contract pertain to every home elevation contract.

121. 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.

....

7. Performance:

- ii. Fail to begin or complete work on the date or within the time period specified in the home improvement contract, or as otherwise represented, unless the delay is for reason of labor stoppage; unavailability of supplies or materials, unavoidable casualties, or any other cause beyond the seller's control. Any changes in the dates or time periods stated in a written contract shall be agreed to in writing; or.

- iii. Fail to give timely written notice to the buyer of reasons, beyond the seller's control for any delay in the performance and when work will begin or be completed.

* * * *

[N.J.A.C. 13:45A-16.2(a)(7)(ii), (iii).]

122. Additionally, the Home Improvement Regulations include a writing requirement for contracts in excess of \$500.00 and provide, in pertinent part:

- 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:

* * * *

- 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;
- iii. The total price or other consideration to be paid by the buyer, including all finance charges. If the contract is one for time and materials, the hourly rate for labor and all other terms and conditions of the contract affecting price shall be clearly stated;

* * * * *

[N.J.A.C. 13:45A-16.2(a)(12)(ii)-(iii).]

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

- a. Failing to complete home improvements and/or home elevations on the date or within the time period specified in the ACHL/GRC Contract or otherwise represented (N.J.A.C. 13:45A-16.2(a)(7)(ii));
- b. Failing to give timely written notice to consumers of reasons, beyond Defendants' control, for any delay in the completion of home improvement and/or home elevation work (N.J.A.C. 13:45A-16.2(a)(7)(iii));
- c. Failing to include in ACHL/GRC Contracts a description of the work to be done and the principal products and materials to be used or installed (N.J.A.C. 13:45A-16.2(a)(12)(ii)); and
- d. Failing to include in ACHL/GRC Contracts the total price to be paid including the hourly rate for labor and all other terms and conditions affecting price (N.J.A.C. 13:45A-16.2(a)(12)(iii)).

124. Defendants' 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.

COUNT VII

VIOLATION OF THE ADVERTISING REGULATIONS BY DEFENDANTS

125. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 124 above as if more fully set forth herein.

126. The Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., address, among other issues, general advertising practices.

127. Specifically, the Advertising Regulations governing general advertising practices provide, in relevant part:

- (a) Without limiting the application of N.J.S.A. 56:8-1 et seq., the following practices shall be unlawful with respect to all advertisements:

....

9. The making of false or misleading representations of facts concerning the reasons for, existence or amounts of price reductions, the nature of an offering or the quantity of advertised merchandise available for sale.

[N.J.A.C. 13:45A-9.2(a)9.]

128. Defendants violated the Advertising Regulations by engaging in certain conduct including, but not limited to:

- a. Representing on the ACHL Website that Defendants “are here to provide the best customer service possible and to ensure that your housing transition is easy, we build your home stronger, and keep you out of harms way if another flood occurs,” when such is not the case;
- b. Representing on the ACHL Website that “Our Mission: To focus, elevating/lifting the homes above the flood level and to assist the homeowners in their urgency of getting back in their homes safely,” when such is not the case;
- c. Representing on the ACHL Website that Defendants “have put together a team of professionals to assist the homeowners in making their housing project easy and reassuring them of our urgency get them back into their homes,” when such is not the case;
- d. Representing on the ACHL Website that Defendants “work together on the behalf of our customers to make the process more efficient while providing the best customer service possible from start to finish!” when such is not the case; and
- e. Representing on the ACHL Website that “[w]e have been in the construction business for over 35 years,” when Atlantic Coast House Lifting was formed on December 18, 2014.

129. Defendants’ conduct constitutes multiple violations of the Advertising Regulations, specifically N.J.A.C. 13:45A-9.2(a)9, each of which constitutes a per se violation of the CFA.

COUNT VIII

**VIOLATION OF THE CFA,
THE CONTRACTORS' REGISTRATION ACT,
THE CONTRACTOR REGISTRATION REGULATIONS,
THE HOME ELEVATION REGULATIONS,
THE HOME IMPROVEMENT REGULATIONS
AND/OR THE ADVERTISING REGULATIONS BY G. REX**

130. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 129 above as if more fully set forth herein.

131. At all relevant times, G. Rex has been an owner, member, manager, director, representative and/or agent of Atlantic Coast House Lifting and George Rex Construction, and has controlled, directed and/or participated in the management and operation of those entities, including the conduct alleged in this Complaint.

132. In that capacity, G. Rex, among other things, actively participated in Defendants' management and operation as follows: (a) executed ACHL/GRC Contracts for home improvements and/or home elevations on behalf of Defendants; (b) supervised the home improvements and/or home elevations for which consumers contracted with Defendants; (c) met and/or communicated with consumers concerning the contracted-for home improvements and/or home elevations; and (d) endorsed consumer checks made out to Defendants for contracted-for home improvements and/or home elevations.

133. The conduct of G. Rex makes him personally liable for the violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, the Home Elevation Regulations, the Home Improvement Regulations and/or the Advertising Regulations committed by Atlantic Coast House Lifting and George Rex Construction.

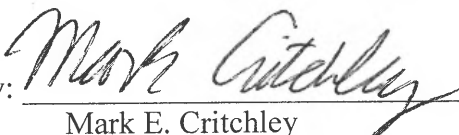
PRAYER FOR RELIEF

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

- (a) Finding that the acts and practices of Defendants 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., the Home Elevation Regulations, N.J.A.C. 13:45A-17A.1 et seq., the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq.; and/or the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq.;
- (b) Permanently enjoining Defendants and their owners, officers, directors, shareholders, founders, members, 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 et seq., the Contractor Registration Regulations, N.J.A.C. 13:45A-17.1 et seq., the Home Elevation Regulations, N.J.A.C. 13:45A-17A.1 et seq., the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., and/or the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., including, but not limited to, the acts and practices alleged in this Complaint, as authorized by the CFA, N.J.S.A. 56:8-8;
- (c) Permanently enjoining Defendants 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, including home elevations, within the State;
- (d) Permanently enjoining Defendants from the advertisement, offer for sale, sale and performance of home improvements, including home elevations, within the State;
- (e) Cancelling the Certificates of Formation in the State for Atlantic Coast House Lifting and George Rex Construction;
- (f) Permanently revoking the HIC and HEC registrations issued to Atlantic Coast House Lifting and George Rex Construction;
- (g) Directing Defendants, jointly and severally, to pay restitution 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 N.J.S.A. 56:8-8;

- (h) Directing Defendants, jointly and severally, to disgorge to the New Jersey Department of Community Affairs, RREM funds unlawfully acquired or retained, as authorized by N.J.S.A. 56:8-8;
- (i) Directing Defendants, jointly and severally, to pay the maximum statutory civil penalties for each and every violation of the CFA, in accordance with N.J.S.A. 56:8-13;
- (j) Directing Defendants, jointly and severally, to pay costs and fees, including attorneys' fees, 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
- (k) Granting such other relief as the interests of justice may require.

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs


By: 
Mark E. Critchley
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: January 18, 2017
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., the Home Elevation 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/or the Advertising Regulations, N.J.A.C. 13:45A-9.1 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 Defendants, 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. I certify that there is no other party who should be joined in this action at this time.

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs


By: 
Mark E. Critchley
Deputy Attorney General
Consumer Fraud Prosecution

Dated: January 18, 2017
Newark, New Jersey

RULE 1:38-7(c) CERTIFICATION OF COMPLIANCE

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs


By: 
Mark E. Critchley
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: January 18, 2017
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

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

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 
Mark E. Critchley
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: January 18, 2017
Newark, New Jersey