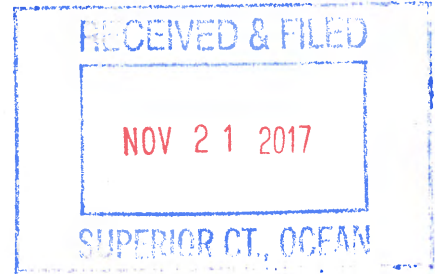


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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, OCEAN COUNTY
DOCKET NO. *C255-17*

CHRISTOPHER S. PORRINO, Attorney General
of the State of New Jersey, and SHARON M.
JOYCE, Acting Director of the New Jersey Division
of Consumer Affairs,

Plaintiffs,

v.

D.J.M. HOUSEHOLDS, INC. d/b/a JERSEY
PRIDE HOME RENOVATIONS; WILLIAM A.
WOLFORD, individually and as owner, officer,
director, founder, manager, representative and/or
agent of D.J.M. HOUSEHOLDS, INC. d/b/a
JERSEY PRIDE HOME RENOVATIONS; JANE
AND JOHN DOES 1-20, individually and as
owners, officers, directors, shareholders, founders,
managers, employees, servants, agents,
representatives and/or independent contractors of
D.J.M. HOUSEHOLDS, INC. d/b/a JERSEY
PRIDE HOME RENOVATIONS; 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 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. 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, rebuild, and/or elevate their existing homes to keep them safe from future storms. To aid affected homeowners in this process, 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, elevation, and new home construction. The Landlord Rental Repair Program (“LRRP”) was established by DCA to provide grants to new and existing landlords for, among other things, the restoration of storm-damaged rental properties through rehabilitation, reconstruction, elevation and/or other mitigation activities.

2. At all relevant times, D.J.M. Households, Inc. d/b/a Jersey Pride Home Renovations (“D.J.M. Households”), and William A. Wolford (“Wolford”) (collectively, “Defendants”) were engaged in the advertisement, offer for sale, sale and performance of home elevations and/or home improvements in New Jersey. Defendants were among the contractors hired by grant recipients of the RREM Program and/or the LRRP.

3. To date, the New Jersey Division of Consumer Affairs (“Division”) has received fifteen (15) consumer complaints regarding Defendants’ home elevation and/or home

improvement work. 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 violations arise from Defendants: (a) pressuring consumers into contracting with them for home elevation and/or home improvement work by stating that the proposed start date and pricing are only valid for forty-eight (48) hours; (b) failing to begin and/or complete home improvement work in the time period specified in the home improvement contract; and (c) failing to perform the contracted for home elevation work and/or home improvements after receipt of RREM funds, LLRP funds, and/or consumer payments. 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 the Director (collectively, "Plaintiffs") seek injunctive 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 Ocean County, pursuant to R. 4:3-2, because it is a county in which the Defendants have conducted business.

7. D.J.M. Households is a Domestic For-Profit Corporation established in the State on February 2, 2004. Wolford is identified as the incorporator of D.J.M. Households.

8. On June 5, 2006, D.J.M. Households registered Jersey Pride Home Renovations as an alternate name. On June 5, 2011, Jersey Pride Home Renovations expired as an alternate name for D.J.M. Households and it has never been renewed.

9. D.J.M. Households' original principal and main business address was 404 Burroughs Mill Court, Cherry Hill, New Jersey 08002. On January 25, 2015, D.J.M. Households changed its principal and main business address to 308 Rabbit Court, Mullica Hill, New Jersey 08062 ("308 Rabbit Court, Mullica Hill").

10. D.J.M Households' corporate status was suspended on September 16, 2007 for failure to pay annual renewal fees. To date, D.J.M. Households' corporate status remains suspended.

11. D.J.M. Household's registered agent in the State is Wolford, with a mailing address of 308 Rabbit Court, Mullica Hill.

12. At all relevant times, Wolford has been the owner, President, officer, director, founder, manager, representative and/or agent of D.J.M. Households and has controlled, directed and/or participated in the management and operation of that entity.

13. Upon information and belief, John and Jane Does 1 through 20 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, managers, employees, servants, agents, representatives and/or independent contractors of D.J.M. Households 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. Upon information and belief, 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 June 2006, Defendants have been engaged in the advertisement, offer for sale, sale and performance of home improvements for consumers in Cape May, Atlantic, Ocean and Monmouth counties.

16. Since at least November 2014, Defendants have been engaged in the advertisement, offer for sale, sale and performance of home elevations for consumers in New Jersey.

17. At all relevant times, D.J.M. Households was hired by RREM Program and LRRP grant recipients to perform home improvement and/or home elevation work.

A. RREM Program:

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

19. 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.

20. The RREM Program is open to homeowners whose primary residence is located in one of nine (9) New Jersey 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.

21. 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 for construction. As of October 13, 2014, an additional RREM grant of up to \$15,000 was available to homeowners for design services.

22. 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.

23. Seven (7) of the fifteen (15) consumers who have submitted complaints to the Division to date contracted with D.J.M. Households as Pathway B homeowners. Based upon information obtained by the Division to date, these seven (7) consumers paid D.J.M. Households the aggregate amount of \$655,220.33 for home elevation and/or home improvement work, which was not performed in whole or in part. To date, the RREM consumers with identified losses, as well as the funds each paid to DJ.M. Households, are as follows:

Last Name	RREM Funds disbursed to Consumer	Consumer Monies Paid to D.J.M Households	Total Amount Paid to D.J.M. Households	Estimated Restitution To Date	Type of Work
Bartone	\$126,899.01		\$10,900.00	\$10,900.00	Home Elevation
Downing	\$ 86,262.45		\$ 11,178.19	\$ 11,178.19	Home Elevation/ Home Improvement
Mariano	\$137,727.43		\$21,115.50	\$21,115.50	Home Elevation
Mitchell	\$150,000.00		\$ 68,364.00	\$ 18,920.65	Home Elevation/ Home Improvement
Nelson	\$130,511.39		\$46,320.00	\$18,180.00	Home Elevation/ Home Improvement
Rawlins	\$133,879.85		\$107,729.90	\$ 46,789.90	Home Elevation/ Home Improvement
Smythe	\$109,018.56		\$83,116.40	\$34,077.69	Home Elevation/

					Home Improvement
Total	\$1,039,050.24		\$655,220.23	\$261,518.50	

B. LRRP:

24. The LRRP, administered by DCA, consists of approximately \$70 million in federal funding provided through CDBG-DR funds allocated to New Jersey by HUD, to help eligible New Jersey landlords repair or rebuild their Superstorm Sandy-damaged residential rental properties.

25. The LRRP provides grants to landlords whose properties are between one (1) and twenty-five (25) rental dwelling units, for activities necessary to restore their storm-damaged rental properties, including rehabilitation, reconstruction, elevation and/or other mitigation activities.

26. The LRRP is open to landlords who certify that the property is used for year-long rental housing. After project completion, the landlords must agree to rent the housing units to low-to-moderate income households for rents that do not exceed thirty percent (30%) of monthly income for a household earning eighty percent (80%) of the Area Median Income.

27. The LRRP was required to expend seventy percent (70%) of its funds on rental units located in the nine (9) counties (Atlantic, Bergen, Cape May, Essex, Hudson, Middlesex, Monmouth, Ocean or Union) most impacted by Superstorm Sandy. Thirty percent (30%) of LRRP funds could be spent on Superstorm Sandy-damaged rental dwelling units located outside of the most impacted counties.

28. The LRRP is intended to function as a bridge between the total cost of repairs and other funding the landlord has received to repair or rebuild his or her residential rental properties. The calculation of the LRRP grant takes into consideration the cost of the repair or rebuilding, as

well as funds the landlord has received from other sources, such as insurance, Small Business Association loan funds, and non-profit organizations. The LLRP grant may not exceed \$50,000.

29. The LRRP program allows eligible landlords to select their own general contractor to repair or rebuild their rental properties. The general contractor must be licensed and/or registered with the State, and compliant with all State and Federal regulations applicable to the LRRP.

30. Two (2) of the fifteen (15) consumers who have submitted complaints to the Division to date contracted with D.J.M. Households as landlords in the LRRP. Based upon information obtained by the Division to date, these two (2) consumers paid D.J.M. Households the aggregate amount of \$98,934.00 for repairs to their rental properties, which were not performed in whole or in part. To date, the identified LRRP consumers, as well as the funds paid to D.J.M. Households, are as follows:

Last Name	Approved LRRP Funds	LRRP Funds Disbursed to Consumers	Consumer Monies Paid to D.J. M. Households	Total Amount Paid to D.J.M. Households	Estimated Restitution To Date	Contracted For Work
Lanza	\$50,000.00	\$50,000.00		\$34,934.00	\$30,624.00	Elevation
Souto	\$50,000.00	\$46,460.69	\$17,539.31	\$64,000.00	\$57,450.00	Elevation
Total	\$100,000.00	\$96,460.69	\$17,539.31	\$98,934.00	\$88,074.00	

B. Defendants' Website:

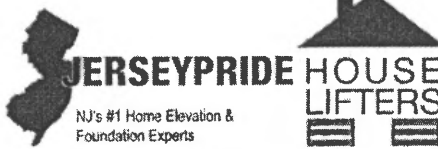
31. At all relevant times, Defendants advertised their home elevation and home improvement work through an internet website, namely <http://jerseypridehouselifters.com> ("D.J.M. Households Website").

32. As of May 25, 2017, the D.J.M. Households Website included the statement:
“NJ’s #1 Home Elevation & Foundation Experts.”

33. As of May 25, 2017, the D.J.M. Households Website’s homepage appeared as follows:



34. As of May 25, 2017, the “About” section of the D.J.M. Households Website provided, in pertinent part, as follows:



Servicing Cape May, Atlantic, Ocean & Monmouth Counties for over 25 yrs

Home

About

Gallery

Testimonials

Financing



Jersey Pride House Lifters

Jersey Pride has been Servicing New Jersey for over 25 years. We are home elevation experts with the same mind set that started this company.

Reliability, quality, integrity, and 100% customer satisfaction.

Being from New Jersey is crucial to understanding our clients needs, receiving only the 8th license issued for house lifting shows our commitment to the industry. We are passionate about what we do and continue to set the industry standards.

As infrastructural experts we are able to service our customers more efficient then all others. Our foundations are the best and the quality makes your home look that much nicer. We use the best technology and equipment and continue to learn and stay on top of all building codes and laws pertaining to the industry. We are financially sound and specifically insured for house lifting. We are growing and employ over thirty people.

We know how frustrating getting your project started and completed in a timely manner can be. We employ dedicated service professionals to help you from start to finish. They will guide you step by step to ensure your understanding of the project and make the process easier for you.

Safety is of the utmost importance to us we do not waiver on protecting our employee's and customers. We do not cut corners or settle on any job. We do it right! Making sure that when your project is done you are so satisfied that you will use us again or refer us to your family, friends, and neighbors.

We want you to proudly be part of the Jersey Pride Family!

35. "Bill Wolford" is pictured on the homepage and in the "About" section of the DJM Households Website.

C. Home Improvement Contractor Registration and Home Elevation Contractor Registration:

37. On or about January 23, 2006, D.J.M. Households submitted to the Division a Home Improvement Contractor Application for Initial Registration ("HIC Initial Application") for registration with the Division as a home improvement contractor ("HIC") in New Jersey.

38. In the HIC Initial Application, Wolford is identified as the President and the sole owner of D.J.M. Households.

39. Wolford paid the \$90.00 fee for initial registration of D.J.M. Households as an HIC with a personal check.

40. On June 23, 2006, the Division registered D.J.M. Households as an HIC and issued it registration number 13VH02699900.

41. On November 8, 2013, the Division issued a Provisional Order of Revocation of Registration and Discipline (“PORD”) against D.J.M. Households, which provisionally revoked D.J.M. Households’ HIC registration because Wolford failed to disclose a prior criminal conviction on D.J.M. Households’ HIC Initial Application.

42. On October 6, 2014, D.J.M. Households’ HIC registration was reinstated as a result of a Consent Order executed between the Division and D.J.M. Households.

43. On or about October 15, 2014, DJ.M. Households submitted to the Division a Home Elevation Contractor Application for Initial Registration (“HEC Initial Application”) for registration with the Division as a home elevation contractor (“HEC”) in New Jersey.

44. In the HEC Initial Application, Wolford is identified as the President and sole owner of D.J.M. Households.

45. On November 14, 2014, the Division registered D.J.M. Households as an HEC and issued it registration number 13HE00000800.

46. On December 1, 2016, the Division suspended D.J.M. Households’ HEC registration for failing to maintain the requisite insurance.

47. To date, D.J.M. Households HEC registration remains suspended.

48. As of May 25, 2017, the D.J.M. Households Website remained active and its Homepage included the statement that D.J.M. Households is “License and Insured – License #13HE00000800.”

D. Defendants' Contracts and Correspondence:

49. At all relevant times, Defendants utilized contracts for home improvement and/or home elevation work ("D.J.M. Households Contract").

50. At various times, the D.J.M. Households Contract did not include: (a) the informational statement and toll-free telephone number provided by the Director of the Division for consumers making inquiries concerning HECs and HICs; (b) D.J.M. Household's HEC registration number; (c) the signatures of all parties; and (d) the dates or time period within which the home elevation and/or home improvement work was to commence or be completed. Upon information and belief, Defendants did not otherwise provide this information to consumers who entered into D.J.M. Households Contracts.

51. The D.J.M. Households Contracts included the following provision in its "Terms and Conditions" section:

Due to the high demand and few qualified house lifting contractors[,] start dates and pricing listed is valid for 48 hours after the date of proposal. Although contractor does and is prepared for high work volume and makes every effort to provide clients with fast and accurate scheduling[,] Contractor has to continuously adjust schedule due to circumstances beyond contractors control[] Including but not limited to engineering delays, architect delays, surveyor delays, township permit delays, inclement weather, material shortages and labor shortages. Contractor is in no way responsible for any such delays that are out of contractors' control. Contractors system revolves around the first come first serve method. If owner wants to get scheduled but does not have complete and entire payment ready then owner can get on schedule with signed proposal and deposit engineering and permitting process can be completed. Owner must notify contractor when they are financially prepared for project start and contractor will then put owner on for next available start date. Please be aware deposits after 3 day notice of cancellation are not refundable.

52. By including this language in its contract, Defendants pressured consumers into signing a contract within forty-eight (48) hours in order to secure a start date.

53. At various times, the D.J.M. Households Contract contained language that Defendants would “[p]rovide township building and zoning permits to elevate existing house.”

54. At all relevant times, Wolford negotiated and/or signed the D.J.M. Households Contracts on behalf of D.J.M. Households.

55. At all relevant times, Wolford’s name was pre-printed on the D.J.M. Households Contract, along with DJM Households’ business address.

56. On at least one (1) occasion, Defendants failed to maintain the requisite commercial liability insurance necessary for an HEC project to commence.

57. At various times, Defendants failed to provide consumers with copies of the certificate of commercial general liability insurance required of an HEC or HIC as well as the telephone number of the company issuing the certificate, along with the D.J.M. Households Contracts.

58. At various times, Defendants’ correspondence failed to include: (a) D.J.M. Households’ HEC registration number; and (b) the toll-free telephone number provided by the Director of the Division for consumers making inquiries concerning HECs and HICs.

E. Defendants’ Business Practices Generally:

59. At all relevant times, Wolford served as a point of contact for consumers who entered into D.J.M. Households Contracts.

60. Upon information and belief, at all relevant times, Wolford supervised Defendants’ contracted-for home improvement and/or home elevation work.

61. Upon information and belief, at all relevant times, Wolford communicated with consumers via email and other written communications (e.g. texts).

62. Upon information and belief, at all relevant times, Wolford accepted and requested payment from consumers on behalf of DJM Households.

63. Upon information and belief, at various times, Defendants obtained all necessary documentation from consumers, but yet delayed filing for the permits necessary to commence home elevation and/or home improvement work.

64. For example, Defendants did not apply for permits until approximately seven (7) months after consumers had submitted disconnect notices to their utilities resulting in extensive delays in the commencement of the home elevation and/or home improvement work.

65. At various times, Defendants failed to commence the home elevation and/or home improvement work on the agreed upon date or time period represented in the D.J.M. Households Contracts.

66. At various times, Defendants failed to complete the home elevation and/or home improvement work on the agreed upon date or time period represented in the D.J.M. Households Contracts.

67. For example, although the D.J.M. Households Contract stated that the home elevation and/or home improvement work would be completed in approximately twelve (12) to fourteen (14) weeks, after more than ten (10) months Defendants still had not completed the work for many consumers.

68. At various times, Defendants failed to advise consumers of the dates or time period within which the home elevation and/or home improvement work was to be completed.

69. At various times, Defendants represented that home elevation and/or home improvement work would commence or continue on a specific date, but then failed to commence or continue the work on that date.

70. At various times, Defendants represented that home elevation and/or home improvement work would be completed by a specific date, but then failed to complete the work on that date.

71. Defendants failed to provide timely written notice to consumers of extensive delays in the commencement or performance of home elevation and/or home improvement work as well as when the work would begin or be completed.

72. At various times, Defendants represented that the home elevation and/or home improvement work would be completed at a date subsequent to the date set forth in the D.J.M Households Contract, but then failed to meet that date.

73. Upon information and belief, on at least one (1) occasion, Defendants failed to notify a consumer that D.J.M. Households' commercial liability insurance had been cancelled prior to that consumer disconnecting all utilities from their home, thus rendering the home unlivable, when such information was known to Defendants prior to the disconnect date.

74. At various times, Defendants accepted consumer payments, which included RREM Program or LRRP funds, and commenced home elevation and/or home improvement work, only to abandon the work and not return to the consumer's home for weeks, months, or at all.

75. At various times, Defendants represented that D.J.M. Households had an in-house architect and/or engineer, when such was not the case.

76. On at least one (1) occasion, Defendants represented that the consumer's twenty percent (20%) deposit of \$11,178.00 covered, among other things, architectural, engineering, and survey fees, as well as elevation certification fees, but then failed to provide the surveys, plans, or certificates, or proof of payment for these items, and then refused to refund the consumer's deposit.

77. Defendants' delays in the commencement and/or completion of the contracted-for home elevation and/or home improvement work caused: (a) homeowners to be displaced from their homes for even longer periods, resulting in additional housing and/or storage fees; or (b) landlords to be unable to have their rental properties occupied, thus requiring them to forego rental income.

78. At various times, Defendants performed home elevation work and/or home improvement work in a substandard manner (e.g. used lagoon water to mix concrete, which can result in the concrete breaking up at a later date).

79. At various times, Defendants failed to make the necessary repairs to correct substandard home elevation and/or home improvement work.

80. At various times, Defendants performed home elevation and/or home improvement work that failed to pass municipal inspections, and then failed to correct the work.

81. At various times, Defendants caused damage to consumers' homes while performing home elevation and/or home improvement work, and then failed to correct the damage or compensate the consumers for the damage.

82. At various times, Defendants caused damage to consumers' fixtures and/or doors while performing home elevation and/or home improvement work and failed to repair or replace these items.

83. In at least one (1) instance, Defendants left construction debris from another home elevation project on a consumer's property and then failed to remove it, causing the consumer to incur additional costs to remove the debris.

84. On at least one (1) occasion, Defendants performed home elevation and/or home improvement work without adhering to the engineering plans, which delayed completion of the work.

85. On at least one (1) occasion, Defendants abandoned home elevation work while the home was raised, causing the home to separate in the middle and the walls to crack, leaving the home uninhabitable.

86. At various times, Defendants failed to complete the contracted-for home elevation and/or home improvement work, thus requiring consumers to complete the work themselves, or hire another contractor, at additional cost to the consumers.

87. At various times, Defendants failed to respond to consumers' calls, e-mails and/or texts inquiring into when Defendants would continue home elevation and/or home improvement work that had been commenced, but then had been abandoned.

COUNT I

VIOLATION OF THE CFA BY DEFENDANTS (UNCONSCIONABLE COMMERCIAL PRACTICES)

88. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 87 above as if more fully set forth herein.

89. 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...

90. 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).

91. 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 home elevations and home improvements.

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

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

- a. Pressuring consumers into signing contracts by stating that start dates are valid for only forty-eight (48) hours after date of proposal;
- b. Entering into D.J.M. Households Contracts, accepting consumer payments and/or RREM Program funds and then failing to begin or complete the home elevation and/or home improvement work;
- c. Entering into D.J.M. Households Contracts, accepting consumer payments and/or LLRP funds and then failing to begin or complete the home elevation and/or home improvement work;
- d. Failing to submit applications for the necessary building and construction permits;
- e. Failing to maintain the requisite commercial liability insurance;
- f. Failing to commence the home elevation and/or home improvement on the agreed upon date or time period represented in the D.J.M. Households Contract;

- g. Failing to provide timely written notice for any delay in the performance of the home elevation and/or home improvement work;
- h. Accepting consumer payments and/or RREM funds and then commencing home elevation and/or home improvement work, only to abandon the project and fail to return to the consumer's home for weeks, months or at all;
- i. Causing consumers to be displaced from their homes for extended periods by failing to complete the contracted-for home elevation and/or home improvement work in a timely manner or at all;
- j. Abandoning a project and leaving a home uninhabitable;
- k. Performing home elevation and/or home improvement work in a substandard manner;
- l. Failing to make necessary repairs to correct substandard home elevation and or home improvement work;
- m. Causing damage to consumers' homes while performing home elevation and/or home improvement work and then failing to correct the damage or compensate consumers for the damage;
- n. Failing to remove construction debris from a consumer's property, causing the consumer to incur additional costs to remove the debris;
- o. Failing to complete the contracted-for home elevation and/or home improvement work, thus requiring consumers to complete the work themselves, or hire another contractor at additional cost to the consumers; and
- p. Failing to respond to consumers' calls, e-mails and/or texts inquiring when Defendants would commence, continue and/or complete the home elevation and/or home improvement work.

94. 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)

95. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 94 above as if more fully set forth herein.

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

- a. Misrepresenting on the D.J.M. Households Website that D.J.M. Households was a registered HEC after its registration had been suspended;
- b. Misrepresenting that D.J.M. Households would provide elevation certificates, surveys and architectural plans to consumers;
- c. Misrepresenting that D.J.M. Households had an in-house architect and/or engineer;
- d. Representing the dates or time period on or within which the home improvement projects were to commence but then failing to begin the projects as promised;
- e. Representing the dates or time period on or within which the home improvement projects were to be completed but then failing to complete projects as promised; and
- f. Representing to a consumer that a project would continue on specified date, when such was not the case.

97. 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

98. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 97 above as if more fully set forth at length herein.

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

100. The Contractors' Registration Act is applicable to home elevation contractors, pursuant to N.J.S.A. 56:8-138.2(a).

101. "Contractor" as defined in the Contractors' Registration Act, N.J.S.A. 56:8-137, includes home elevation contractors.

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

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

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

105. 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.

106. 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.

107. The Contractor's 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).]

108. 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.

109. In this regard, the Contractors' Registration Act requires "[a]ny 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).]

110. The Contractors' Registration Act also includes a writing requirement for contracts priced in excess of \$500, 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:

....

(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)]

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

- a. Failing to include the HEC registration number on business documents and correspondence with consumers (N.J.S.A. 56:8-144(a));
- b. Failing to include on invoices, D.J.M. Households Contracts and correspondence, the toll-free telephone number provided by the Director for consumers to call with inquiries or complaints concerning home improvement contractors (N.J.S.A. 56:8-144(b));
- c. Failing to include with the D.J.M. Households Contract 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)); and

d. Failing to include on D.J.M. Households Contracts the signatures of both parties (N.J.S.A. 56:-151(a)).

112. 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

113. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 112 above as if more fully set forth at length herein.

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

115. Home elevation contractors and home elevations are included within the respective definitions of "Home Improvement Contractor[s]" and "Home Improvement[s]" pursuant to N.J.A.C. 13:45A-17.2.

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

117. 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.

118. At all relevant times, Defendants have "advertise[d]" Home Improvements within the definition of the Contractor Registration Regulations, N.J.A.C. 13:45A-17.2.

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

120. The Contractor Registration Regulations 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 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).]

121. 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.]

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

- a. Failing to include the HEC registration number on invoices and correspondence with consumers (N.J.A.C. 13:45A-17.11(d)(2));
- b. Failing to include on D.J.M. Households 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

- c. Entering into D.J.M. Households Contracts that did not comply with the requirements of N.J.S.A. 56:8-151 (e.g. failing to set forth the signatures of both parties; and failing to provide a copy of commercial general liability insurance and the telephone number of the issuing insurance company with the contract) (N.J.A.C. 13:45A-17.13).

123. 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

124. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 123 above as if more fully set forth herein.

125. 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:

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

127. The Home Elevation Regulations, specifically, N.J.A.C. 13:45A-17A.10, require certain information to be displayed by the Contractor, providing 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).]

128. 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, states:

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.

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

- a. Engaging in the business of home elevations without being registered as an HEC on and after December 1, 2016;
- b. Failing to include in the D.J.M. Households Contracts and correspondence the informational statement and toll-free telephone number provided by the Director for consumers making inquiries regarding home elevation contractors (N.J.A.C. 13:45A-17A.10(f)); and
- c. Entering into D.J.M. Households Contracts that did not comply with the requirements of N.J.S.A. 56:8-151 (e.g. failing to set forth the signatures of both parties; failing to provide a copy of commercial general liability insurance and the telephone number of the issuing insurance company with the contract) (N.J.A.C. 13:45A-17A.12).

130. 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 REGULATIONS BY DEFENDANTS

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

132. 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 in connection with the sale, advertisement or performance of home improvement contracts.

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

134. The Home Elevation 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.

135. 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 performance, and when the work will begin or be completed.

....

10. Building permits:

- i. No seller contracting for the making of home improvements shall commence work until he is sure that all applicable state or local building and construction permits have been issued as required under state laws or local ordinances.

....

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:

....

- (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)(6)(ii, vii), (7)(ii-iii), (10)(i), (12)iv).]

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

- a. Failing to begin or complete work on the date or within the time period specified in the home improvement contract (N.J.A.C. 13:45A-16.2(a)(7)(ii));
- b. Failing to submit applications for the necessary building and construction permits;
- c. Failing to give timely written notice to the consumer of reasons for any delay in performance, and when the work will begin or be completed (N.J.A.C. 13:45A-16.2(a)(7)(iii)); and
- d. Failing to include in the D.J.M. Households Contracts the dates or time period on or within which the home improvement projects were to be completed by the seller (N.J.A.C. 13:45A-16.2(a)(12)(iv)).

137. 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

138. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 137 above as if more fully set forth herein.

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

140. 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).]

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

- a. Advertising for home elevation work without being registered as an HEC with the Division;
- b. Representing on the D.J.M. Households Website that D.J.M. Households has been “Servicing Cape May, Atlantic, Ocean & Monmouth Counties for over 25 yrs [sic]” when D.J.M. Household was established in New Jersey in February 2004;
- c. Representing on the D.J.M. Households Website that D.J.M. Households offers “Reliability, quality, integrity and 100% customer satisfaction[,]” despite having received numerous consumer complaints.

142. 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 THE ADVERTISING REGULATIONS BY WOLFORD

143. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 142 above as if more fully set forth herein.

144. At all relevant times, Wolford has been the president, owner, manager, director, representative and/or agent of D.J.M. Households, and has controlled, directed and/or

participated in the management and operation of that entity, including the conduct alleged in this Complaint.

145. In the initial HIC Initial Application and the HEC Initial Application, Wolford identified himself as the President and sole owner of D.J.M. Households.

146. In these capacities, Wolford actively participated in the violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, the Home Elevation Regulations, the Home Improvement Regulations and the Advertising Regulations committed by D.J.M. Households by, among other things: negotiating and signing D.J.M. Households Contracts; serving as a point of contact for consumers; supervising contracted-for home elevation and home improvement work; communicating with consumers by telephone and e-mail regarding work to be performed; and requesting and accepting payments, which included RREM Program and LRRP funds as well as consumer monies.

147. The conduct of Wolford makes him personally liable for the violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, the Home Improvement Regulations and the Advertising Regulations committed by D.J.M. Households.

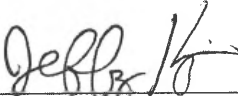
PRAYER FOR RELIEF

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

- (a) Finding that the acts, practices and omissions 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 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 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 elevation work and/or home improvements 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) Permanently vacating and/or annulling the corporate charter in the State of D.J.M. Households, as authorized by N.J.S.A. 56:8-8;
- (d) Permanently revoking the HEC and HIC registrations issued to D.J.M. Households;
- (e) Directing Defendants, jointly and severally, 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;

- (f) Directing Defendants, jointly and severally, to disgorge to the New Jersey Department of Community Affairs, RREM Program and LRRP funds unlawfully acquired or retained, as authorized by N.J.S.A. 56:8-8;
- (g) 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;
- (h) 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
- (i) Granting such other relief as the interests of justice may require.

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

By: 

Jeffrey Koziar
Deputy Attorney General
Consumer Fraud Prosecution Section

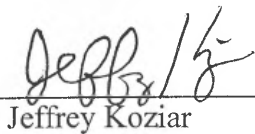
Dated: November 20, 2017
Newark, New Jersey

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-17A.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-9.1 et seq., is not the subject of any other action pending in any other court of this State. 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: _____



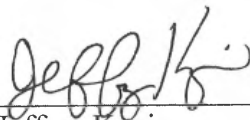
Jeffrey Koziar
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: November 20, 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 Rule 1:38-7(b).

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

By: 

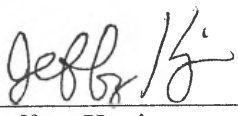
Jeffrey Koziar
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: November 20, 2017
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

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

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

By: 

Jeffrey Koziar
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: November 20, 2017
Newark, New Jersey