

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

By: James M. Greenberg (026722009)
Deputy Attorney General
(973) 648-3070

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION,
GLOUCESTER COUNTY
DOCKET NO. GLO-C-53-22

MATTHEW J. PLATKIN, Attorney General of the
State of New Jersey, and CARI FAIS, Acting Director
of the New Jersey Division of Consumer Affairs,

Plaintiffs,

v.

SOUTH JERSEY HOME CONTRACTING, LLC;
JAMES C. BARRERAS, JR., individually and as
owner, officer, director, founder, member, manager,
representative and/or agent of SOUTH JERSEY HOME
CONTRACTING, 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 SOUTH JERSEY HOME
CONTRACTING, LLC; and XYZ CORPORATIONS
1-20,

Defendants.

Civil Action

FINAL CONSENT JUDGMENT

The parties to this Action and Final Consent Judgment (“Consent Judgment”) are plaintiffs Matthew J. Platkin, Attorney General of the State of New Jersey (“Attorney General”), Cari Fais, Acting Director of the New Jersey Division of Consumer Affairs (“Director”) (collectively, “Plaintiffs”), and defendants South Jersey Home Contracting, LLC (“SJHC”) and James C. Barreras, Jr. (“Barreras”) (collectively, “Defendants”). As evidenced by their signatures below,

Plaintiffs and Defendants (collectively, the “Parties”) do consent to the entry of this Consent Judgment and its provisions without trial or adjudication of any issue of fact or law, and without an admission of any liability or wrongdoing of any kind.

PRELIMINARY STATEMENT

On October 17, 2022, Plaintiffs commenced this action alleging that Defendants violated the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -227 (“CFA”), the Contractors’ Registration Act, N.J.S.A. 56:8-136 to -152, and the regulations promulgated thereunder, specifically the Regulations Governing Contractor Registration, N.J.A.C. 13:45A-17.1 to -17.14 (“Contractor Registration Regulations”), and the Regulations Governing Home Improvement Practices, N.J.A.C. 13:45A-16.1 to -16.2 (“Home Improvement Regulations”), in connection with their Advertisement, offer for Sale, Sale and/or performance of Home Improvements to Consumers in the State of New Jersey (“State” or “New Jersey”). Specifically, among other things, Plaintiffs alleged that Defendants: (a) failed to begin or complete contracted for Home Improvements after receipt of Consumer payments; (b) closed their business after receiving Consumer payments for Home Improvement work they never performed; (c) failed to pay subcontractors after requesting and accepting payments from Consumers for those subcontractors; (d) imposed undisclosed charges and fees upon Consumers that were not included in the contract; and (e) refused to issue refunds when requested by Consumers after failing to perform the contracted-for Home Improvement work.

The Court has reviewed the terms of this Consent Judgment and based upon the Parties’ agreement and for good cause shown:

IT IS HEREBY ORDERED, ADJUDGED AND AGREED AS FOLLOWS:

1. JURISDICTION

1.1 The Parties admit jurisdiction of this Court over the subject matter and over the Parties for the purpose of entering into this Consent Judgment. The Court retains jurisdiction for the purpose of enabling the Parties to apply to the Court at any time for such further orders and relief as may be necessary for the construction, modification, enforcement, execution or satisfaction of this Consent Judgment.

2. VENUE

2.1 Pursuant to N.J.S.A. 56:8-8, venue as to all matters between the Parties hereto relating to or arising out of this Consent Judgment shall lie exclusively in the Superior Court of New Jersey, Chancery Division, Gloucester County.

3. EFFECTIVE DATE

3.1 This Consent Judgment shall be effective on the date that it is filed with the Court (“Effective Date”).

4. DEFINITIONS

As used in this Consent Judgment, references to the singular include the plural, and references to the plural include the singular. The following capitalized words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Judgment:

4.1 “Action” refers to the action titled Matthew J. Platkin, et al. v. South Jersey Home Contracting, LLC, et al., Superior Court of New Jersey, Chancery Division, Gloucester County, Docket No. GLO-C-53-22, and all pleadings and proceedings related thereto, including the Complaint and the Answer.

4.2 “Advertisement” shall be defined: (a) for purposes of the CFA, in accordance with N.J.S.A. 56:8-1(a); (b) for purposes of the Advertising Regulations, in accordance with N.J.A.C. 13:45A-9.1; and (c) for purposes of the Contractor Registration Regulations, in accordance with N.J.A.C. 13:45A-17.2. This definition applies to other forms of the word “Advertisement,” such as “Advertised” and “Advertising.”

4.3 “Any” includes “all” and vice versa.

4.4 “Attorney General” shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

4.5 “Barreras” shall refer to defendant James C. Barerras, Jr.

4.6 “Consumer[s]” means any Person to whom Defendants directly or indirectly Advertised and/or offered Merchandise for Sale.

4.7 “Division” means the New Jersey Division of Consumer Affairs.

4.8 “Home Improvement” shall be defined: (a) for purposes of the Contractors’ Registration Act, in accordance with N.J.S.A. 56:8-137; and (b) for purposes of the Contractor Registration Regulations, in accordance with N.J.A.C. 13:45A-17.2.

4.9 “Home Improvement Contract[s]” shall be defined: (a) for purposes of the Contractors’ Registration Act, in accordance with N.J.S.A. 56:8-137; and (b) for purposes of the Contractor Registration Regulations, in accordance with N.J.A.C. 13:45A-17.2.

4.10 “Home Improvement Contractor” or “Contractor” shall be defined: (a) for purposes of the Contractors’ Registration Act, in accordance with N.J.S.A. 56:8-137; and (b) for purposes of the Contractor Registration Regulations, in accordance with N.J.A.C. 13:45A-17.2.

4.11 “Include” and “Including” shall be construed as broadly as possible and shall mean “without limitation.”

4.12 “Merchandise” shall be defined in accordance with N.J.S.A. 56:8-1(c) and shall include Home Improvements, labor services, products, and materials.

4.13 “New Jersey” and “State” shall refer to the State of New Jersey.

4.14 “Person[s]” shall be defined in accordance with N.J.S.A. 56:8-1(d).

4.15 “Sale” shall be defined in accordance with N.J.S.A. 56:8-1(e).

4.16 “Senior Citizen” shall be defined in accordance with N.J.S.A. 56:8-1(f) and -14.2.

4.17 “SJHC” shall refer to defendant South Jersey Home Contracting, LLC.

5. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

5.1 Defendants shall not engage in any unfair or deceptive acts or practices in the conduct of any business in New Jersey and shall comply with such State and/or federal laws, rules and regulations as now constituted or as may hereafter be amended, including the CFA, the Contractors’ Registration Act, the Contractor Registration Regulations, and the Home Improvement Regulations.

5.2 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, are permanently enjoined from engaging in, continuing to engage in, or doing any acts or practices in violation of the CFA, the Contractors’ Registration Act, the Contractor Registration Regulations, and the Home Improvement Regulations.

5.3 SJHC is permanently enjoined from the Advertisement, offer for Sale, Sale and performance of Home Improvements within the State, as authorized by the CFA, specifically N.J.S.A. 56:8-8.

5.4 The corporate charter in the State for SJHC is permanently vacated and annulled, as authorized by the CFA, specifically N.J.S.A. 56:8-8.

5.5 Upon the Effective Date, Barreras shall initiate proceedings for the dissolution of SJHC in accordance with all applicable State and federal laws including, without limitation, the payment of creditors, liquidation of assets, winding down of affairs, and filing in the office of the Secretary of State an original and copy of SJHC's certificate of dissolution. Barreras shall complete the dissolution of SJHC as soon as is reasonably practicable, but in no event later than four (4) months from the Effective Date or by January 1, 2024, whichever date is sooner. Upon SJHC's dissolution, Barreras shall submit documentation to the Division evincing the dissolution of SJHC.

5.6 The Home Improvement Contractor registration issued to SJHC is permanently revoked, as authorized by the CFA, specifically N.J.S.A. 56:8-8.

5.7 Barerras is permanently enjoined from managing, operating or having any involvement in the operation of SJHC and from deriving any compensation or other monetary benefit from the operation of SJHC, as authorized by the CFA, specifically N.J.S.A. 56:8-8.

5.8 Defendants shall not enter into Home Improvement Contracts and accept Consumer payments, but then fail to begin the contracted-for work and abandon the project, pursuant to the CFA, specifically N.J.S.A. 56:8-2.

5.9 Defendants shall not enter into Home Improvement Contracts, accept Consumer payments, commence the contracted-for work, but then fail to complete that work, pursuant to the CFA, specifically N.J.S.A. 56:8-2.

5.10 Defendants shall not enter into Home Improvement Contracts and accept Consumer payments pursuant to the contracts, but then close Defendants' business without performing, in whole or in part, the contracted-for work, pursuant to the CFA, specifically N.J.S.A. 56:8-2.

5.11 Defendants shall not request and accept Consumer payments for work performed by subcontractors and other third-party vendors, but then fail to pay the subcontractor or vendor, pursuant to the CFA, specifically N.J.S.A. 56:8-2.

5.12 Defendants shall not impose undisclosed charges and fees on Consumers that were not included in the price of the Home Improvement Contract, as required by the CFA, specifically N.J.S.A. 56:8-2, and the Home Improvement Regulations, specifically N.J.A.C. 13:45A-16.2(a)(6)(viii).

5.13 Defendants shall not request and accept Consumer payments for materials, but then instruct the supplier not to order the materials and/or fail to pay the supplier, pursuant to the CFA, specifically N.J.S.A. 56:8-2.

5.14 Defendants shall not refuse to issue refunds when requested by Consumers after failing to perform the contracted-for Home Improvement work, pursuant to the CFA, specifically N.J.S.A. 56:8-2.

5.15 Defendants shall begin and/or complete Home Improvements on the date or within the time period specified in the Home Improvement Contract, or as otherwise represented, as required by the CFA, specifically N.J.S.A. 56:8-2, and the Home Improvement Regulations, specifically N.J.A.C. 13:45A-16.2(a)(7)(ii).

5.16 Defendants shall timely respond to Consumer inquiries regarding when the Home Improvements will commence or continue, pursuant to the CFA, specifically N.J.S.A. 56:8-2.

5.17 Defendants shall not provide Consumers with schedules or timetables of work to be done, but then fail to adhere to such schedules or timetables, pursuant to the CFA, specifically N.J.S.A. 56:8-2.

5.18 Defendants shall not represent to Consumers that they will return to the Consumer's residence to begin or continue contracted-for work, but then fail to do so, pursuant to the CFA, specifically N.J.S.A. 56:8-2.

5.19 Defendants shall include their Home Improvement Contractor ("HIC") registration number on all Advertisements, as required by the Contractors' Registration Act and the Contractor Registration Regulations, specifically N.J.S.A. 56:8-144(a) and N.J.A.C. 13:45A-17.11(d)(2).

5.20 Defendants shall include the Defendants' certificate of commercial general liability insurance and the telephone number of the insurance company issuing the certificate with all Home Improvement Contracts, as required by the Contractors' Registration Act, specifically N.J.S.A. 56:8-151(a)(2).

5.21 Defendants shall include the informational statement and the toll-free telephone number provided by the Director for Consumers making inquiries regarding Contractors in all Home Improvement Contracts, as required by the Contractors' Registration Act and the Contractor Registration Regulations, specifically N.J.S.A. 56:8-144(b) and N.J.A.C. 13:45A-17.11(f).

5.22 Defendants shall include the "Notice to Consumer" required cancellation language in all Home Improvement Contracts, as required by the Contractors' Registration Act and the Contractor Registration Regulations, specifically N.J.S.A. 56:8-151(b) and N.J.A.C. 13:45A-17.13.

5.23 Defendants shall not demand final payment from Consumers before the Home Improvements are completed in accordance with the terms of the Home Improvement Contract, as

required by the CFA, specifically N.J.S.A. 56:8-2, and the Home Improvement Regulations, specifically N.J.A.C. 13:45A-16.2(a)(6)(v).

5.24 Defendants shall provide timely written notice to Consumers of reasons, beyond their control, for any delay in the performance of Home Improvements, and when the work will begin or be completed, as required by the Home Improvement Regulations, specifically N.J.A.C. 13:45A-16.2(a)(7)(iii).

5.25 Defendants shall not engage in a scheme of unlawful practices directed at Senior Citizens in connection with their Sale of Home Improvements, pursuant to the CFA, specifically N.J.S.A. 56:8-2, N.J.S.A. 56:8-15, and N.J.S.A. 56:8-14.3.

6. SETTLEMENT AMOUNT

6.1 The Parties have agreed to a settlement of this Action in the amount of Four Hundred Forty-Two Thousand, Twenty-Nine and 70/100 Dollars (\$442,029.70) (“Settlement Amount”), which is comprised of One Hundred Eighty-Five Thousand Dollars (\$185,000) in civil penalties pursuant to N.J.S.A. 56:8-13 and Two Hundred Fifty-Seven Thousand, Twenty-Nine and 70/100 Dollars (\$257,029.70) in Consumer restitution pursuant to N.J.S.A. 56:8-8, which is comprised.

6.2 Defendants shall pay Two Hundred Ninety-Two Thousand Twenty-Nine and 70/100 Dollars (\$292,029.70) (“Settlement Payment”) in installments as follows:

- a. Two Thousand Twenty-Nine and 70/100 Dollars (\$2,029.70) shall be paid contemporaneously with the signing of this Consent Judgment, due on or before September 15, 2023;
- b. Four Thousand and 00/100 Dollars (\$4,000.00) shall be paid on or before the first day of each month, beginning October 1, 2023, and continuing for seventy-two (72) months until October 1, 2029; and
- c. Two Thousand and 00/100 Dollar (\$2,000.00) shall be paid on or before November 1, 2029.

6.3 The Settlement Payment shall be made by certified check, cashier's check, money order, credit card or wire transfer made payable to the "New Jersey Division of Consumer Affairs" and shall be forwarded to:

Case Management and Tracking Unit
New Jersey Department of Law and Public Safety
Division of Consumer Affairs
124 Halsey Street
P.O. Box 45025
Newark, New Jersey 07101
Attention: Van Mallett, Lead Investigator

6.4 Upon making the Settlement Payment, Defendants shall immediately be fully divested of any interest in, or ownership of, the monies paid. All interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Plaintiffs pursuant to the terms herein.

6.5 One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) of the Settlement Amount shall be suspended and automatically vacated ("Suspended Penalty") at the expiration of sixty-eight (68) months from the Effective Date, provided:

- a. Defendants sign and return this Consent Judgment with the first payment of \$2,029.70 by September 15, 2023;
- b. Barreras submits documentation to the Division evincing the dissolution of SJHC by January 1, 2024.
- c. Defendants comply in all material respects with the terms and conditions set forth in this Consent Judgment, including Section 5; and
- d. Defendants make the Settlement Payment in the manner required by Section 6.2.

6.6 In the event Defendants fail to comply with the requirements of Section 6.5, Plaintiffs shall provide Defendants with written notice of noncompliance ("Notice of

Noncompliance”), seeking payment of any unpaid portion of the Settlement Amount. In any such Notice of Noncompliance, Plaintiffs shall provide Defendants with the specific details of the alleged noncompliance, as well as any supporting documents, and shall afford Defendants a fifteen (15) day period from receipt of the Notice of Noncompliance within which to cure the noncompliance (“Cure Period”).

6.7 In the event of Defendants’ failure to cure any such noncompliance within the Cure Period, Defendants consent to the entry of a judgment for the unpaid portion of the Settlement Amount. Upon entry by the Court of any such judgment, Plaintiffs shall then arrange for entry of such judgment upon the Statewide docket.

7. DISMISSAL OF ACTION

7.1 The entry of this Consent Judgment constitutes a dismissal with prejudice of the Action as between Plaintiffs and Defendants provided, however, that the Court shall retain jurisdiction to enforce the terms of this Consent Judgment.

8. GENERAL PROVISIONS

8.1 This Consent Judgment is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of obligations and duties imposed by this Consent Judgment.

8.2 This Consent Judgment shall be governed by, and construed and enforced in accordance with, the laws of the State.

8.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Judgment and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Judgment.

8.4 This Consent Judgment contains the entire agreement between the Parties. Except as otherwise provided herein, this Consent Judgment shall be modified only by a written instrument signed by or on behalf of the Parties.

8.5 Except as otherwise explicitly provided in this Consent Judgment, nothing in this Consent Judgment shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

8.6 If any portion of this Consent Judgment is held invalid or unenforceable by operation of law, the remaining terms of this Consent Judgment shall not be affected.

8.7 This Consent Judgment shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Judgment be used to avoid compliance with this Consent Judgment.

8.8 This Consent Judgment is entered into by the Parties for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Judgment shall constitute, or be construed as: (a) an approval, sanction or authorization by the Plaintiffs or any other governmental unit of New Jersey of any act or practice of Defendants; and (b) an admission by Defendants that any of their acts or practices described in or prohibited by this Consent Judgment are unfair or deceptive or violate the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, and/or the Home Improvement Regulations. Neither the existence of, nor the terms of this Consent Judgment shall be deemed to constitute evidence or precedent of any kind except in: (a) an action or proceeding by one of the Parties to enforce, rescind or otherwise implement or affirm any or all of the terms herein; or (b) an action or proceeding involving a Released Claim (as defined in Section 10) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

8.9 Nothing contained in this Consent Judgment shall be construed to limit or otherwise affect the rights of any Persons who are not Parties to this Consent Judgment with respect to any of the matters contained herein.

8.10 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Consent Judgment may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Judgment.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Parties represent and warrant that an authorized representative of each has signed this Consent Judgment with full knowledge, understanding and acceptance of its terms and that the representative has done so with authority to legally bind the respective Party.

9.2 Barreras represents and warrants that he closed SJHC in early 2022.

10. RELEASE

10.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Judgment, and conditioned on Defendants making the Settlement Payment in accordance with Section 6.2, Plaintiffs hereby agree to release Defendants from any and all civil claims or Consumer-related administrative claims, to the extent permitted by State law, which Plaintiffs could have brought prior to the Effective Date against Defendants for violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, and/or the Home Improvement Regulations as alleged in the Action, as well as the matters specifically addressed in Section 5 of this Consent Judgment ("Released Claims").

10.2 Notwithstanding any term of this Consent Judgment, the following do not comprise Released Claims: (a) private rights of action, provided, however, that nothing prevents Defendants from raising the defense of set-off against a Consumer who has received restitution; (b) actions to

enforce this Consent Judgment; and (c) any claims against Defendants by any other agency or subdivision of the State.

11. PENALTIES FOR FAILURE TO COMPLY

11.1 The Attorney General (or designated representative) shall have the authority to enforce the provisions of this Consent Judgment or to seek sanctions for violations hereof or both.

11.2 The Parties agree that any future violations of Section 5 of this Consent Judgment, the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, and/or the Home Improvement Regulations shall constitute a second or succeeding violation under N.J.S.A. 56:8-13, and that Defendants may be liable for enhanced civil penalties.

12. COMPLIANCE WITH ALL LAWS

12.1 Except as provided in this Consent Judgment, no provision herein shall be construed as:

- a. Relieving Defendants of their obligation to comply with all State and federal laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or
- b. Limiting or expanding any right the Plaintiffs may otherwise have to obtain information, documents or testimony from Defendants pursuant to any State or federal law, regulation or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right Defendants may otherwise have pursuant to any State or federal law, regulation or rule, to oppose any process employed by the Plaintiffs to obtain such information, documents or testimony.

13. NOTICES UNDER THIS CONSENT JUDGMENT

13.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Parties pursuant to this Consent Judgment shall be sent by United States mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides

tracking services and identification of the Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Plaintiffs:

James M. Greenberg, Deputy Attorney General
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

For the Defendants:

Joseph M. Marrone, Esq.
Marrone Law Firm Group, LLC
200 South Broad Street, Suite 610
Philadelphia, Pennsylvania 19102

**IT IS ON THE 13th DAY OF September 2023, SO ORDERED,
ADJUDGED AND DECREED.**



HON. ROBERT G. MALESTEIN, P.J. CH.

**JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:**

FOR THE PLAINTIFFS:

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY

By: James M. Greenberg
James M. Greenberg, Deputy Attorney General
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

Dated: September 11, 2023

FOR THE DEFENDANTS:

MARRONE LAW FIRM, LLC

DocuSigned by:
By: Joseph M. Marrone
3C8C27060B1C1E11
Joseph M. Marrone, Esq.
Marrone Law Firm, LLC
200 South Broad Street, Suite 610
Philadelphia, Pennsylvania 19102

Dated: 9/8/2023, 2023

SOUTH JERSEY HOME CONTRACTING, LLC

DocuSigned by:
By: James C. Barreras
6BF77E7CEA843C
James C. Barreras, Owner
101 Route 130, Suite 300
Cinnaminson, New Jersey 08077

Dated: 9/10/2023, 2023

JAMES C. BARRERAS, INDIVIDUALLY

DocuSigned by:
By: James C. Barreras
6BF77E7CEA843C
James C. Barreras
101 Route 130, Suite 300
Cinnaminson, New Jersey 08077

Dated: 9/10/2023, 2023