

“Respondents”), with a business address of 73 Four Corners Road, Blairstown, New Jersey 07825. (hereinafter the “Investigation”);

WHEREAS the Division alleges that the Respondents violated the CFA, the Contractors’ Registration Act, the Contractor Registration Regulations, and the Home Improvement Regulations;

WHEREAS the Respondents deny that they have committed any violations of the CFA, the Contractors’ Registration Act, the Contractor Registration Regulations, and the Home Improvement Regulations;

WHEREAS the Division and Respondents (collectively, the “Parties”) having reached an amicable agreement resolving the issues in controversy and concluding this Investigation without the need for further action, and Respondents having voluntarily cooperated and consented to the entry of the within order (hereinafter “Consent Order”) without having admitted any fact or violation of law, and for good cause shown:

IT IS ORDERED and **AGREED** as follows:

1. EFFECTIVE DATE

1.1 This Consent Order is effective on the date that it is filed with the Division (“Effective Date”).

2. DEFINITIONS

As used in this Consent Order, the following words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Order:

2.1 “Advertise,” “Advertisement” or “Advertising” shall mean any written, oral or electronic statement, illustration or depiction that is designed to create interest in the purchase of, impart information about the attributes of, publicize the availability of, or effect the sale or use of,

goods or services, whether the statement appears in a brochure, newspaper, magazine, free-standing inset, bill board, circular, mailer, package insert, package label, product instructions, electronic mail, website, homepage, television, cable television, radio, commercial or any other medium. For purposes of the Contractor Registration Regulations, “Advertise” shall be defined in accordance with N.J.A.C. 13:45A-17.2.

2.2 “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.

2.3 “Consumer” shall refer to any Person, defined in accordance with N.J.S.A. 56:8-1(d), who is offered Merchandise, defined in accordance with N.J.S.A. 56:8-1(d), for Sale, defined in accordance with N.J.S.A. 56:8-1(e).

2.4 “Contractor” shall be defined in accordance with N.J.S.A. 56:8-137.

2.5 “Home Improvement” shall be defined in accordance with N.J.S.A. 56:8-137, N.J.A.C. 13:45A-16.1, and/or N.J.A.C. 13:45A-17.2.

2.6 “Home Improvement Contract” shall be defined in accordance with N.J.S.A. 56:8-137, N.J.A.C. 13:45A-16.1, and N.J.A.C. 13:45A-17.2.

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

2.8 “State” shall refer to the State of New Jersey.

3. REQUIRED AND PROHIBITED BUSINESS PRACTICES

3.1 Respondents shall not Advertise, offer to perform, engage in or attempt to engage in the Sale or performance of any Home Improvement in the State.

3.2 Respondents shall not perform any Home Improvement work for any Person that performs Home Improvement work in this State.

3.3 Respondents shall not be associated with, in any manner, any Person that performs Home Improvement work in this State.

4. GENERAL PROVISIONS

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

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

4.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Order 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 Order.

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

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

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

4.7 This Consent Order shall be binding upon Respondents as well as their principals, officers, directors, agents, employees, successors and assigns, and any Person or device through

which they may now or hereafter act, as well as any Persons who have authority to control or who, in fact, control and direct their business.

4.8 This Consent Order 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 Order avoid compliance with this Consent Order.

4.9 This Consent Order is entered into by the Parties for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Order shall be construed as: (a) an approval, sanction or authorization by the Division or any other governmental unit of the State of any act or practice of Respondents; or (b) an admission by Respondents that any of their acts or practices described in or prohibited by this Consent Order are unfair or deceptive or violate the CFA, the Contractor's Registration Act, the Contractor Registration Regulations and/or the Home Improvement Regulations. Neither the existence of, nor the terms of this Consent Order 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 any or all of the terms herein; or (b) an action or proceeding involving a Released Claim (as defined in Section 5) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

4.10 This Consent Order is a public document subject to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

4.11 Unless otherwise prohibited by law, any signatures by the Parties required for filing of this Consent Order 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 Order.

5. RELEASE

5.1 In consideration of the injunctive relief, undertakings, mutual promises and obligations provided for in this Consent Order, the Division hereby agrees to release Respondent from any and all civil claims or Consumer related administrative claims, to the extent permitted by State law, which the Division could have brought prior to the Effective Date against Respondent for violations of the CFA, the Contractor's Registration Act, the Contractor Registration Regulations and/or the Home Improvement Regulations arising out of the Investigation, as well as the matters addressed in this Consent Order (the "Released Claims").

5.2 Notwithstanding any term of this Consent Order, the following do not comprise Released Claims: (a) private rights of action; (b) actions to enforce this Consent Order; and (c) any claims against Respondent by any other agency or subdivision of the State.

6. PENALTIES FOR FAILURE TO COMPLY

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

6.2 The Parties agree that any future violations of the injunctive provisions of this Consent Order as well as the CFA, the Contractor's 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 Respondents may be liable for enhanced civil penalties.

7. COMPLIANCE WITH ALL LAWS

7.1 Except as provided in this Consent Order, no provision herein shall be construed as:

- a. Relieving Respondent 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 Division may otherwise have to obtain information, documents or testimony from Respondents 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 Respondent may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Division to obtain such information, documents or testimony.

8. NOTICES UNDER THIS CONSENT ORDER

8.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Division or Respondents pursuant to this Consent Order shall be sent by United States mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for 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 Division:

Glenn T. Graham
Deputy Attorney General
State of New Jersey
Department of Law and Public Safety
Division of Law
124 Halsey Street - 5TH Floor
P.O. Box 45029
Newark, New Jersey 07101

For the Respondents:

Philip J. Mauriello
73 Four Corners Road
Blairstown, New Jersey 07825

IT IS ON THE 7th DAY OF August, 2012 SO ORDERED.

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY

By: 
ERIC KANEFSKY, ACTING DIRECTOR
DIVISION OF CONSUMER AFFAIRS

**THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS
CONSENT ORDER ON THE DATES ADJACENT TO THEIR RESPECTIVE
SIGNATURES.**

FOR THE DIVISION

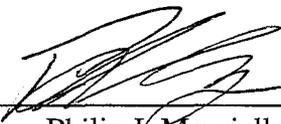
JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY

By: 
Glenn T. Graham
Deputy Attorney General
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Telephone: (973) 648-7457

Dated: 8/6, 2012

FOR THE RESPONDENTS:

PHILIP J. MAURIELLO, President of LINWOOD KITCHENS CORPORATION, and PHILIP J.
MAURIELLO, Individually

By: 
Philip J. Mauriello
73 Four Corners Road
Blairstown, New Jersey 07825

Dated: 7/30/12, 2012