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SUPERIOR COURT BERGEN COUNTY
FILED

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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, BERGEN COUNTY
DOCKET NO. BER-C- 279-14

JOHN J. HOFFMAN, Acting Attorney General of the
State of New Jersey, and STEVE C. LEE, Acting
Director of the New Jersey Division of Consumer
Affairs,

Plaintiffs,

v.

A. PIZZA CONTRACTING, LLC, AP BUILDING &
CONSTRUCTION, LLC a/k/a AP BUILDERS &
CONSTRUCTION, LLC; ANTHONY ANGELO
PIZZA, and 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 A. PIZZA
CONTRACTING, LLC, AP BUILDING &
CONSTRUCTION, LLC a/k/a AP BUILDERS &
CONSTRUCTION; and XYZ CORPORATIONS 1-20,

Defendants.

Civil Action

COMPLAINT

GENERAL EQUITY
ASSET PROCEEDINGS

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CHANCERY DIVISION

Plaintiffs John J. Hoffman, Acting Attorney General of the State of New Jersey ("Attorney
General"), with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey, and Steve C.

Lee, 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. At all relevant times, defendants A. Pizza Contracting, LLC, AP Building & Construction, LLC a/k/a AP Builders & Construction, LLC, and Anthony Angelo Pizza (collectively, “Defendants”) were engaged in the advertisement, offering for sale, sale and performance of various home improvements, including, among other things, roofing, remodeling basements, bathrooms and kitchens, masonry work (e.g., patios, driveways, and front steps), and various home extensions (e.g., garage additions), to consumers in the State of New Jersey (“State” or “New Jersey”) and elsewhere.

2. Consumer complaints received by the New Jersey Division of Consumer Affairs (“Division”) regarding Defendants’ home improvement work 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”), and the Regulations Governing Home Improvement Practices, N.J.A.C. 13:45A-16.1 et seq. (“Home Improvement Regulations”). Among other things, these alleged violations arise from Defendants’ failure to: (a) provide consumers with written home improvement contracts; (b) include required information in or with home improvement contracts (e.g., description of work, cancellation language); (c) perform the contracted for home improvement work, after receiving consumer payments; and (d) make the necessary repairs to correct substandard home improvement work. The Attorney General and Director commence this action to halt Defendants’ deceptive business practices and to obtain consumer restitution and other monetary relief.

PARTIES AND JURISDICTION

3. 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 and the Home Improvement Regulations. The Director is charged with the responsibility of administering the CFA, the Contractors' Registration Act, the Contractor Registration Regulations and the Home Improvement Regulations on behalf of the Attorney General.

4. By this action, the Attorney General and Director (collectively, "Plaintiffs") seek injunctive relief and other relief for violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, and the Home Improvement 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. Venue is proper in Bergen County, pursuant to R. 4:3-2, because it is a county in which the Defendants have maintained a business address and otherwise conducted business.

5. A. Pizza Contracting, LLC ("A. Pizza Contracting") is a New Jersey limited liability company, formed on December 7, 2000. Upon information and belief, A. Pizza Contracting's current principal business and mailing address is 155 Penobscot Street, Clifton, New Jersey 07013. At varying times, A. Pizza Contracting has also maintained principal business addresses at 128 Montrose Avenue, Rutherford, New Jersey 07070, and/or 134 Washington Avenue, Rutherford, New Jersey 07070.

6. A. Pizza Contracting's registered agent in the State is Anthony Angelo Pizza ("A. Pizza") with a mailing address of [REDACTED]

7. At all relevant times, upon information and belief, A. Pizza has been the managing member of A. Pizza Contracting.

8. AP Building & Construction, LLC a/k/a AP Builders & Construction, LLC (“AP Building”) is a New Jersey limited liability company, formed on November 30, 2012. Upon information and belief, at all relevant times, AP Building has maintained a business and mailing address of 156 Orono Street, Clifton, New Jersey 07013.

9. AP Building’s registered agent in the State is A. Pizza with a mailing address of [REDACTED]

10. At all relevant times, upon information and belief, A. Pizza has been the managing member of AP Building.

11. John and Jane Does 1 through 20 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, members, managers, agents, servants, employees, representatives and/or independent contractors of A. Pizza Contracting and AP Building 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.

12. 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

13. Since at least April 2005, Defendants have been engaged in the advertisement, offering for sale, sale and performance of home improvements in the State including, but not limited to, roofing, remodeling basements, bathrooms and kitchens, masonry work such as patios, driveways, and front steps, and various home extensions such as garage additions.

A. Home Improvement Contractor Registrations & New Home Builder Registration:

14. On or about December 15, 2004, A. Pizza Contracting submitted to the Division a Home Improvement Contractor Application for Initial Registration (“HIC Registration Application”) for registration as a home improvement contractor (“HIC”) in the State.

15. On or about March 31, 2005, the Division registered A. Pizza Contracting as an HIC and issued it registration number 13VH00254000.

16. A. Pizza Contracting subsequently filed with the Division online registration renewal applications on the following dates: November 26, 2006, November 11, 2007, November 11, 2008, November 2, 2009, November 16, 2010, November 8, 2011 and December 30, 2012, which was valid thorough December 31, 2013.

17. On November 8, 2011, A. Pizza Contracting submitted an online renewal application for the 2012 registration period and answered “yes” to question 1 which states: “You are required to have a commercial general liability insurance policy in the amount of at least \$500,000 per occurrence at all times while registered as an HIC. Do you have this insurance?”

18. In or about February 2014, the Division became aware that A. Pizza Contracting’s commercial general liability insurance issued by Northfield Insurance Company, policy number WS111613, effective October 6, 2011 through October 6, 2012, was cancelled on July 31, 2012.

19. On December 30, 2012, A. Pizza completed an online renewal application on behalf of A. Pizza Contracting for the 2013 registration period and answered “yes” to question 1 concerning commercial general liability insurance.

20. In or about February 2014, the Division became aware that A. Pizza Contracting’s commercial general liability insurance issued by Century Surety Company, policy number CCP790288, effective October 9, 2012 through October 9, 2013 was cancelled on January 20, 2013.

21. As a result of the December 30, 2012 Renewal Application, A. Pizza Contracting's HIC registration was valid through December 31, 2013, at which time it expired.

22. On or about March 18, 2014, A. Pizza filed on behalf of A. Pizza Contracting, a Reinstatement Application, along with a current Certificate of Commercial General Liability Insurance with the Division ("2014 Reinstatement Application").

23. As part of the 2014 Reinstatement Application, A. Pizza signed a Statement in which he certified that: "the information entered on this form is true and complete to the best of my knowledge and further acknowledge that if the above information is willfully false, I am subject to punishment and/or disciplinary action including a license suspension or revocation or the imposition of civil penalties as may be provided by law."

24. The 2014 Reinstatement Application included Question 1 which states: "Since you filed your initial application, has any office, director, principal or persons with an ownership interest of 10% or more been found liable in an administrative or civil suit for engaging in any of the following: fraud, dishonesty, incompetence, negligence, or professional or occupational misconduct?" A. Pizza answered "No" to Question 1.

25. In or about February 2014, the Division became aware that consumers Dr. George and Corrine Logothetis obtained an Order Confirming Arbitration Award and Entering Judgment against Defendants A. Pizza and A. Pizza Contracting ("Logothetis Order").

26. The Logothetis Order was entered on July 31, 2013 in the Superior Court of New Jersey, Law Division, Bergen County, in the Matter of Logothetis v. Anthony Pizza and A. Pizza Contracting L.L.C., docket number BER-L-4177-13. The Logothetis Order confirms an arbitration award of \$284,584.20 based upon findings of common-law and consumer fraud in connection with a

contract for home improvement services between Dr. George and Corrine Logothetis and A. Pizza and A. Pizza Contracting.

27. On April 8, 2014, the Division issued a Provisional Order denying A. Pizza Contracting's 2014 Reinstatement Application because of its misrepresentations about the status of its insurance and its failure to disclose the Logothetis Order. Specifically, for: (a) attempting to obtain a registration through fraud, deception or misrepresentation (the Logothetis Order); (b) having engaged in the use or employment of dishonesty, fraud, deception, misrepresentation, false promise or false pretense (the Logothetis Order); and (c) failing to maintain commercial general liability insurance in the minimum amount of \$500,000 per occurrence at all times while registered as an HIC.

28. A. Pizza Contracting failed to respond to the Provisional Order of Denial.

29. On June 24, 2014, the Division issued a Final Order of Denial of A. Pizza Contracting's 2014 Reinstatement Application.

30. At present, A. Pizza Contracting is not registered as an HIC with the Division.

31. A. Pizza Contracting also maintained a New Home Builder Registration Number 032626 which was issued by the New Jersey Department of Community Affairs ("DCA").

32. On or about May 31, 2012, A. Pizza Contracting's New Home Builder Registration Number 032626 expired.

33. On or about August 2, 2012, A. Pizza submitted a renewal application to the DCA on behalf of A. Pizza Contracting for renewal of New Home Builder Registration Number 032626.

34. On or about January 30, 2013, the DCA issued an Order denying renewal of A. Pizza Contracting's New Home Builder Registration Number 032626, finding that A. Pizza Contracting

failed to satisfy three arbitration awards concerning, among other things, failure to complete work and improper workmanship (Claims: CL-10-0097; CL-12-0128 and CL-13-0017-2).

35. At all relevant times, AP Building has not been registered with the Division as an HIC.

36. At all relevant times, AP Building has not been registered with the DCA as a new home builder.

B. Defendants' Business Practices Generally:

37. On at least two occasions, A. Pizza and AP Building entered into contracts with consumers and performed home improvements when AP Building was not registered as an HIC with the Division.

38. At varying times, A. Pizza and A. Pizza Contracting failed to provide consumers with home improvement contracts.

39. At varying times, A. Pizza and A. Pizza Contracting did not provide home improvement contracts to consumers until after the work had commenced.

40. At varying times, Defendants failed to begin and/or complete work on the agreed upon date or time period represented orally or in the home improvement contract.

41. At varying times, A. Pizza and A. Pizza Contracting commenced home improvements only to abandon the work and not return to the consumers' homes for weeks, months or at all.

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

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

44. At varying times, consumers who were able to reach Defendants were given the "run around," and myriad excuses as to why Defendants could not start or had stopped the home improvement work.

45. At varying times, Defendants provided consumers with a date and time for their return to the consumers' homes, but then failed to appear.

46. At varying times, A. Pizza and A. Pizza Contracting commenced home improvement work without confirming that any requisite permits had been issued.

47. At varying times, A. Pizza and A. Pizza Contracting failed to advise consumers that an inspection was required after completion of home improvement work for which a permit should have been issued.

48. At varying times, A. Pizza and A. Pizza Contracting failed to arrange for the required inspections of the home improvement work for which permits should have been issued and obtained complete payment from consumers.

49. At varying times, A. Pizza and A. Pizza Contracting unilaterally accelerated previously agreed-upon payment schedules and obtained complete payment without the work being completed.

50. At varying times, Defendants unilaterally accelerated previously agreed-upon payment schedules by representing that accelerated funds were necessary to purchase material, and after receiving the accelerated funds, abandoned the home improvement work.

51. At varying times, A. Pizza and A. Pizza Contracting informed consumers that additional work or materials were necessary to complete home improvement work and that additional costs would be incurred.

52. At varying times, A. Pizza and A. Pizza Contracting failed to provide, upon request of the consumer, copies of invoices evidencing that Defendants ordered and/or purchased building materials (e.g., fixtures, cabinets, roof tiles) with accelerated and/or additional funds the consumer had provided to Defendants for that purpose.

53. Upon information and belief, Defendants failed to purchase required materials with accelerated and/or additional monies supplied to them by consumers for that purpose.

54. At varying times, A. Pizza and A. Pizza Contracting stopped the contracted-for home improvement work, and then informed consumers that they would not continue the work unless the consumers paid additional money.

55. At varying times, A. Pizza and A. Pizza Contracting accepted a down payment for home improvement work under the condition that if a municipality denied a requested permit, Defendants would return the down payment, but then failed to do so.

56. Upon information and belief, A. Pizza and A. Pizza Contracting took deposits, failed to perform any home improvement work, and then refused to issue refunds.

57. In at least one instance, A. Pizza, on behalf of AP Building, represented to a husband that he required \$2,500 to purchase concrete to pour the foundation for a shed expansion. The husband approved the expenditure and told A. Pizza to obtain the check from his wife. The husband later found out that his wife provided a check for \$3,500 based on A. Pizza's representation that the husband had approved that amount. After obtaining the check, A. Pizza abandoned the job and the concrete was never poured.

58. In at least one instance, A. Pizza, on behalf of AP Building, requested \$3,000 in cash from a consumer to buy supplies “that day” and convinced the consumer to provide a check for \$3,000, stating that it would not be cashed, but would serve as a receipt for the insurance company that the home improvement work was actually done. Upon information and belief, A. Pizza purchased no supplies. A. Pizza’s wife cashed the check the next day.

59. At varying times, A. Pizza and A. Pizza Contracting installed a product that was different than what was agreed upon without consumers’ consent (e.g., used floors and windows, the wrong model door, the wrong color shingles).

60. At varying times, Defendants performed home improvements in a substandard manner and failed to make the necessary corrective repairs including, but not limited to: (a) installing gutters that leaked; (b) failing to install Tyvek paper under siding; (c) replacing a driveway that shortly developed large cracks and craters; (d) failing to properly seal surfaces or to install flashing; (e) installing siding improperly as to void the warranty; and (f) repairing leaks in a manner that made the leaks worse.

61. At varying times, A. Pizza and A. Pizza Contracting caused damage to a consumer’s home while performing home improvements and then failed to fix, clean, or compensate the consumer for the damage (e.g., allowing concrete splatter to dry on various surfaces; putting holes in screens, failing to place a tarp on open areas causing water damage.)

62. At varying times, when consumers called A. Pizza and A. Pizza Contracting about the substandard work, Defendants represented that they would return to the consumers’ homes and make the necessary corrective repairs, but then failed to do so.

63. At varying times, consumers attempted to contact Defendants regarding, among other things, substandard work, and Defendants failed to return the consumers’ calls.

64. At varying times, consumers obtained estimates from or hired other contractors to correct and complete A. Pizza and A. Pizza Contracting's home improvement work and incurred substantial additional costs to do so.

65. At varying times, Defendants failed to perform home improvement work according to the contract specifications, and demanded and received payment for said work.

66. At varying times, Defendants refused to issue a refund when requested by consumers after Defendants failed to perform the contracted-for home improvement work.

C. Defendants' Home Improvement Contracts:

67. At varying times, Defendants provided consumers with home improvement contracts that did not include: (a) an accurate description of the work to be done and the principal products and materials to be used or installed in performance of the contracts; (b) the terms and conditions affecting contract price, including the cost of materials and the hourly rate for labor; (c) dates for the commencement and/or completion of the home improvement work; (d) the required "Notice to Consumer" cancellation language; (e) the toll-free telephone number provided by the Director of the Division for consumers making inquiries concerning home improvement contractors; (f) the contractor's registration number; and/or (g) the signatures of both parties.

68. On at least two occasions, A. Pizza and AP Building provided a consumer with a home improvement contract that bore the name "AP Builders and Construction, LLC," but included a reference to the HIC Registration number for A. Pizza Contracting.

69. On at least two occasions, A. Pizza and AP Building provided a consumer with a home improvement contract that bore the name "AP Builders and Construction, LLC," but included a reference to the New Home Builder's Registration Number for A. Pizza Contracting, which in

addition, was not a valid registration number at the time, as the DCA had declined to reinstate the expired number.

70. On at least two occasions, once in September 2013 and once in February 2014, A. Pizza and AP Building provided a consumer with a contract which contained the following statements:

The above prices, specifications and conditions are satisfactory and are hereby accepted together with the Terms and Conditions attached hereto. A Safeway Construction, Inc. is authorized to perform the work as specified and I, the Owner agree to make payments as set forth herein.

Signature: _____ Print Name: _____ Dated: _____

IN CONSIDERATION of the Owner's promise to make payments as set forth herein, A Safeway Construction, Inc. hereby agrees to complete the items of work set forth in the Description of Work to be Performed as specified.

A SAFEWAY CONSTRUCTION, INC. _____ Dated: _____

71. A Safeway Construction, Inc. was a defendant in Hoffman v. AAA Reliable et al., BER-C-225-12, and entered into a Final Consent Judgment which was signed and filed with the Court by the Hon. Menelaos W. Toskos, J.S.C. on July 13, 2013 ("AAA Reliable Consent Judgment"). Pursuant to the AAA Reliable Consent Judgment, A Safeway Construction, Inc. agreed to cease advertising, offering for sale, selling and/or performing home improvements as of July 31, 2013, and to relinquish its HIC Registration as of the same date.

72. On at least one occasion, A. Pizza and A. Pizza Contracting provided a consumer with a photocopy of a form contract from another company. A. Pizza Contracting's business card was stapled and copied over the other company's name and the other company's telephone and fax numbers and address were crossed out, but the HIC Registration number, 13VH04421300, was visible. The HIC Registration number belongs to Italarg, LLC in Passaic, New Jersey, a company, upon information and belief, which is unrelated to Defendants.

COUNT I

VIOLATION OF THE CFA BY DEFENDANTS (UNCONSCIONABLE COMMERCIAL PRACTICES AND DECEPTION)

73. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 72 above as if more fully set forth herein.

74. 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...

75. 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).

76. 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 additions, roofing, remodeling basements, bathrooms and kitchens, as well as masonry work.

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

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

- a. Failing to begin or complete home improvement work on the agreed upon date or time period represented orally or in the home improvement contract;
- b. Failing to provide timely written notice for any delay in the performance of home improvement work, as well as when work would commence or be completed;

- c. Commencing home improvement work then abandoning a project for weeks and/or months at a time;
 - d. Commencing home improvement work then abandoning a project totally;
 - e. Failing to respond to consumer's calls inquiring when home improvement work would commence or continue;
 - f. Making appointments to go to consumers' homes to begin or continue home improvement work and then failing to keep the appointments;
 - g. Unilaterally accelerating previously agreed-upon payment schedules and/or receiving full payment prior to completion of the home improvement work;
 - h. Taking consumers' payments and then failing to provide the contracted-for home improvements;
 - i. Failing to purchase required materials with accelerated and/or additional monies supplied by consumers;
 - j. Performing home improvement work in a substandard manner and then failing to make the necessary repairs;
 - k. Failing to perform home improvement work according to the contract specifications and demanding and receiving payment for the work;
 - l. Failing to respond to consumers' telephone calls, inquiries and/or complaints in a timely manner or at all; and
 - m. Refusing to issue a refund when so requested by consumers after Defendants failed to perform the contracted-for home improvement work.
79. Defendants A. Pizza and A. Pizza Contracting have engaged in unconscionable

commercial practices and deception including, but not limited to, the following:

- a. Failing to provide consumers with a written contract and/or providing such contracts after home improvement work has commenced;
- b. Providing a consumer with a contract that contained the HIC Registration number for an unrelated company (Italarg, LLC);
- c. Commencing home improvement work without confirming that the requisite permits had been obtained;

- d. Failing to advise consumers that inspections were required after the completion of certain home improvement work;
- e. Failing to arrange for the required home improvement inspections and obtaining full payment from consumers without doing so;
- f. Informing consumers that additional work or materials were necessary to complete home improvements and that additional costs would be incurred;
- g. Stopping contracted for home improvement work and refusing to recommence work unless the consumers paid additional money;
- h. Refusing to refund a consumer's deposit after a municipality denied a permit for the contracted for home improvement work;
- i. Failing to provide consumers with proof of order and/or purchase of contracted-for materials;
- j. Installing a product that was different and/or substandard than what was agreed upon;
- k. Performing home improvement work in a substandard manner which required consumers to hire a second contractor to correct A. Pizza and A. Pizza Contracting's work;
- l. Causing damage to a consumer's home while performing home improvements and then failing to fix, clean, or compensate for the damage;
- m. Failing to maintain commercial general liability insurance; and
- n. Failing to report the Logothetis Order to the Division.

80. Defendants A. Pizza and AP Building have engaged in unconscionable commercial

practices and deception including, but not limited to, the following:

- a. Entering into contracts and/or performing home improvement work while not registered with the State as a home improvement contractor;
- b. Providing a consumer with a contract that contains the HIC Registration number for A. Pizza Contracting;
- c. Providing a consumer with a contract that contains the New Home Builder Registration Number for A. Pizza Contracting, which was also not a valid registration number;

- d. Providing consumers with a contract in September 2013 and February 2014 that contains a reference to and signature line for A Safeway Construction, Inc. which as of July 12, 2013, relinquished its HIC registration and agreed to cease advertising, offering for sale, selling and/or performing home improvements;
- e. Obtaining a \$3,000 cash payment from a consumer, then persuading the consumer to write a check for that amount, by stating that the check would only serve as a receipt for an insurance company that home improvement work had been done, and then cashing the check and failing to perform the work; and
- f. Obtaining approval from a consumer for payment of \$2,500 for the purchase of concrete, then representing to the consumer's wife that the husband had approved a payment of \$3,500, obtaining a check for \$3,500, and then failing to purchase the concrete.

81. Each unconscionable commercial practice and act of deception 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)

82. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 81 above as if more fully set forth herein.

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

- a. Representing to consumers that work would begin or be completed on an agreed upon date or time period, when such was not the case;
- b. Representing to consumers that Defendants would appear at consumers' homes at a date certain to complete previously abandoned home improvement work, when such was not the case; and
- c. Representing to consumers that accelerated payments were necessary to purchase materials, when such was not the case.

84. Defendants' A. Pizza and A. Pizza Contracting's conduct in violation of the CFA includes, but is not limited to, the following false promises and/or misrepresentation:

- a. Representing that they would return to consumers' homes to perform corrective repairs, when such was not the case;
- b. Representing to consumers that certain materials had been ordered and/or paid for, when such was not the case;
- c. Representing that additional materials or monies were required to complete home improvement work, when such was not the case;
- d. Representing that a deposit or down payment would be returned to a consumer if a municipality denied a permit, when such was not the case;
- e. Representing that agreed upon products or materials would be used, when such was not the case; and
- f. Representing on HIC Renewal Applications that commercial general liability insurance was active and in place when such was not the case.

85. Defendants' A. Pizza and AP Building's conduct in violation of the CFA includes, but is not limited to, the following false promises and/or misrepresentations:

- a. Representing to a consumer, by way of inclusion of an HIC Registration number on its contract, that AP Building is registered with the State as a home improvement contractor, when such is not the case;
- b. Representing to a consumer, by way of inclusion of a new home builders registration number on its contract, that AP Building is registered with the State as a new home builder, when such is not the case; and
- c. Representing to a consumer that a check rather than cash was necessary to prove to an insurance company that home improvement work had been performed and that the check would not be cashed, when such was not the case; and
- d. Representing to a consumer's wife that \$3,500 was required for the purchase of concrete , after representing to the consumer's husband that \$2,500 was required.

86. 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**

87. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 86 above as if set forth more fully herein.

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

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

90. 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.

91. 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.

92. The Contractors' Registration Act provides, in pertinent part:

a. On or after December 31, 2005, no person shall offer to perform, or engage, or attempt to engage in the business of making or selling home improvements unless registered with the Division of Consumer Affairs in accordance with the provision of this act.

[N.J.S.A. 56:8-138(a).]

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

94. The Contractors' Registration Act requires that home improvements contracts maintain insurance and provides in pertinent part:

a. On or after December 31, 2005, every registered contractor who is engaged in home improvements shall secure, maintain and file with the director proof of a certificate of commercial general liability insurance in a minimum amount of \$500,000 per occurrence.

b. Every registered contractor engaged in home improvements whose commercial general liability insurance policy is cancelled or nonrenewed shall submit to the director a copy of the certificate of commercial general liability insurance for a new or replacement policy which meets the requirements of subsection a. of this section before the former policy is no longer effective.

[N.J.S.A. 56:8-142(a), (b).]

95. The Contractors' Registration Act requires that certain information must be displayed by the Contractor and provides in pertinent part:

a. 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, and on all commercial vehicles registered in this State and leased or owned by registrants and used by registrants for the purpose of providing home improvements, except for vehicles leased or rented to customers of registrants by a registrant or any agent or representative thereof.

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

96. 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.

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

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

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

98. Moreover, the Contractors' Registration Act includes a writing requirement for contracts priced in excess of \$500.00 and provides, in pertinent part:

a. On or after December 31, 2005, every home improvement contract for a purchase price in excess of \$500, and all changes in the terms and conditions of the contract, shall be in writing. The contract shall be signed by all parties thereto, and shall clearly and accurately set forth in legible form and in understandable language all terms and conditions of the contract, including but not limited to:

(1) The legal name, business address, and registration number of the contractor;

(2) A copy of the certificate of commercial general liability insurance required of a contractor pursuant to 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).]

99. In addition, the Contractors' Registration Act requires that home improvement contractors include cancellation language as follows:

b. . . . The contract shall contain a conspicuous notice printed in at least 10-point bold-faced type as follows:

"NOTICE TO CONSUMER

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:

1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR

2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO:

(Name of Contractor)

(Address of Contractor)

(Phone Number of Contractor)

If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice."

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

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

- a. Failing to include on invoices and home improvement contracts 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));
- b. Failing to include on home improvement contracts the signatures of both parties (N.J.S.A. 56:8-151(a));
- c. Failing to include with home improvement contracts a copy of Defendants' certificate of commercial general liability insurance as well as the telephone number of the company issuing the certificate (N.J.S.A. 56:8-151(a)(2)); and
- d. Failing to include the "Notice to Consumer" required cancellation language in home improvement contracts (N.J.S.A. 56:8-151(b)).

101. Defendants A. Pizza and A. Pizza Contracting have engaged in conduct in violation of the Contractors' Registration Act including, but not limited to, the following:

- a. Failing to maintain commercial general liability insurance (N.J.S.A. 56:8-142(a) (b));
- b. Failing to include the HIC Registration number on home improvement contracts with consumers in the State (N.J.S.A. 56:8-144(a) and N.J.S.A. 56:8-151(a)(1)); and
- c. Failing to provide consumers with a written home improvement contract (N.J.S.A. 56:8-151(a)).

102. Defendants A. Pizza and AP Building have engaged in conduct in violation of the Contractors' Registration Act including, but not limited to, the following:

- a. Entering into home improvement contracts and providing home improvement contractor services without being registered with the State as a home improvement contractor (N.J.S.A. 56:8-138(a)).

103. 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**

104. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 103 above as if more fully set forth herein.

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

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

107. 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.

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

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

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

(a) [On or after December 31, 2005, unless exempt under N.J.A.C. 13:45A-17.4:

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

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

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

112. The Contractor Registration Regulations further provide, in pertinent part:

a. Each home improvement contractor required to be registered under this subchapter shall initially register with the Division by submitting the following on forms provided by the Director:

5. Whether the entity, any officer director, principal or person with an ownership interest of 10 percent or more . . . has been adjudged liable in an administrative or civil action involving any of the situations in (a)5i through vi below. For the purposes of this paragraph, a judgment of liability in an administrative or civil action shall include but not be limited to, any finding or admission that the entity, officer, director, principal or person with an ownership interest . . . engaged in an unlawful practice. . . . regardless of whether that finding was made in the context of an injunction, a proceeding resulting in the denial, suspension or revocation of a license . . . consented to an assurance of voluntary compliance or any similar order or legal agreement . . .

i. Obtained any registration, certification or license by fraud, deception or misrepresentation;

ii. Engaged in the use or employment of dishonesty, fraud, deception misrepresentation, false promise or false pretense;

....

7. Whether the entity, any officer, director, principal or person with an ownership interest of 10 percent or more in the home improvement contractor business has had their authority to engage in the activity regulated by the Director revoked or suspended by any other state, agency or authority.

[N.J.A.C. 13:45A-17.5(a)(5), (7).]

113. Defendants have a duty to update their registration information and the Contractor Registrations Regulations provide in pertinent part:

a. Whenever any information required to be included in the application changes, or if additional information should be added after the filing of the application, the applicant . . . shall provide that information to the Director, in writing, within 20 calendar days of the change or addition. . . .

[N.J.A.C. 13:45A-17.7(a).]

114. 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) As of November 4, 2008, 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).]

115. Further, the Contractor Registration Regulations provide that:

- (a) Every registered home improvement contractor shall secure and maintain in full force and effect during the entire term of registration a commercial general liability insurance policy and shall file with the Director proof that such insurance is in full force and effect.
- (b) The insurance policy . . . shall provide a minimum coverage in the amount of \$500,000 per occurrence. Every registered contractor . . . whose commercial general liability insurance policy is canceled or nonrenewed shall submit to the Director a copy of the certificate of commercial general liability insurance for a new or replacement policy, which meets the requirements of (a) above before the former policy is no longer effective.

[N.J.A.C. 13:45A-17.12(a), (b).]

116. Additionally, 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.]

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

- a. Failing to include on home improvement contracts 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
- b. Entering into home improvement contracts that did not comply with the requirements of N.J.S.A. 56:8-151 (e.g., failing to set forth the signature of both parties) (N.J.A.C. 13:45A-17.13).

118. Defendants A. Pizza and A. Pizza Contracting have engaged in conduct in violation of the Contractor Registration Regulations including, but not limited to, the following:

- a. Failing to inform the Division on the 2014 Reinstatement Application that Defendants had been found liable for common-law and consumer fraud pursuant to the Logothetis Order (N.J.A.C. 13:45A-17.5(a)(5) and N.J.A.C. 13:45A-17.7(a));
- b. Failing to inform the Division upon entry of the DCA Order or on the 2014 Reinstatement Application that on January 30, 2013, the DCA had denied the Reinstatement Application for New Home Builders' Registration number 032626 for failing to satisfy various arbitration awards (N.J.A.C. 13:45A-17.5(a)(7) and N.J.A.C. 13:45A-17.7(a));
- c. Failing to include in home improvement contracts the HIC Registration number (N.J.A.C. 13:45A-17.11(d)); and
- d. Failing to maintain commercial general liability insurance (N.J.A.C. 13:45A-17.12(a), (b)).

119. Defendants A. Pizza and AP Building have engaged in conduct in violation of the Contractor Registration Regulations including, but not limited to, the following:

- a. Entering into contracts and performing home improvement services while not registered with the State as a home improvement contractor (N.J.A.C. 13:45A-17.3(a)(1)).

120. 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 IMPROVEMENT PRACTICES REGULATIONS BY DEFENDANTS

121. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 120 above as if more fully set forth herein.

122. The Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., among other things, prohibit certain acts and practices of a seller connected with a sale, advertisement or performance of home improvement contracts.

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

124. At all relevant times, Defendants entered into "Home Improvement Contract[s]" within the definition of N.J.A.C. 13:45A-16.1.

125. 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.

....

3. Bait selling:

....

- iv. Substitute products or materials for those specified in the home improvement contract, or otherwise represented or sold

for use in the making of home improvements by sample, illustration or model, without the knowledge or consent of the buyer;

....

6. Pricing and financing:

- v. Request the buyer to sign a certificate of completion or make final payment on the contract before the home improvement is completed in accordance with the terms of the contract;

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

....

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 contraction permits have been issued as required under state laws or local ordinances;
- ii. Where midpoint or final inspections are required under state laws or local ordinances, copies of inspection certificates shall be furnished to the buyer by the seller when construction is completed and before final payment is due or the signing of a completion slip is requested of the buyer.

....

12. Home improvement contract requirements-writing requirement: All home improvement contracts for a purchase price in excess of \$500.00, and all changes in the terms and conditions thereof shall be in writing. Home improvement contracts which are required by this subsection to be in writing, and all changes in the terms and conditions thereof, shall be signed by all parties thereto, and shall clearly and accurately set forth in legible form and in understandable

language all terms and conditions of the contract, including, but not limited to, the following:

.....

- ii. A description of the work to be done and the principal products and materials to be used or installed in performance of the contract. The description shall include, where applicable, the name, make, size, capacity, model, and model year of principal products or fixtures to be installed, and the type, grade, quality, size or quantity of principal building or construction materials to be used. Where specific representations are made that certain types of products or materials will be used, or the buyer has specified that certain types of products are to be used, a description of such products or materials shall be clearly set forth in the contract;
- iii. The total price or other consideration to be paid by the buyer, including all finance charges. If the contract is one for time and materials, the hourly rate for labor and all other terms and conditions of the contract affecting price shall be clearly stated;
- 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)(3)(iv), (6)(v), (7)(ii-iii), (10) (i-ii), (12)(i)-(iv).]

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

- a. Failing to begin or complete home improvement work on the date or within the time period represented (N.J.A.C. 13:45A-16.2(a)(7)(ii));
- b. Failing to give timely written notice to consumers of reasons, beyond Defendants' control, for any delay in the performance or when home improvement work will begin or be completed (N.J.A.C. 13:45A-16.2(a)(7)(iii));
- c. Failing to include in home improvement contracts the signature of both parties (N.J.A.C. 13:45A-16.2(a)(12));
- d. Failing to include in home improvement contracts a description of the work to be done and the principal products and materials to be used or installed (N.J.A.C. 13:45A-16.2(a)(12)(ii));

- e. Failing to include in home improvement contracts the total price to be paid including the hourly rate for labor and all other terms and conditions affecting price (N.J.A.C. 13:45A-16.2(a)(12)(iii)); and
- f. Failing to include in home improvement contracts the date or time period on or within which work is to begin and be completed (N.J.A.C. 13:45A-16.2(a)(12)(iv)).

127. Defendants A. Pizza and A. Pizza Contracting violated the Home Improvement

Regulations by engaging in certain conduct including, but not limited to the following:

- a. Substituting products or materials for those specified in the home improvement contract or otherwise represented without the knowledge or consent of the buyer (N.J.A.C. 13:45A-16.2(a)(3)(iv));
- b. Requesting that consumers make final payment on the contract before the home improvement is completed in accordance with the terms of the contract (N.J.A.C. 13:45A-16.2(6)(v));
- c. Commencing home improvement work without confirming that the requisite permits had been issued (N.J.A.C. 13:45A-16.2(10)(i));
- d. Failing to provide copies of inspection certificates to consumers before requesting final payment (N.J.A.C. 13:45A-16.2(10)(ii)); and
- e. Failing to provide consumers with a written home improvement contract (N.J.A.C. 13:45A-16.2(a)(12)).

128. 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 VI

**VIOLATIONS OF THE CFA, THE CONTRACTORS'
REGISTRATION ACT, THE CONTRACTOR
REGISTRATION REGULATIONS, AND/OR THE HOME
IMPROVEMENT REGULATIONS
BY A. PIZZA**

129. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 128 above as if more fully set forth herein.

130. At all relevant times, A. Pizza has been an owner, Chief Executive Officer, President, or managing member of A. Pizza Contracting and AP Building, and has controlled, directed and/or participated in the management and operation of those entities, including the conduct alleged in this Complaint.

131. The conduct of A. Pizza makes him personally liable for the violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, and/or the Home Improvement Regulations committed by A. Pizza Contracting and AP Building.

PRAYER FOR RELIEF

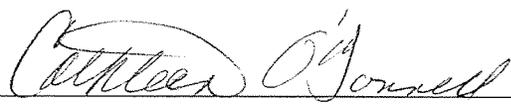
WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that the Court enter judgment against Defendants:

- (a) Finding that the acts and 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., and the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 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., and the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 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 HIC Services within the State;
- (d) Permanently enjoining Defendants from the advertisement, offer for sale, sale and performance of HIC Services within the State;
- (e) Directing the assessment of restitution amounts against 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) Canceling the Certificates of Formation in the State of New Jersey for A. Pizza Contracting, LLC and AP Building & Construction LLC a/k/a AP Builders & Construction, LLC, as authorized by the CFA, N.J.S.A. 56:8-8;
- (g) Assessing the maximum statutory civil penalties against Defendants, jointly and severally, for each and every violation of the CFA, in accordance with N.J.S.A. 56:8-13;
- (h) Directing the assessment of costs and fees, including attorneys' fees, against Defendants, jointly and severally, 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.

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

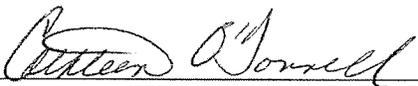
By: 
Cathleen O'Donnell
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: October 14, 2014
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., and the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., is not the subject of any other action pending in any other court of this State. I am aware that private contract and other actions have been brought against the Defendants, but have no direct information that any such actions involve consumer fraud allegations. I further certify, to the best of my information and belief, that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party who should be joined in this action at this time.

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 
Cathleen O'Donnell
Deputy Attorney General
Consumer Fraud Prosecution

Dated: October 14, 2014
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).

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 
Cathleen O'Donnell
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: October 14, 2014
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

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

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 
Cathleen O'Donnell
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: October 14, 2014
Newark, New Jersey