CHRISTOPHER S. PORRINO
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: Jeffrey Koziar (015131999)
Deputy Attorney General
(973) 648-7819

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
OCEAN COUNTY
DOCKET NO. Ocn -C- C 8-17

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

Plaintiffs,

v.

SHORE HL, INC. d/b/a SHORE HOUSE LIFTERS; PAUL T. ZAIDINSKI, SR., individually and as owner, officer, director, founder, manager, representative and/or agent of SHORE HL, INC. d/b/a SHORE HOUSE LIFTERS; PAUL T. ZAIDINSKI JR., individually and as owner, officer, director, founder, manager, representative and/or agent of SHORE HL, INC. d/b/a SHORE HOUSE LIFTERS; JANE AND JOHN DOES 1-10, individually and as owners, officers, directors, shareholders, founders, managers, employees, servants, agents, representatives and/or independent contractors of SHORE HL, INC. d/b/a SHORE HOUSE LIFTERS; and XYZ CORPORATIONS 1-10,

Defendants.

Civil Action

COMPLAINT

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

PRELIMINARY STATEMENT

1. In the wake of the devastation caused by Superstorm Sandy, it became necessary for many homeowners and landlords across the State of New Jersey ("New Jersey" or "State") to elevate their existing homes to keep them safe from future storms. The Reconstruction, Rehabilitation, Elevation and Mitigation ("RREM") Program was established by the New Jersey Department of Community Affairs ("DCA") to provide grants to homeowners, among other things, for home elevation. The Landlord Rental Repair Program ("LRRP") was established by DCA to provide grants to new and existing landlords for, among other things, the restoration of storm-damaged rental properties through rehabilitation, reconstruction, elevation and/or other mitigation activities.

2. At all relevant times, Shore HL, Inc. d/b/a Shore House Lifters ("Shore HL"), Paul Zaidinski, Sr. and Paul Zaidinski, Jr. (collectively, "Defendants") were engaged in the advertisement, offer for sale, sale and performance of various home improvements and home elevation services in New Jersey. Defendants were among the contractors approved by the RREM Program and the LRRP for use by grant recipients.

3. To date, the New Jersey Division of Consumer Affairs ("Division") has received fifty-one (51) consumer complaints regarding the home improvements and/or home elevation work to be performed by Defendants. The complaints have revealed multiple violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), the Contractors' Registration Act, N.J.S.A.

56:8-136 et seq., and the regulations promulgated thereunder, specifically the Regulations Governing Contractor Registration, N.J.A.C. 13:45A-17.1 et seq. ("Contractor Registration Regulations"), the Regulations Governing Home Elevation Contractors, N.J.A.C. 13:45A-17A.1 et seq. ("Home Elevation Regulations"), the Regulations Governing Home Improvement Practices, N.J.A.C. 13:45A-16.1 et seq. ("Home Improvement Regulations"), and the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 et seq. ("Advertising Regulations"). Among other things, these alleged violations arise from the Defendants' failure to: (a) begin and/or complete home improvement work in the time period specified in the home improvement contract; (b) perform the contracted for home elevation work after receipt of RREM funds, LRRP funds and/or consumer payments; and (c) refund the RREM funds, the LRRP funds and/or consumer payments after the consumer cancelled the home elevation contract. 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

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

5. By this action, the Attorney General and Director (collectively, "Plaintiffs") seek injunctive and other relief for violations of the CFA, the Contractors' Registration Act, the

Contractor Registration Regulations, the Home Elevation Regulations, the Home Improvement Regulations, and the Advertising Regulations. Plaintiffs bring this action pursuant to their authority under the CFA, specifically N.J.S.A. 56:8-8, 56:8-11, 56:8-13 and 56:8-19.

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

7. Shore House Lifters is a Domestic For-Profit Corporation established in the State on February 28, 2013. At all relevant times, Shore House Lifters has maintained a principal business and mailing address of 2608-2610 Route 88 East, Suite 4, Point Pleasant, New Jersey 08742 and/or 1594 Lakewood Road #21A, Toms River, New Jersey 08755 ("1594 Lakewood Road #21A Toms River").

8. The registered agent in the State for Shore House Lifters is Richard J. Pepsny, Esq., with a mailing address of 157 Broad Street, Suite 205, Red Bank, New Jersey 08755.

9. At all relevant times, Paul T. Zaidinski Sr. ("Zaidinski Sr.") has been an owner, officer, director, manager, representative and/or agent of Shore House Lifters and/or has participated in the management and operation of Shore House Lifters. Zaidinski Sr.'s current address is 41 Munroe Avenue, West Long Branch, New Jersey 07764.

10. At all relevant times, Paul T. Zaidinski Jr. ("Zaidinski Jr.") has been an owner, officer, director, manager, representative and/or agent of Shore House Lifters and/or has participated in the management and operation of Shore House Lifters. Zaidinski Jr.'s current address is 1594 Lakewood Road, #21, Toms River, New Jersey 08755.

11. Upon information and belief, John and Jane Does 1 through 10 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors of Shore House Lifters

who have been involved in the conduct that gives rise to this Complaint, but are heretofore unknown to the Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

12. Upon information and belief, XYZ Corporations 1 through 10 are fictitious corporations meant to represent the additional corporations who have been involved in the conduct that gives rise to this Complaint but are heretofore unknown to the Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

13. At all relevant times, Shore House Lifters was designated as an approved contractor for home elevation with the RREM Program and the LRRP.

14. Since at least February 2013, Defendants have been engaged in the advertisement, offering for sale, sale and performance of home improvements and home elevations for consumers in New Jersey and elsewhere.

A. RREM Program:

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

16. The RREM Program provides grants to homeowners with an income of $250,000.00 or less, for activities necessary to restore their storm-damaged primary residences, including reconstruction, rehabilitation, elevation and/or other mitigation activities.

17. The RREM Program is open to homeowners whose primary residence is located in one of nine (9) New Jersey counties (Atlantic, Bergen, Cape May, Essex, Hudson, Middlesex,

Monmouth, Ocean or Union) and whose homes suffered a loss of at least $8,000.00 or one foot of water on the first floor, as verified by the Federal Emergency Management Agency ("FEMA") or its affiliates.

18. The RREM Program is intended to function as a bridge between the total cost of repairs and other funding the homeowner has received to repair or rebuild his/her home. The calculation of the RREM grant takes into consideration the cost of the repair or rebuilding and funds the homeowner has received from other sources, such as insurance, FEMA, and non-profit organizations. The RREM grant may not exceed $150,000.00.

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

20. To date, the Division has identified forty-two (42) consumers who contracted with Shore House Lifters as Pathway B Homeowners. These consumers paid Shore House Lifters the aggregate amount of $2,642,781.53 for home elevations which were not performed in whole or in part. Out of that amount, $2,522,131.31 represented RREM funds. The identified RREM consumers as well as the funds each paid to Shore House Lifters is as follows:

Last Name	RREM Funds paid to Shore HL	Consumer Monies Paid to Shore HL	Total Amount Paid	Restitution	Contracted For Work
Alvarez	$5,000.00	0.00	$5,000.00	$5,000.00	Elevation
Beady	$123,058.90	0.00	$123,058.90	$3,179.00	Elevation
Chirichillo	$18,840.60	0.00	$18,840.60	$18,840.60	Elevation
Colis	0.00	$10,000.00	$10,000.00	$10,000.00	Elevation
Crisafully	$45,852.30	0.00	$45,852.30	$9,700.00	Elevation
Currie	$94,233.00	0.00	$94,233.00	$50,000.00	Elevation
Dario	$124,285.30	0.00	$124,285.30	$24,728.00	Elevation
DeAngelis	$38,876.25	0.00	$38,876.25	$14,956.25	Elevation
DiSerio	$100,764.08	0.00	$100,764.08	$100,764.08	Elevation
Eastmond	$65,000.00	$55,000.00	$120,000.00	$55,000.00	Elevation

Farr	$44,619.50	0.00	$44,619.50	$34,669.50	Elevation
Figlia	$40,878.00	0.00	$40,878	$15,000.00	Elevation
Grimes	$107,671.10	0.00	$107,671.10	$37,274.77	Elevation
Hassane	$85,624.10	0.00	$85,624.10	$13,880.00	Elevation
Hudak	$44,775.60	0.00	$44,775.00	$11,556.00	Elevation
Hurley	$50,354.51	0.00	$50,354.51	$12,063.11	Elevation
Hutchinson	$31,709.07	0.00	$31,709.07	$11,738.70	Elevation
Impens	$56,750.00	0.00	$56,750.00	$21,800.00	Elevation
Kendrick	$65,932.08	0.00	$65,932.08	$10,608.00	Elevation
Libretto	$44,742.60	0.00	$44,742.60	$22,930.00	Elevation
Martinez	$54,855.45	0.00	$54,855.45	$40,771.85	Elevation
Meehan	$65,000.00	0.00	$65,000.00	$34,647.60	Elevation
Melick	$47,784.08	0.00	$47,784.08	$32,000.00	Elevation
Monticollo	$107,150.70	0.00	$107,150.70	$27,357.64	Elevation
Natkie	$64,066.07	0.00	$64,066.07	$17,350.00	Elevation
Nemec	$43,282.20	0.00	$43,282,00	$43,282.00	Elevation
Orlando	$118,132.60	0.00	$118,132.60	$11,609.00	Elevation
Parziale	$42,889.00	0.00	$42,889.00	$3,746.00	Elevation
Pascale	$35,483.95	0.00	$35,483.95	$5,147.00	Elevation
Paul	$17,907.00	$1,602.00	$19,509.00	$1,602.00	Elevation
Pavano	$42,415.75	0.00	$42,415.75	$42,415.75	Elevation
Piscetelli	$83,842.20	0.00	$83,842.00	$14,129.20	Elevation
Poehler	$82,150.00	0.00	$82,150.00	$39,370.00	Elevation
Raheb	$35,122.75	0.00	$35,122.75	$32,000.00	Elevation
Reidy	$69,600.00	0.00	$69,600.00	$69,600.00	Elevation
Reilley	$75,000.00	$20,294.00	$95,294.00	$32,195.00	Elevation
Riley	$73,176.06	$33,754.22	$106,930.28	$33,754.22	Elevation
Schifini	$83,829.60	0.00	$83,829.60	$12,000.00	Elevation
Siletti	$70,448.95	0.00	$70,448.95	$70,448.95	Elevation
Trampler	$62,081.10	0.00	$62,081.10	$19,103.00	Elevation
Wisenfelder	$65,003.53	0.00	$65,003.53	$41,000.00	Elevation
Zsido	$50,184.50	0.00	$50,164.50	$9,683.00	Elevation
TOTAL	**$2,442,903.29**	**$120,650.22**	**$2,655,719.70**	**$1,046,451.47**	

B. <u>LRRP</u>:

21. The LRRP, administered by DCA, consists of approximately $70 million in federal funding provided through Community Development Block Grant Disaster Recovery funds allocated

to New Jersey by the U.S. Department of Housing and Urban Development, to help eligible New Jersey landlords repair or rebuild their Superstorm Sandy-damaged residential rental properties.

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

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

24. The LRRP was required to expend seventy percent (70%) of its funds on rental units located in one (1) of the nine (9) counties (Atlantic, Bergen, Cape May, Essex, Hudson, Middlesex, Monmouth, Ocean or Union) most impacted by Superstorm Sandy. Thirty percent (30%) of LRRP funds could be spent on Superstorm Sandy-damaged rental dwelling units located outside of the most impacted counties.

25. The LRRP is intended to function as a bridge between the total cost of repairs and other funding the landlord has received to repair or rebuild his/her residential rental properties. The calculation of the LRRP grant takes into consideration the cost of the repair or rebuilding and funds the landlord has received from other sources, such as insurance, Small Business Association loan funds, and non-profit organizations. The LLRP grant may not exceed $50,000.00.

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

27. To date, the Division has identified three (3) consumers who contracted with Shore House Lifters as landlords in the LRRP. These consumers paid Shore House Lifters the aggregate amount of $128,507.50 for repairs to their rental properties, which were not performed in whole or in part. Out of that amount, $64,920.39 represented LRRP funds. The identified LRRP consumers as well as the funds each paid to Shore House Lifters are as follows:

Last Name	Approved LRRP Funds	LRRP Funds Disbursed to Consumers	Consumer Monies Paid to SHL	Total Amount Paid to SHL	Restitution	Contracted For Work
Brendler	$50,000.00	0.00	$80,675.50	$80,675.50	$50,000.00	Elevation
Rocco	$50,000.00	$37,739.42	0.00	$30,000.00	$12,625.00	Elevation
Silk	$100,000.00	$27,180.91	0.00	$17,832.00	$16,632.00	Elevation
Total	**$200,000.00**	**$64,920.39**	**$80,675.50**	**$128,507.50**	**$79,257.00**	

B. Defendant's Website:

28. At all relevant times, Defendants advertised their home improvements and home elevation services through an internet website, namely www.shorehouselifters.com ("Shore House Lifters Website").

29. The July 26, 2016 home page of the Shore House Lifters Website appears, in part as:

3 Generations of Experience
COMPLETE TURN KEY HOME ELEVATION SERVICES

Shore House Lifters is a family owned and orientated business. We have a highly skilled and professional team with a broad range of vast experience in structural lifting and support. We got our start in the commercial construction and structural support sector. Our team has successfully completed numerous projects form simple structural supports to highly sophisticated multi floor apartment building structural lifting and shoring.
We are now proud to offer our services to the shore communities affected by super storm Sandy. We have done this out of pure necessity and the opportunity to be a positive part of the community rebuilding process. We ourselves were born and raised along the shore. We were also victims of Sandy ourselves and lost our home and belongings to this storm.

We know firsthand how devastating this storm has been. We also know and understand how confusing the rebuilding process can be. There are numerous different agencies, rules, regulations, and recommendations to navigate through, and once you seem to have it figured out, something always seems to change. Fortunately now, there is a sense of direction. We can now begin to rebuild with that sense of direction and with a purpose.
We are now offering our services to the shore community to help provide a professional, helpful, and reasonably priced house lifting service. We can do as much or as little as our prospective clients want. We can handle everything from architectural, geo-technical, full permitting, mechanical disconnects, foundation, **Helical piles in NJ**, etc. services. In addition, we can provide these services quickly and efficiently because they are handled in house.
Our goal and mission is to provide professional, prompt, efficient, and cost affective services for our clients. We truly care and want to have a positive impact and affect for those facing confusion and difficulty from the storm. **We are local** and here to help in any way.
When your home needs extra support, you can count on our experts to provide the house raising NJ services needed to keep your structure safe. We emphasize the use of helical piles in NJ for homeowners in v-zones to rely on for safely and effectively addressing their house lifting NJ needs.

30. The Shore House Lifters Website advertised that Shore House Lifters provides "Complete Turn Key Home Elevation Services" and that its "goal and mission is to provide professional, prompt, efficient and cost affective (sic) services for our clients."

31. On the "About Us" page, the Shore House Lifters Website includes the following:

Seamless integration of work: One of the distinct advantages of using Shore House Lifters is that we self perform all of our work and can handle "in-house" as much or little as our clients request. On projects where we are also doing helical piles or foundation in addition to the lift, the process is thoroughly designed and planned in advance. As soon as the home is raised we immediately move into helical pile and or foundation work. Then immediately upon completion and approval of that work, the home is then lowered onto its new foundation. This quick and seamless process allows the homeowner to get back into their homes as quickly as absolute possible.

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

32. On March 18, 2013, Shore House Lifters submitted to the Division a Home Improvement Contractor Application for Initial Registration ("HIC Registration Application") for registration as a home improvement contractor ("HIC").

33. In the HIC Registration Application, Zaidinski Jr. and Brian Smith were each identified as a 50% owner of Shore House Lifters.

34. On or about April 16, 2013, the Division registered Shore House Lifters as an HIC and issued it registration number 13VH07376700.

35. On October 8, 2014, Shore House Lifters submitted to the Division a Home Elevation Contractor Application for Initial Registration ("HEC Registration Application") for registration as a home elevation contractor ("HEC")

36. In the HEC Registration Application, Zaidinski Jr. was identified as the 100% owner of Shore House Lifters.

37. On November 17, 2014, the Division registered Shore House Lifters as an HEC and issued it registration number 13HE00001800.

38. Shore House Lifters renewed its HEC registration on April 5, 2016.

39. Shore House Lifters is currently registered with the Division as an HEC, which registration will expire on March 31, 2017.

D. <u>Defendants' Business Practices Generally</u>:

40. At all relevant times, Defendants utilized a contract for home elevations ("Shore HL Contract") that did not include one or more of the following: (a) the signatures of both parties; (b) the required "Notice to Consumer" cancellation language; and (c) the required informational statement and toll free telephone number provided by the Director of the Division.

41. At varying times, Zaidinski Jr. or Zaidinski Sr. executed the Shore HL Contract on behalf of Shore House Lifters.

42. Zaidinski Jr. and Zaidinski Sr. frequently communicated with consumers on behalf of Shore HL.

43. At varying times, Defendants failed to include Shore House Lifters' HEC registration number on their business documents or correspondence with consumers.

44. On at least one (1) occasion, Defendants failed to provide a consumer with a copy of proof of commercial liability insurance.

45. In at least one (1) instance, Defendants forged a consumer's signature on a municipal permit application.

46. At varying times, Defendants failed to begin and/or complete the home elevations and/or home improvements specified in the Shore HL Contract on the agreed upon date or time period.

47. At varying times, Defendants represented that home elevation work and/or home improvements would commence or continue on a specific date, but then failed to commence or continue the work on this date.

48. At varying times, Defendants accepted consumer payments, which included RREM funds or LRRP funds, and commenced home elevation work, only to abandon the project and not return to the consumers' home for weeks, months or at all.

49. At varying times, Defendants required that consumers make additional payments beyond the price stated in the Shore HL Contract, but then failed to perform the home elevation work and/or home improvements.

50. At varying times, Defendants failed to provide timely written notice to consumers of extensive delays in the commencement or performance of home elevation work and/or home improvements as well as when the work would begin or be completed.

51. At varying times, Defendants abandoned home elevation projects while the homes were raised on temporary supports, resulting in consumers not having any access to their homes for a lengthy period.

52. At varying times, Defendant failed to properly complete home elevation projects, which in some instances resulted in the homes failing the required municipal inspections and thereby preventing consumers from moving back into their homes.

53. At varying times, Defendants performed home elevation work and/or home improvements without adhering to the agreed upon engineering plans, resulting in delays in the completion of the work.

54. At varying times, Defendants performed home elevation work and/or home improvements contrary to current code requirements, resulting in delays in the completion of the work.

55. At varying times, Defendant performed home elevation and/or home improvements in a substandard manner including, but not limited to: (a) improperly disconnecting the water and sewer lines; (b) improperly repairing a front staircase; and (c) spilling concrete on the back deck and driveway.

56. At varying times, Defendants failed to make the necessary repairs to correct substandard home elevation work and/or home improvements.

57. Contrary to Defendants' representation that "we self-perform all our work", Defendants required at least two (2) consumers to "vet and hire" sub-contractors in order to complete the projects.

58. At varying times, Defendants required consumers to pay a subcontractor directly, represented that the price of the Shore HL Contract would be reduced by any amounts paid to the subcontractor, but then failed to make such offsets.

59. At varying times, Defendants required consumers to make final payment prior to the completion of the home elevation work and/or home improvements.

60. At varying times, Defendants failed to complete the contracted for home elevation work and/or home improvements, thus requiring the consumers to complete the work themselves, or to hire another contractor, all at an additional cost to the consumers.

61. At varying times, Defendants failed to honor the cancellation clause in the Shore HL Contract.

62. At varying times, Defendants agreed to provide consumers with credits for home elevation work and/or home improvements not performed, but then failed to provide such credits.

63. At varying times, Defendants agreed to provide consumers with a refund of RREM funds after the consumer cancelled the Shore HL Contract due to Defendants' failure to commence or complete the contracted for home elevation work and/or home improvements, but then failed to provide such refunds.

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

COUNT I

VIOLATION OF THE CFA BY DEFENDANTS (UNCONSCIONABLE COMMERCIAL PRACTICES)

65. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 64 above as if more fully set forth at length herein.

66. 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 . . .

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

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

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

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

a. Entering into Shore HL Contracts, accepting consumer payments and/or RREM funds and then failing to begin and/or complete the home elevation work specified in the Shore HL Contract;

b. Entering into Shore HL Contracts, accepting consumer payments and/or LRRP funds and then failing to begin or complete the elevation of the rental properties, as specified in the Shore HL Contract;

c. Requiring consumers to make final payment prior to the completion of the home elevation work and/or home improvements;

d. Failing to provide timely written notice of extensive delays in the commencement or performance of home elevation work and/or home improvements as well as when the work would be commenced or completed;

e. Forging a consumer's signature on a municipal permit application;

f. Performing home elevation work and/or home improvements without adhering to the agreed upon engineering plans, resulting in delays in the completion of the work;

g. Failing to properly complete home elevation work which, at times, resulted in consumers being unable to return to their homes because they failed municipal inspections;

h. Performing home elevation work and/or home improvements contrary to code requirements, resulting in delays in the completion of the work;

i. Performing home elevations in a substandard manner (e.g. improperly disconnecting the water and sewer lines) and then failing to make the necessary corrective repairs;

j. Performing home improvements in a substandard manner (e.g. improperly repairing a front staircase) and then failing to make the necessary corrective repairs;

k. Abandoning a home elevation project while the home was raised on temporary supports;

l. Requiring consumers to pay subcontractors directly but then failing to reduce the price of the Shore HL Contract by any amounts paid to the subcontractors;

m. Failing to complete the contracted for home elevation work and/or home improvements, thus requiring consumers to complete the work themselves, or to hire another contractor, all at an additional costs to the consumers;

n. Failing to honor the cancellation clause in the Shore HL contract;

o. Agreeing to provide consumers with credits for home elevation work and/or home improvements not performed, then failing to provide such credits;

p. Agreeing to provide consumers who cancelled the Shore HL Contract with a refund of RREM funds paid, but then failing to do so; and

q. Failing to respond to consumers' calls, emails and/or texts inquiring into when Defendants would begin or complete home elevation work.

71. Each unconscionable commercial practice by Defendants constitutes a separate violation under the CFA, N.J.S.A. 56:8.2

COUNT II

VIOLATION OF THE CFA BY DEFENDANTS (FALSE PROMISES AND/OR MISREPRESENTATIONS)

72. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 71 above as if more fully set forth herein.

73. In the operation of their business, Defendants have made false promises and/or misrepresentations including, but not limited to, the following:

a. Representing on the Shore HL Website that Shore House Lifters provides "Complete Turn Key Home Elevation Services," when such is not the case;

b. Representing on the Shore HL Website that "we self-perform all of our work," when such is not the case;

c. Representing on the Shore HL Website that their "quick and seamless process allows the homeowner to get back into their homes as quickly as possible," when such is not the case;

d. Representing on the Shore HL Website that Shore House Lifters' "goal and mission is to provide professional, prompt, efficient and cost affective (sic) services for our clients" but then failing to provide such services;

e. Representing that home elevation work and/or home improvements would commence or continue on a specific date, but then failing to commence or continue the work on such date;

f. Representing that the price of the Shore HL Contract would be reduced by payments consumers made directly to subcontractors, when such was not the case;

g. Representing that consumers would receive credits for home elevation work and/or home improvements not performed but then failing to provide such credits; and

h. Representing that consumers would receive a refund of RREM funds after the consumer cancelled the Shore HL Contract due to Defendants' failure to commence or complete the contracted for home elevation work and/or home improvements but then failing to provide such refunds.

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

COUNT III

VIOLATION OF THE CONTRACTORS' REGISTRATION ACT BY DEFENDANTS

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

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

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

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

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

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

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

82. 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.

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

84. The Contractor's 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).]

85. 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.

86. 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).]

87. Moreover, the Contractors' Registration Act includes a writing requirement for contracts priced in excess of $500 and provides, in pertinent part:

> a. On or after December 31, 2005, every home improvement contract for a purchase price in excess of $500, and all changes in the terms and conditions of the contract, shall be in writing. The contract shall be signed by

all parties thereto, and shall clearly and accurately set forth in legible form and in understandable language all terms and conditions of the contract, including but not limited to:

. . . . . .

(2) A copy of the certificate of commercial general liability insurance required of a contractor pursuant to section 7 (C. 56:8-142) of this act and the telephone number of the insurance company issuing the certificate; . . .

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

88. 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).]

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

a. Failing to include the HEC registration number on business documents and correspondence with consumers (N.J.S.A. 56:8-144(a));

b. Failing to include on invoices, Shore HL Contracts and correspondence, the toll-free telephone number provided by the Director for consumers to call with inquiries or complaints concerning home improvement contractors (N.J.S.A. 56:8-144(b));

c. Failing to include with the Shore HL Contract a copy of Defendants' certificate of commercial general liability insurance as well as the telephone number of the company issuing the certificate (N.J.S.A. 56:8-151(a)(2));

d. Failing to include on Shore HL Contracts the signatures of both parties (N.J.S.A. 56:-151(a); and

e. Failing to include the "Notice to Consumer" required cancellation language in Shore HL Contracts (N.J.S.A. 56:8-151(b))

90. 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

91. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 90 above as if more fully set forth at length herein.

92. 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.

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

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

95. 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.

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

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

98. The Contractor Registration Regulations require that home improvement contractors prominently display certain information and provide, in pertinent part:

> (d) A registered home improvement contractor shall prominently display:
>
> 2. The contractor's registration number on all advertisements distributed within this State, on business documents, contracts and correspondence with consumers of home improvement services within the State.
>
> (f) Any invoice, contract or correspondence given by a registrant to a consumer shall prominently contain the toll-free telephone number provided by the Division pursuant to (b) of N.J.S.A. 56:8-149 and shall be displayed in all caps in at least 10-point bold-face type as follows: FOR INFORMATION ABOUT CONTRACTORS AND THE CONTRACTORS' REGISTRATION ACT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS AT 1-888-656-6225.
>
> [N.J.A.C. 13:45A-17.11(d)(2), (f).]

99. Further, the Contractor Registration Regulations provide that:

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

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

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

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

b. Failing to include on invoices, Shore HL Contracts and correspondence, the informational statement and toll-free telephone number provided by the Director for consumers making inquiries regarding contractors (N.J.A.C. 13:45A-17.11(f)); and

c. Entering into home improvement contracts that did not comply with the requirements of N.J.S.A. 56:8-151 (e.g. failing to include the "Notice to Consumer" required cancellation language and failing to set forth the signatures of both parties) (N.J.A.C. 13:45A-17.13).

101. Defendants' conduct constitutes multiple violations of the Contractor Registration Regulations, N.J.A.C. 13:45A-17.1 et seq., each of which constitutes a per se violation of the CFA, N.J.S.A. 56:8-1 et seq.

COUNT V

VIOLATION OF THE HOME ELEVATION REGULATIONS BY DEFENDANTS

102. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 101 above as if more fully set forth at length herein.

103. The Home Elevation Regulations require that certain information must be displayed by the Contractor and provides in pertinent part:

> (d) A registered home elevation contractor shall prominently display:
>
> . . .
>
> 2. The home elevation contractor's registration number on all advertisements distributed within this State, on business documents and contracts, and on correspondence with consumers of home elevation services in this State.

. . .

> (f) Any invoice, contract, or correspondence given by a registrant to a consumer shall prominently contain the toll-free telephone number provided by the Division pursuant to N.J.S.A. 56:8-149(b), which shall be displayed in all caps in at least 10-point boldface type as follows: FOR INFORMATION ABOUT CONTRACTORS AND THE CONTRACTORS' REGISTRATION ACT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS AT 1-888-656-6225.
>
> [N.J.A.C. 13:45A-17A.10(d)(2), (f).]

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

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

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

a. Failing to include the HEC registration number on business documents and correspondence with consumers (N.J.A.C. 13:45A-17A.10(d)(2));

b. Failing to include on invoices, Shore HL Contracts and correspondence, the informational statement and toll-free telephone number provided by the Director for consumers making inquiries regarding home elevation contractors (N.J.A.C. 13:45A-17A.10(f)); and

c. Entering into Shore HL Contracts that did not comply with the requirements of N.J.S.A. 56:8-151 (e.g. failing to include the "Notice to Consumer" required cancellation language and failing to set forth the signatures of both parties) (N.J.A.C. 13:45A-17A.12).

106. Defendants' conduct constitutes multiple violations of the Home Elevation 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 VI

VIOLATION OF THE HOME IMPROVEMENT REGULATIONS BY DEFENDANTS

107. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 106 above as if more fully set forth herein.

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

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

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

111. The Home Improvement Regulations prohibit certain practices with regard to the performance of home improvement contracts, as follows:

> a. Without limiting any other practices which may be unlawful under the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., utilization by a seller of the following acts and practices involving the sale, attempted sale, advertisement or performance of home improvements shall be unlawful hereunder:
>
> . . . .
>
> 7. Performance:
>
> . . . .
>
> ii. Fail to begin or complete work on the date or within the time period specified in the home improvement contract, or as otherwise represented, unless the delay is for reason of labor stoppage; unavailability of supplies or materials, unavoidable casualties, or any other cause beyond the seller's control. Any changes in the dates or time periods stated in a written contract shall be agreed to in writing; or

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

. . . .

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

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

> 12. Home improvement contract requirements - writing requirement: All home improvement contracts for a purchase price in excess of $500.00, and all changes in the terms and conditions thereof shall be in writing. Home improvement contracts which are required by this subsection to be in writing, and all changes in the terms and conditions thereof, shall be signed by all parties thereto, and shall clearly and accurately set forth in legible form and in understandable language all terms and conditions of the contract. . .
>
> [N.J.A.C. 13:45A-16.2(a)(12).]

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

a. Failing to begin and/or complete home elevations and/or home improvement work on the date or within the time period specified in the Shore HL Contract (N.J.A.C. 13:45A-16.2(a)(7)(ii));

b. Failing to provide consumers with timely written notice of a delay in the commencement or completion of the home elevation and/or home improvement work (N.J.A.C. 13:45A-16.2(a)(7)(iii)); and

c. Failing to include in Shore HL Contracts the signatures of all parties (N.J.A.C. 13:45A-16.2(a)(12));

114. Defendants' conduct constitutes multiple violations of the Home Improvement Regulations, N.J.A.C. 13:45A-1.1 et seq., each of which constitutes a per se violation of the CFA, N.J.S.A. 56:8-1 et seq.

COUNT VII

VIOLATION OF THE ADVERTISING REGULATIONS BY DEFENDANTS

115. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 114 above as if more fully set forth herein.

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

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

> (a) Without limiting the application of N.J.S.A. 56:8-1 et seq., the following practices shall be unlawful with respect to all advertisements:
>
> . . . .
>
> 9. The making of false or misleading representations of facts concerning the reasons for, existence or amounts of price reductions, the nature of an offering or the quantity of advertised merchandise available for sale.
>
> [N.J.A.C. 13:45A-9.2(a)(9).]

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

a. Representing on the Shore HL Website that Shore House Lifters provides "Complete Turn Key Home Elevation Services," when such is not the case;

b. Representing on the Shore HL Website that "we self-perform all of our work," when such is not the case;

c. Representing on the Shore HL Website that their "quick and seamless process allows the homeowner to get back into their homes as quickly as possible," when such is not the case; and

d. Representing on the Shore HL Website that Shore House Lifters' "goal and mission is to provide professional, prompt, efficient and cost affective (sic) services for our clients" but then failing to provide such services.

119. Each violation of the Advertising Regulations by Defendants constitutes a per se violation of the CFA, N.J.S.A. 56:8-2.

COUNT VIII

VIOLATION OF THE CFA, THE CONTRACTORS' REGISTRATION ACT THE CONTRACTOR REGISTRATION REGULATIONS, THE HOME ELEVATION REGULATIONS THE HOME IMPROVEMENT REGULATIONS AND/OR THE ADVERTSING REGULATIONS BY ZAIDINSKI SR.

120. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 119 above as if more fully set forth herein.

121. At all relevant times, Zaidinski Sr. has been an owner, officer, director, manager, representative and/or agent of Shore House Lifters and has controlled, directed and/or participated in the management and operation of that entity, including the conduct alleged in this Complaint.

122. The conduct of Zaidinski Sr. makes him personally liable for the violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, the Home Elevation Regulations, the Home Improvement Regulations and/or the Advertising Regulations committed by Shore House Lifters.

COUNT IX

VIOLATION OF THE CFA, THE CONTRACTORS' REGISTRATION ACT THE CONTRACTOR REGISTRATION REGULATIONS, THE HOME ELEVATION REGULATIONS THE HOME IMPROVEMENT REGULATIONS AND/OR THE ADVERTSING REGULATIONS BY ZAIDINSKI JR.

123. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 122 above as if more fully set forth herein.

124. At all relevant times, Zaidinski Jr. has been an owner, officer, director, manager, representative and/or agent of Shore House Lifters and has controlled, directed and/or participated in the management and operation of that entity, including the conduct alleged in this Complaint.

125. The conduct of Zaidinski Jr. makes him personally liable for the violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, the Home Elevation Regulations, the Home Improvement Regulations and/or the Advertising Regulations committed by Shore House Lifters.

PRAYER FOR RELIEF

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

(a) Finding that the acts and practices of Defendants constitute multiple instances of unlawful practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., the Contractors' Registration Act, N.J.S.A. 56:8-136 et seq., the Contractor Registration Regulations, N.J.A.C. 13:45A-17.1 et seq., the Home Elevation Regulations, N.J.A.C. 13:45A-17A.1 et seq., the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., and/or the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq.;

(b) Permanently enjoining Defendants and their owners, officers, directors, shareholders, founders, members, managers, agents, servants, employees, representatives, independent contractors and all other persons or entities directly under their control, from engaging in, continuing to engage in or doing any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., the Contractors' Registration Act, N.J.S.A. 56:8-136 et seq., the Contractor Registration Regulations, N.J.A.C. 13:45A-17.1 et seq., the Home Elevation Regulations, N.J.A.C. 13:45A-17A.1 et seq., the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., and/or the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., including, but not limited to, the acts and practices alleged in this Complaint, as authorized by the CFA, N.J.S.A. 56:8-8;

(c) Permanently enjoining Defendants from owning, operating or otherwise managing any business or other entity in the State, whether registered with the Division or not, that advertises, offers for sale, sells and/or performs home improvements, including home elevations, within the State;

(d) Permanently enjoining Defendants from the advertisement, offer for sale, sale and performance of home improvements, including home elevations, within the State;

(e) Permanently vacating and/or annulling the corporate charter in the State of Shore House Lifters, as authorized by N.J.S.A. 56:8-8;

(f) Permanently revoking the HIC and HEC registration issued to Shore HL;

(g) Directing Defendants, jointly and severally, to pay restitution to restore to any affected person, whether or not named in this Complaint, any money or real or personal property acquired by means of any alleged practice herein to be unlawful and found to be unlawful, as authorized by N.J.S.A. 56:8-8;

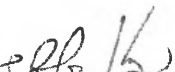
(h) Directing Defendants, jointly and severally, to disgorge to the New Jersey Department of Community Affairs, RREM funds and LRRP funds unlawfully acquired or retained, as authorized by N.J.S.A. 56:8-8;

(i) Directing Defendants, jointly and severally, to pay the maximum statutory civil penalties for each and every violation of the CFA, in accordance with N.J.S.A. 56:8-13;

(j) Directing Defendants, jointly and severally, to pay costs and fees, including attorneys' fees, for the use of the State of New Jersey, as authorized by the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19; and

(k) Granting such other relief as the interests of justice may require.

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

By: 
Jeffrey Koziar
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: January 5, 2017
Newark, New Jersey

RULE 4:5-1 CERTIFICATION

I certify, to the best of my information and belief, that the matter and controversy in this action involving the aforementioned violations of the CFA, N.J.S.A. 56:8-1 et seq., the Contractors' Registration Act, N.J.S.A. 56:8-136 et seq., the Contractor Registration Regulations, N.J.A.C. 13:45A-17.1 et seq., the Home Elevation Regulations, N.J.A.C. 13:45A-17.1 et seq., the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., and/or the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., is not the subject of any other action pending in any other court of this State. I am aware that other private actions have been brought against the Defendants, but have no direct information that any of those actions involve consumer fraud allegations. I further certify that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party who should be joined in this action at this time.

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

By: _____
Jeffrey Koziar
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: January 5, 2017
Newark, New Jersey

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

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

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

By:_____
Jeffrey Koziar
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: January 5, 2017
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

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

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

By:_____
Jeffrey Koziar
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: January 5, 2017
Newark, New Jersey