

**FILED**

**FEB 29 2016**

**RAYMOND A. BATTEN, P.J.Ch.**

JOHN J. HOFFMAN  
ACTING ATTORNEY GENERAL OF NEW JERSEY  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for Plaintiffs

By: Alina Wells (029512006)  
Deputy Attorney General  
[REDACTED]

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION,  
ATLANTIC COUNTY  
DOCKET NO. ATL-C- 14-15

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.

WATERWORLD FIBER GLASS POOLS (N.E.)  
INC., DONALD TALLMAN, 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 WATERWORLD FIBER  
GLASS POOLS (N.E.) INC.; and XYZ  
CORPORATIONS 1-20,

Defendants.

Civil Action

COMPLAINT

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 Waterworld Fiber Glass Pools (N.E.) Inc. ("Waterworld") and Donald Tallman ("D. Tallman") (collectively, "Defendants") were engaged in the advertisement, offering for sale, sale and performance of various home improvements, including, installation of in-ground swimming pools, 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) include required information in or with home improvement contracts (e.g., Division contact number, cancellation language, start and end dates); (b) perform the contracted-for home improvement work, after receiving consumer payments; and (c) 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 Atlantic 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. Waterworld is a New Jersey corporation, formed on July 22, 1997. Upon information and belief, Waterworld's current principal business and mailing address is 700 Reading Avenue, Hammonton, New Jersey 08037.

6. Waterworld's registered agent in the State is Janet Tallman, with a mailing address of 700 Reading Avenue, Hammonton, New Jersey 08037.

7. At all relevant times, upon information and belief, J. Tallman has been the President of Waterworld, and D. Tallman has been the Vice President.

8. Waterworld's registration with the New Jersey Secretary of State, Division of Commercial Recording, was revoked on February 16, 2014, for failure to pay annual dues.

9. 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 Waterworld 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.

10. XYZ Corporations 1 through 20 are fictitious corporations meant to represent any additional business entities that 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**

11. Upon information and belief, since at least 2000, Defendants have been engaged in the advertisement, offering for sale, sale and performance of various home improvements, including, installation of in-ground swimming pools, to consumers in the State and elsewhere.

**A. Home Improvement Contractor Registrations:**

12. Prior to April 2006, Waterworld 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.

13. On or about April 6, 2006, the Division registered Waterworld as an HIC and issued it registration number 13VH02350100.

14. On November 6, 2006, November 2, 2007, November 11, 2008, October 21, 2009, December 14, 2010, December 14, 2011 and November 7, 2012, Waterworld filed online renewal applications.

15. In each online renewal application, Waterworld affirmatively answered the following question: "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?"

16. In the online renewal application dated November 7, 2012, Respondent indicated that a commercial general liability insurance policy for \$1,000,000.00 had been issued to Waterworld by Nautilus Insurance Company under policy number NN255242 beginning on July 13, 2012 and expiring on July 13, 2013.

17. On December 31, 2013, Waterworld's HIC registration expired.

18. On March 31, 2014, Waterworld submitted a Home Improvement Contractor Reinstatement Form to the Division, seeking reinstatement of its Home Improvement Contractor registration.

19. Waterworld was reinstated as a Home Improvement Contractor on April 14, 2014.

20. On or about June 26, 2014, the Division received information that Respondent's commercial general liability insurance, policy number NN255242, had expired on July 13, 2012 and that the Certificate of Commercial General Liability Insurance issued on March 28, 2014 was not valid.

21. At present, Waterworld is registered as a Home Improvement Contractor with the Division.

**B. Defendants' Business Practices Generally:**

22. Upon information and belief, Defendants offered two (2) types of pool installation: "Drop & Set" and "Turn Key".

23. Upon information and belief, consumers electing the "Drop & Set" installation were responsible for: obtaining permits; excavating the hole in the ground for the pool; obtaining tons of stone and a crane; securing electrical and plumbing services. Defendants simply delivered the pool and related equipment.

24. Upon information and belief, consumers electing the "Turn Key" installation could rely upon Defendants to obtain permits, excavate a hole for the pool, rent appropriate equipment, obtain tons of stone, and arrange for the performance of electrical and plumbing work. In addition, Defendants would deliver the pool and related equipment.

25. Upon information and belief, 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.

26. Upon information and belief, at varying times, Defendants commenced home improvements only to abandon the work and not return to the consumers' homes for weeks, months or at all.

27. Upon information and belief, 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.

28. Upon information and belief, at varying times, Defendants failed to respond to consumers' calls and/or e-mails asking when Defendants would begin home improvement work or continue home improvement work that they had already commenced, but then abandoned.

29. Upon information and belief, at varying times, Defendants provided consumers with a date and time for their return to the consumers' homes, but then failed to appear.

30. Upon information and belief, Defendants accepted a down payment for home improvement work under the condition that if the municipality denied the requested permit, Defendants would return the down payment, but then failed to return the deposit.

31. Upon information and belief, Defendants took deposits, failed to deliver pools, and then refused to issue refunds.

32. Upon information and belief, 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) performing electrical work that failed three municipal inspections; (b) installing a pool that developed hairline cracks within a week of installation; and (c) installing pools in which the walls and floor became covered with white powder.

33. Upon information and belief, at varying times, representations by Defendants regarding the delivery date of a pool caused consumers to rent heavy equipment, have a large hole excavated in their backyard, and obtain delivery of sixty (60) to eighty (80) tons of stone or gravel. Defendants then failed to deliver a pool on the date specified, or at any time.

34. Upon information and belief, at varying times, when consumers called Defendants about substandard work, Defendants represented that they would return to the consumers' homes and make the necessary corrective repairs, but then failed to do so.

35. Upon information and belief, at varying times, consumers attempted to contact Defendants regarding, among other things, failure to deliver a pool and performance of substandard work, and Defendants failed to return the consumers' calls.

36. Upon information and belief, 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:**

37. At varying times, Defendants provided consumers with home improvement contracts that did not include: (a) dates for the commencement and/or completion of the home improvement work; (b) the required "Notice to Consumer" cancellation language; (c) a copy of the certificate of commercial general liability insurance and the telephone number of the insurance company issuing the certificate; (d) the toll-free telephone number provided by the Director of the Division for consumers making inquiries concerning home improvement contractors; (e) the contractor's registration number; and/or (f) the signatures of both parties.

**COUNT I**

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

38. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 37 above as if more fully set forth herein.

39. 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...

40. 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).

41. 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 delivery and/or installation of in-ground pools.

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

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

- a. Failing to begin and/or complete work on the agreed upon date or time period represented orally or in the home improvement contract;
- b. Commencing home improvements only to abandon the work and not return to the consumers' homes for weeks, months or at all;
- c. Failing 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;
- d. Failing to respond to consumers' calls and/or e-mails asking when Defendants would begin home improvement work or continue home improvement work that they had already commenced, but then abandoned;
- e. Providing consumers with a date and time for their return to the consumers' homes, but then failing to appear;
- f. Accepting 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 failing to return the down payment;
- g. Taking deposits, failing to deliver pools, and then refusing to issue refunds;
- h. Performing home improvements in a substandard manner and failing to make the necessary corrective repairs;
- i. Refusing to issue a refund when requested by consumers after Defendants failed to perform the contracted-for home improvement work; and
- j. Refusing to refund a consumer's deposit after a municipality denied a permit for the contracted-for home improvement work.

44. 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)

45. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 44 above as if more fully set forth herein.

46. 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 on an agreed upon date or time period, when such was not the case;
- b. Misrepresenting the delivery date of a pool, causing consumers to make significant outlays of funds as a result;
- c. Representing that they would return to the consumers' homes and make the necessary corrective repairs, but then failing to do so;
- d. Representing to consumers that Defendants would return to consumers' homes at a date certain to complete previously abandoned home improvement work, when such was not the case; and
- e. Representing to consumers that Defendants would return to consumers' homes at a date certain to repair substandard home improvement work, when such was not the case.

47. 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

48. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 47 above as if set forth more fully herein.

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

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

51. 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.

52. 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.

53. 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).]

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

55. The Contractors' Registration Act requires that contractors maintain general liability insurance, and provides in pertinent part:

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.

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

56. 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).]

57. 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.

58. 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).]

59. 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 of this act and the telephone number of the insurance company issuing the certificate;

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

60. 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).]

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

- a. Entering into home improvement contracts while not registered as a Home Improvement Contractor, in violation of N.J.S.A. 56:8-138(a);

- b. Failing to maintain general liability insurance(N.J.S.A. 56:8-142);
  - c. 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));
  - d. Failing to include on home improvement contracts the signatures of both parties (N.J.S.A. 56:8-151(a));
  - e. Failing to include the “Notice to Consumer” required cancellation language in home improvement contracts (N.J.S.A. 56:8-151(b));
  - f. Failing to include the HIC Registration number on advertisements and 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
  - g. Failing to include a copy of the certificate of commercial general liability insurance and the telephone number of the insurance company issuing the certificate with home improvement contracts with consumers in the State (N.J.S.A. 56:8-151(a)(2)).
62. 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

63. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 62 above as if more fully set forth herein.

64. 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.

65. 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.

66. At all relevant times, Defendants have performed "Home Improvement[s]" within the meaning of the Contractor Registration Regulations, N.J.A.C. 13:45A-17.2.

67. 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.

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

69. 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).]

70. 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.]

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

- a. Entering into home improvement contracts while not registered as a Home Improvement Contractor, in violation of N.J.A.C. 13:45A-17.3;
  - b. 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));
  - 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 set forth the signature of both parties, failing to include a copy of the general liability insurance certificate) (N.J.A.C. 13:45A-17.13); and
  - d. Failing to include in home improvement contracts the HIC Registration number (N.J.A.C. 13:45A-17.11(d)).
72. 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

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

74. 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 the sale, advertisement or performance of home improvement contracts.

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

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

77. 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. . . .
- 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.

....

12. Home improvement contract requirements-writing requirement: All home improvement contracts for a purchase price in excess of \$500.00, and all changes in the terms and conditions thereof shall be in writing. Home improvement contracts which are required by this subsection to be in writing, and all changes in the terms and conditions thereof, shall be signed by all parties thereto, and shall clearly and accurately set forth in legible form and in understandable language all terms and conditions of the contract, including, but not limited to, the following:

....

- iv. The dates or time period on or within which the work is to begin and be completed by the seller;

.....

[N.J.A.C. 13:45A-16.2(a)(7)(ii-iii), (12) and 12(iv).]

78. 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)); and
- d. 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)).

79. 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 D. TALLMAN**

80. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 79 above as if more fully set forth herein.

81. At all relevant times, D. Tallman has been an owner, Vice President, and/or managing member of Waterworld, and has controlled, directed and/or participated in the management and operation of those entities, including the conduct alleged in this Complaint.

82. Upon information and belief, D. Tallman made sales visits to consumers' homes.

83. Upon information and belief, D. Tallman answered consumer telephone calls.

84. Upon information and belief, D. Tallman scheduled delivery dates for consumers.

85. Upon information and belief, D. Tallman requested and received payments from consumers in connection with promised home improvements.

86. Upon information and belief, D. Tallman has requested and received payments from consumers in connection with promised home improvements that were not performed by Waterworld.

87. The conduct of D. Tallman 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 Waterworld.

### 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) 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;
- (d) 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;

- (e) 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
- (f) Granting such other relief as the interests of justice may require.

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

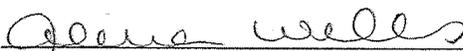
By:   
Alina Wells  
Deputy Attorney General  
Consumer Fraud Prosecution Section

Dated: February 20, 2015  
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 the subject two private civil actions brought against Defendant Waterworld Fiber Glass Pools (N.E.) Inc. , specifically, Mokos Christopher John v. Water World Fiberglass, Superior Court of New Jersey, Law Division, Atlantic County, Docket No. SC-63640000-2014 and Pogorelec v. Water World Fiberglass [sic] Pools et al., Superior Court of New Jersey, Law Division, Passaic County, Docket No. SC-44710000-2014. 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:   
Alina Wells  
Deputy Attorney General  
Consumer Fraud Prosecution

Dated: February 20, 2015  
Newark, New Jersey

RULE 1:38-7(e) 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: Alina Wells  
Alina Wells  
Deputy Attorney General  
Consumer Fraud Prosecution Section

Dated: February 20, 2015  
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Deputy Attorney General Alina Wells 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: Alina Wells  
Alina Wells  
Deputy Attorney General  
Consumer Fraud Prosecution Section

Dated: February 20, 2015  
Newark, New Jersey