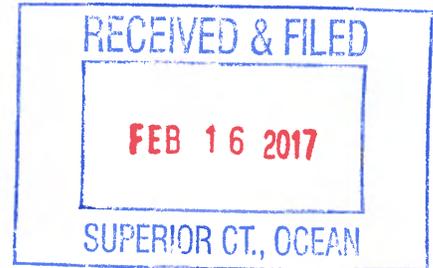


CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Plaintiffs



By: Jesse J. Sierant (049342013)
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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, OCEAN COUNTY
DOCKET NO. _____

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.

LAWSON RENOVATIONS, LLC d/b/a J and N
CONSTRUCTION AND ROOFING a/k/a J & N
CONSTRUCTION AND ROOFING, LLC a/k/a J & N
CONSTRUCTION, LLC a/k/a J & N CONSTRUCTION AND
ELEVATION; J & N CONSTRUCTION AND ROOFING
LLC a/k/a LAWSON RENOVATION LLC d/b/a J&N
CONSTRUCTION AND ROOFING LLC a/k/a J & N
CONSTRUCTION LLC a/k/a J & N CONSTRUCTION AND
ROOFING a/k/a J & N CONSTRUCTION AND
ELEVATION; LAWSON RENOVATION J & N
CONSTRUCTION LLC; JAMIE LYNN LAWSON a/k/a
JAMIE LAWSON a/k/a JAMES LAWSON, a/k/a JAMIE L.
LAWSON a/k/a JAMIE JAMES LAWSON, individually and
as owner, officer, director, founder, member, manager,
employee, servant, representative and/or agent of LAWSON
RENOVATIONS, LLC, J & N CONSTRUCTION AND
ROOFING LLC, and LAWSON RENOVATION J & N
CONSTRUCTION LLC; JANE AND JOHN DOES 1-20,
individually and as owners, officers, directors, shareholders,
founders, members, managers, employees, servants, agents,
representatives and/or independent contractors of LAWSON
RENOVATIONS, LLC, J & N CONSTRUCTION AND
ROOFING LLC, and/or LAWSON RENOVATION J & N
CONSTRUCTION LLC; and XYZ CORPORATIONS 1-20,

Defendants.

C 42-17
Civil Action

COMPLAINT

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, by way of Complaint state:

PRELIMINARY STATEMENT

1. Home improvements are among the most costly expenses incurred by consumers. For homeowners trying to rebuild after the devastation caused by Superstorm Sandy, these expenses can be especially burdensome. To aid affected homeowners in the process of rebuilding their homes, the Reconstruction, Rehabilitation, Elevation and Mitigation (“RREM”) Program and the Low-to-Moderate Income (“LMI”) Program were established by the New Jersey Department of Community Affairs (“DCA”) to provide grants to homeowners, among other things, for home repair, elevation, and new home construction.

2. At all relevant times, Lawson Renovations, LLC d/b/a J and N Construction and Roofing a/k/a J & N Construction and Roofing, LLC a/k/a J & N Construction, LLC a/k/a J & N Construction and Elevation (“J & N Construction and Roofing”); J & N Construction and Roofing LLC a/k/a Lawson Renovation LLC d/b/a J & N Construction and Roofing LLC a/k/a J & N Construction LLC a/k/a J & N Construction and Roofing a/k/a J & N Construction and Elevation (“J & N Construction and Elevation”); Lawson Renovations J & N Construction LLC (“Lawson Renovations J & N Construction”); Jamie Lynn Lawson a/k/a Jamie Lawson a/k/a James Lawson, a/k/a Jamie L. Lawson a/k/a Jamie James Lawson (“Lawson”) (collectively, “Defendants”) were engaged in the advertisement, offer for sale, sale and performance of various home improvements, home elevations services, and/or new home construction (“Construction Services”) in the State of

New Jersey (“State” or “New Jersey”). Defendants were among the contractors approved by the RREM Program and the LMI Program for use by grant recipients.

3. In order to protect consumers from unscrupulous practices in both storm repair and common home improvement, the State has enacted a comprehensive statutory scheme to ensure that home improvement contractors conduct themselves in an honest manner. The Contractors’ Registration Act, N.J.S.A. 56:8-136 et seq. (“Contractors’ Registration Act”), the accompanying Regulations Governing Home Improvement Contractor Registration (“Contractor Registration Regulations”), N.J.A.C. 13:45A-17.1 et seq., and the Regulations Governing Home Elevation Contractors, N.J.A.C. 13:45A-17A.1 et seq. (“Home Elevation Regulations”) require, among other things, that home improvement contractors be registered with the New Jersey Division of Consumer Affairs (“Division”), maintain the required commercial general liability insurance coverage as a home improvement contractor and home elevation contractor, and obtain the proper construction permits prior to beginning work on projects.

4. Defendants engaged in Construction Services in violation of the Contractors’ Registration Act, the Contractor Registration Regulations, the Home Elevation Regulations, the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”), the Regulations Governing Home Improvement Practices, N.J.A.C. 13:45A-16.1 et seq. (“Home Improvement Regulations”), and/or 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 Defendants’ failure to: (a) perform the contracted-for Construction Services after receipt of RREM funds and/or consumer payments; (b) complete contracted-for Construction Services after receipt of RREM funds and/or consumer payments; (c) include information in home improvement contracts (e.g., registration and sales representative information, the dates or time period on or within which the work is to begin

and/or be completed by the seller, “Notice to Consumer” cancellation language; and copies of certificates of commercial general liability insurance); and (d) maintain commercial general liability insurance coverage as a home improvement contractor and home elevation contractor.

5. Defendants’ conduct comprises multiple 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. The Attorney General and Director submit this Complaint to halt Defendants’ deceptive business practices, and to obtain consumer restitution and other monetary relief.

PARTIES AND JURISDICTION

6. 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.

7. By this action, the Attorney General and the 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.

8. Venue is proper in Ocean 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.

9. On November 15, 2012, Lawson Renovations, LLC d/b/a J & N Construction and Roofing, LLC was established as a Domestic For-Profit Corporation in the State of Texas with a registered business address at 8705 Cherry Lee Lane, Lantana, Texas 76226.

10. On or about November 28, 2012, Lawson Renovations, LLC d/b/a J and N Construction and Roofing registered in New Jersey as a Foreign Limited Liability Company, listing the registered agent in the State as Nicholas J. Cherami, Esq. with a mailing address at 236A Newark Avenue, Jersey City, New Jersey 07302.

11. On or about April 2, 2014, J & N Construction and Roofing, LLC was registered in New Jersey as a Foreign Limited Liability Company, listing the registered agent in the State as Jamie Lawson with a mailing address at 41 West Granada Drive, Brick, New Jersey 08723.

12. On or about April 2, 2014, Lawson Renovation J & N Construction LLC was registered in New Jersey as a Foreign Limited Company, listing the registered agent in the State as Jamie Lawson with a mailing address at 41 West Granada Drive, Brick, New Jersey 08723.

13. At all relevant times, Jamie Lynn Lawson has been an owner, officer, director, founder, member, manager, servant, employee, representative and/or agent of Lawson Renovations, LLC d/b/a J and N Construction and Roofing, J & N Construction and Roofing, LLC, and Lawson Renovation J & N Construction LLC and has controlled, directed and/or participated in the management and operation of Lawson Renovations, LLC d/b/a J and N Construction and Roofing, J & N Construction and Roofing, LLC, and Lawson Renovation J & N Construction LLC. Lawson's last known address is 41 West Granada Drive, Brick, New Jersey 08723.

14. At all relevant times, Defendants have maintained a business address in New Jersey at 41 West Granada Drive, Brick, New Jersey 08723.

15. John and Jane Does 1 through 20 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, members, managers, agents, servants, employees and/or representatives of Lawson Renovations, LLC d/b/a J and N Construction and Roofing, J & N Construction and Roofing, LLC, and Lawson Renovation J & N Construction LLC 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.

16. 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

17. Since at least November 29, 2012, Defendants J & N Construction and Roofing and Lawson have been engaged in the advertisement, offer for sale, sale and performance of Construction Services in New Jersey.

18. Since at least April 2, 2014, Defendants J & N Construction and Elevation and Lawson Renovation J & N Construction LLC have been engaged in the advertisement, offer for sale, sale and performance of Construction Services in New Jersey.

A. RREM Program:

19. 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.

20. The RREM Program provides grants to homeowners with an income of \$250,000 or less, for activities necessary to restore their storm-damaged primary residences, including reconstruction, rehabilitation, elevation and/or other mitigation activities.

21. The RREM Program is open to homeowners whose primary residence is located in one of nine counties (Atlantic, Bergen, Cape May, Essex, Hudson, Middlesex, Monmouth, Ocean or Union) and whose homes suffered a loss of at least \$8,000 or one foot of water on the first floor, as verified by the Federal Emergency Management Agency (“FEMA”) or its affiliates.

22. 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 or 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 per homeowner.

23. 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.

24. To date, the Division has obtained information regarding losses for thirteen (13) consumers who contracted with Defendants as Pathway B homeowners. These consumers paid Defendants the aggregate amount of \$1,135,231.79 for Construction Services, which were not performed in whole or in part. The RREM consumers with identified losses, as well as the funds each paid to Defendants, are as follows:

Last Name	RREM Funds Paid to Defendants	Consumer Monies Paid to Defendants	Total Amount Paid to Defendants	Restitution	Work Contracted
Bindell	\$80,149.16	\$18,850.84	\$99,000	\$68,314.46	Home Elevation
Caufield	\$59,055.75	\$0	\$59,055.75	\$51,838.39	Home Elevation
Dolan	\$135,000	\$0	\$135,000	\$33,000	Home Improvement and Elevation
Gehweiler	\$66,118	\$0	\$66,118	\$66,118	Home Improvement and Elevation
Ginnelly	\$71,000	\$0	\$71,000	\$33,089.81	Home Improvement and Elevation
LaRosa	\$95,886	\$0	\$95,886	\$55,561.16	Home Improvement and Elevation
Loo	\$15,000	\$0	\$15,000	\$15,000	Home Improvement and Elevation
McGowan	\$85,260.27	\$0	\$85,260.27	\$85,260.27	Home Improvement and Elevation
Miller, R.	\$109,530.76	\$63,881.01	\$173,411.77	\$72,985.09	Home Improvement and Elevation
Squires	\$78,000	\$0	\$78,000	\$78,000	Modular
Williams	\$75,000	\$0	\$75,000	\$75,000	Home Elevation
Wisniewski	\$115,000	\$0	\$115,000	\$83,425.96	Home Elevation
Zanowic	\$67,500	\$0	\$67,500	\$67,500	Home Elevation
Total	\$1,052,499.94	\$82,731.85	\$1,135,231.79	\$785,093.14	

B. LMI Program:

25. The LMI Program, administered by DCA, consists of \$40 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

homeowners who did not apply to the RREM Program to repair or rebuild their Superstorm Sandy-damaged homes.

26. The LMI Program provides grants to homeowners with a verified household income not exceeding 80 percent of Area Median Income to assist in completing the necessary work to restore their storm-damaged primary residences, including reconstruction, rehabilitation, elevation and/or other mitigation activities and to make homes compliant with flood plain, environmental, and other State and local requirements.

27. Similar to the RREM Program, the LMI Program is open to homeowners whose primary residence is located in one of nine counties (Atlantic, Bergen, Cape May, Essex, Hudson, Middlesex, Monmouth, Ocean or Union) and whose homes suffered a loss of at least \$8,000 or one foot of water on the first floor, as verified by FEMA or its affiliates.

28. Like RREM, the LMI 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 or her home. The LMI Program provides grants of up to \$150,000 to eligible applicants.

29. To date, the Division has obtained information regarding losses for one (1) consumer who contracted with Defendants as a LMI grant recipient. This consumer paid Defendants for home elevation and improvements, which were not performed at all. The LMI consumer with identified losses, as well as the funds paid to Defendants, are as follows:

Last Name	LMI Funds paid to Defendants	Consumer Monies Paid to Defendants	Total Amount Paid to Defendants	Restitution	Work Contracted
Wodzinski	\$38,500	\$0	\$38,500	\$38,500	Home Elevation and Improvement
Total	\$38,500	\$0	\$38,500	\$38,500	

C. Defendants' Websites and Advertising:

30. At all relevant times, Defendants advertised, and continue to advertise, Construction Services at various Internet website locations including <http://rebuildingfutures.com> (“J & N Main Website”), <http://rebuildingfuturessc.com/home> (“J & N Flood Restoration Website”), and <http://www.brickhomelifting.com> (“J & N Elevation Website”) (collectively the “J & N Websites”).

31. The J & N Websites were active as of November 4, 2016. As of January 18, 2017, the J & N Main Website and the J & N Elevation Website are still active.

32. The J & N Main Website advertises that “J & N Construction and Elevation is a fully licensed and insured disaster recovery company. We are an [sic] RREM approved contractor and equipped to help storm, flood, wind, hail and fire victims rebuild and restore their property.”

33. The homepage of the J & N Main Website appears as follows:



34. On the “Services” page, the J & N Main Website states:

Home Elevation

J & N Construction and Elevation is a RREM approved business. We are knowledgeable in house lifting for residents who have experienced damage to their home and/or foundation. We possess state of the art unified jacking equipment that will carefully raise your home off its foundation, keeping it level throughout the entire process.

New Home Construction

Rebuilding after a natural disaster is a sign of determination. J & N Construction and Elevation is experienced in getting families back on their feet and into a new home. We understand the devastation of losing your home and will work efficiently to get a new home built to fit your lifestyle and budget. Our team of professionals can help with insurance claims while providing design and comprehensive building services... You can turn to us for all your rebuilding needs.

35. The J & N Main Website displays an “About Us” page which states,

J & N Construction and Elevation was established in 1995 by James Lawson, and his team of highly qualified construction professionals. For over 17 years we have been dedicated to our customers, providing them with high quality work, reliability and professionalism. We offer a full range of turn key recovery services including new home construction and rebuilding, remodeling, home demolition, framing, new foundations, house lifting, and the handling of insurance claims, to name a few services. We understand homeowners often feel vulnerable and overwhelmed after a disaster occurs, and we are here to help. We offer free estimates and proudly serve New Jersey, North Carolina, South Carolina, Florida, Texas, and Oklahoma. Let us help you rebuild a promising new future for you and your family.

36. The J & N Main Website does not contain Defendants’ HIC registration number, HEC registration, or New Home Builders registration number.

37. The J & N Flood Restoration Website homepage appeared, in part, as follows:

J & N
CONSTRUCTION & ELEVATION

We are a fully equipped RREM approved contractor
All phone calls returned the same day!
877-646-4007
Serving all of New Jersey

HOME ABOUT US HOUSE RAISING FLOOD DAMAGE REPAIR HOME RESTORATION INSURANCE CLAIMS PORTFOLIO CONTACT

This page can't be displayed.
• Make sure the web address is correct.
• Look for the page with your search engine.
• Refresh the page in a few minutes.

We Are The Flood Restoration Experts
J & N Construction and Elevation already assists you with disaster recovery and total restoration services following a natural disaster. One call, one contractor. From start to finish. Restoring your life is our highest priority.

\$1,500 OFF
Any Home Elevation / 2 or more stories

\$14,000 or LESS
to elevate any 1 story home

Trusted Disaster Recovery Specialists

Home elevation Build new homes Demolition Insurance claims

Over 20 years of comprehensive disaster recovery service
J & N Construction and Elevation has been in business for over 20 years. During this time, we've helped countless homeowners with services ranging from home elevation and new home construction to total restoration. Contact us now and we'll return your call within the same day.

Why you should choose J & N Construction and Elevation:
• FREE estimates
• All services guaranteed
• 20 years of experience
• Quick turnaround
• Turn key restoration

"Restoring futures... Restoring lives."

Exceptional Service
We are the only company in the industry that offers a 24-hour emergency response. Our integrated business model ensures your needs are met.

The Best Team
Our experienced and professional team of technicians and project managers will ensure your project is completed on time and within budget.

Satisfaction Guaranteed
We are a 100% satisfaction company. We stand behind our work and our reputation. If you are not satisfied, we will redo the work at no cost to you. We have been in business for 20 years and we are proud to have a 100% satisfaction rate.

38. The home page of the J & N Flood Restoration Website included the statement:

Why you should choose J & N Construction and Elevation:
 FREE estimates
 All services guaranteed
 20 years of experience

Quick turnaround
Turn key restoration

39. On the “Home Restoration” page, the J & N Restoration Website stated:

We are here to help you
When your home has been damaged due to a natural disaster, you deserve help. We spent four years in New Orleans helping the victims of [the] hurricane **Katrina** catastrophe and are currently helping the families affected by hurricane **Sandy** in New Jersey. We are here to do the same for you! [Emphasis same.]

Storm Damage Restoration
Disaster[s] such as tornadoes, hurricanes, blizzards and floods can cause severe damage to properties and extreme interruptions to our everyday life. J & N Construction and Elevation has a trained team specialized in providing prompt intervention for emergency cleanup and restoration services. Our services include everything from turn key restoration to less extensive repairs such as painting, flooring and interior trim.

40. The J & N Flood Restoration Website stated, “James Lawson founded J & N Construction and Elevation in 1995. He started the business in Myrtle Beach, South Carolina where he then moved his business to New Jersey.”

41. The J & N Flood Restoration Website also had informational pages for the following services: “House Raising,” “Flood Damage Repair,” “Home Restoration,” and “Insurance Claims.”

42. The J & N Flood Restoration Website did not contain the Defendants’ HIC registration number, HEC registration, or New Home Builders registration number.

43. Both the J & N Main Website and the J & N Flood Restoration Website include the following statements:

Exceptional Service

Only the best and safest materials are used to ensure the long-lasting safety and integral framework for your home.

The Best Team

Our team is comprised of builders, an architect, engineer and experienced independent insurance adjuster.

Satisfaction Guaranteed

Providing its customers with the highest quality of services, hassle-free experience in rebuilding and restoring homes for 17 years, and has earned an A+ rating with the Better Business Bureau.

44. Defendants have an “F” rating with the Better Business Bureau as of November 3, 2016.
45. The J & N Elevation Website homepage appears, in part, as follows:

J & N Construction and Elevation

(732) 410-7496

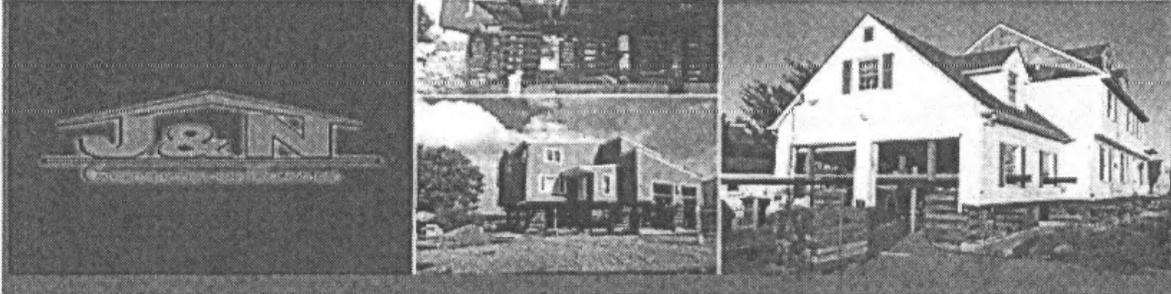


[View Main Website](#)

[HOME](#)

[SERVICES](#)

[CONTACT US](#)



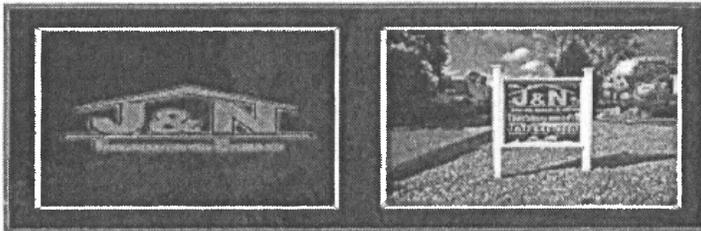
ABOUT OUR COMPANY

Welcome to J & N Construction and Elevation, your premier home restoration and foundation lifting contractor in Brick, NJ. We specialize in home elevation, structure lifting, home disaster restoration and home mover services. Our experts are there to help homeowners when they need it, handling fire, wind, flood, hail and storm damage, and rebuilding property. We are a fully licensed and insured home lifting and restoration company, and an RREM approved contractor.

Our company was first established in 1996 by James Larson, whose team of highly qualified construction professionals have provided quality workmanship and reliability for the last two decades. We offer a wide range of turnkey recovery services, including demolition, remodeling, rebuilding, new home construction, framing, new foundations, house raising and handling of insurance claims.

We understand that the aftermath of a disaster leaves homeowners vulnerable and overwhelmed, and we are here to help. Serving the states of New Jersey, North Carolina, South Carolina, Florida, Texas and Oklahoma, J & N Construction and Elevation is available to help you build a new future for you and your family.

- Elevation Contractor
- Home Lifter
- Foundation Lifting Services



Brick Home Elevation | Foundation Lifting | Home Restoration Brick

WHY CHOOSE US

Family-Owned & Operated

In Business Over 19 Years

RREM Approved Contractor



WE SERVICE

• Brick, NJ

REVIEWS

Star Rating: 1 2 3 4 5

Write your Review



46. The J & N Elevation Website states:

Welcome to J & N Construction and Elevation, your premier home restoration and foundation lifting contractor in Brick, NJ. We specialize in home elevation, structure lifting, home disaster restoration and home mover services. Our experts are there to help homeowners when they need it, handling fire, wind, flood, hail and storm damage, and rebuilding property. We are a fully licensed and insured home lifting and restoration company, and an [sic] RREM approved contractor.

47. The J & N Elevation Website also states:

As an [sic] RREM approved foundation lifting contractor, we specialize and are highly qualified to perform home elevation for your residential property needs... Our state-of-the-art jacking equipment will ensure that your residence is held at a consistent height and level throughout the process, allowing us to deliver the quality repairs and workmanship that are necessary.

48. The J & N Elevation Website states, “Our company was first established in 1995 by James Larson [sic], whose team of highly qualified construction professionals have provided quality workmanship and reliability for the last two decades.”

D. Home Improvement Contractor, Home Elevation, and New Home Builder Registrations:

49. On or about November 28, 2012, J & N Construction and Roofing submitted to the Division a Home Improvement Contractor Application for Initial Registration (“HIC Registration Application”) for registration with the Division as a home improvement contractor (“HIC”) in the State.

50. The HIC Registration Application listed Nicholas J. Cherami, Esq. as J & N Construction and Roofing’s registered agent with an address of 236A Newark Avenue, Jersey City, New Jersey 07302.

51. The HIC Registration Application listed Lawson as the owner, officer, director, and principal with a one hundred percent ownership interest in J & N Construction and Roofing.

52. On or about November 30, 2012, the Division registered J & N Construction and Roofing as an HIC and issued it registration number 13VH07058100 (“HIC Registration”).

53. J & N Construction and Roofing renewed its home improvement contractor registration on December 1, 2013 and March 5, 2015.

54. On July 2, 2013, after receiving notification from J & N Construction and Roofing's insurance company that its insurance had been cancelled due to non-payment, the Division's Home Improvement Contractor Registration Special Review Unit requested that J & N Construction and Roofing submit a current copy of its certificate of commercial general insurance as required to be maintained by N.J.S.A. 56:8-142.

55. J & N Construction and Roofing failed to submit the requested proof of insurance to the Division causing an Order of Summary Suspension to be issued on July 24, 2013, in which the Director ordered J & N Construction and Roofing's HIC Registration to engage in the business of making or selling home improvements in the State to be suspended.

56. On or about September 18, 2013, J & N Construction and Roofing provided documentation to the Division of commercial general liability insurance coverage as required by N.J.S.A. 56:8-142.

57. On September 26, 2013, the Order of Suspension of J & N Construction and Roofing's HIC Registration to engage in the business of making or selling home improvements in the State for failure to maintain insurance was vacated and its home improvement registration was reinstated.

58. On or about March 7, 2014, Defendants submitted to DCA a New Home Builder Registration Application ("New Home Builder Registration Application") for registration with DCA as a new home builder ("NHB") in the State.

59. On or about April 4, 2014, DCA registered Defendants under the name "Lawson Renovation LLC d/b/a J & N Construction LLC" as a NHB and issued it registration number 46643 ("NHB Registration").

60. The New Home Builder Registration Application listed J & N Construction and Roofing's existing HIC Registration number 13VH07058100.

61. The New Home Builder Registration Application also provided the corporate registration papers for Lawson Renovation J&N Construction LLC.

62. The New Home Builder Registration Application listed Lawson as the registered agent with an address of 41 W. Granada Drive, Brick, New Jersey 08723.

63. The New Home Builder Registration Application listed Lawson as the owner with a one hundred percent ownership interest in the business.

64. Lawson Renovation LLC d/b/a J & N Construction LLC's New Home Builder Registration was suspended on April 21, 2014 and subsequently reinstated on September 15, 2015.

65. Lawson Renovation LLC d/b/a J & N Construction LLC renewed its NHB Registration on April 25, 2016 under the name "Lawson Renovation J & N Construction LLC."

66. Lawson Renovation J & N Construction LLC's New Home Builder Registration is currently active.

67. On or about March 24, 2015, J & N Construction and Roofing, J & N Construction and Elevation, and Lawson submitted to the Division a Home Elevation Contractor Application for Initial Registration ("HEC Registration Application") for registration with the Division as a home elevation contractor ("HEC") in the State.

68. The HEC Registration Application provided J & N Construction and Roofing's existing HIC Registration number 13VH07058100.

69. The HEC Registration also provided the corporate registration papers for both J & N Construction and Roofing and J & N Construction and Elevation.

70. The HEC Registration Application listed Lawson as the registered agent with an address of 41 W. Granada Drive, Brick, New Jersey 08723.

71. The HEC Registration Application listed Lawson as the owner, officer, director, and principal with a one hundred percent ownership interest in the business.

72. On or about August 2, 2016, J & N Construction and Roofing, J & N Construction and Elevation, and Lawson's commercial general liability insurance coverage in the minimum amount of \$500,000 per occurrence, as required by N.J.S.A. 56:8-142 for home improvement contractors, expired for the second time since 2013.

73. On or about August 2, 2016, J & N Construction and Roofing, J & N Construction and Elevation, and Lawson's commercial general liability insurance coverage in the minimum amount of \$1,000,000 per occurrence, as required by N.J.S.A. 56:8-142 and N.J.A.C. 13:45A-17A.11(b)(1)(iv) for home elevation contractors, was cancelled.

74. On or about August 2, 2016, J & N Construction and Roofing, J & N Construction and Elevation, and Lawson's riggers or care custody or control insurance coverage in the minimum amount of \$500,000 per occurrence with a minimum aggregate in the amount of \$2,000,000, as required by N.J.S.A. 56:8-142 and N.J.A.C. 13:45A-17A.11(b)(1)(ii) for home elevation contractors, was cancelled.

75. On August 8, 2016, after receiving notification from J & N Construction and Roofing, J & N Construction and Elevation, and Lawson's insurance company that their insurance had been cancelled, the Division's Home Improvement Contractor Registration Special Review Unit requested that Lawson submit a current copy of the certificate of commercial general insurance and proof of riggers or care custody or control insurance.

76. Lawson failed to submit the requested proofs of insurance to the Division and on September 23, 2016 the Director, through an Order of Summary Suspension, ordered J & N Construction and Roofing, J & N Construction and Elevation, and Lawson's HIC and HEC Registrations to engage in the business of making or selling home improvements and home elevation services in the State to be suspended.

77. On November 17, 2016, after receiving documentation from Lawson indicating compliance with N.J.S.A. 56:8-142 as to the HIC insurance, the Division issued an Order Vacating the 2016 Order of Summary Suspension with regard to the HIC Registration only. J & N Construction and Roofing, J & N Construction and Elevation, and Lawson's HEC Registration is still suspended.

78. J & N Construction and Roofing, J & N Construction and Elevation, and Lawson engaged in at least two (2) consumer projects while not carrying commercial general liability insurance or riggers or care custody or control insurance coverage. Work done by J & N Construction and Roofing, J & N Construction and Elevation, and Lawson during this period included carpentry framing, window installation, masonry work, and plumbing, as well as the raising of one (1) consumer's home during a home elevation project. J & N Construction and Roofing, J & N Construction and Elevation, and Lawson also accepted a consumer payment of \$33,600 during this time period.

E. Defendants' Business Practices Generally:

79. At all relevant times, Defendants utilized contracts for Construction Services ("Lawson Contracts") that did not include: (a) an address of the sales representative or agent who solicited or negotiated the contracts for Defendants; (b) the registration number of the contractor; (c) the dates or time period on or within which the work is to begin and be completed by Defendants; (d)

the terms and conditions affecting contract price, including the cost of materials and the hourly rate for labor; (e) a statement of any guarantee or warranty with respect to any products, materials, labor or services made by Defendants; (f) "Notice to Consumer" cancellation language; and (g) the toll-free telephone number provided by the Director of the Division for consumers making inquiries concerning home improvement contractors. Upon information and belief, Defendants did not otherwise initially provide this information to consumers who entered into Lawson Contracts.

80. At varying times, Defendants provided consumers with Lawson Contracts that did not include a description of the principal products and materials to be used or installed in performance of the contract and a copy of the contract's certificate of commercial general liability insurance.

81. At all relevant times, Defendants failed to begin and/or complete the Construction Services as specified in the Lawson Contract.

82. At varying times, Defendants accepted consumer payments, requiring significant initial payments, which included RREM funds, and commenced Construction Services, only to abandon the project and not return to the consumers' homes for days, weeks, months, or at all.

83. On at least one (1) occasion, J & N Construction and Roofing, J & N Construction and Elevation, and Lawson entered into a Lawson Contract with a consumer, accepted a deposit, which included LMI funds, and performed no work on the consumer's home.

84. On at least one (1) occasion, Lawson Renovation J & N Construction and Lawson entered into a Lawson Contract with a consumer, accepted a deposit, asked for and received additional payments from the consumer to lock in prices for materials for the upcoming year, and performed no work on the project.

85. On at least one (1) occasion, J & N Construction and Roofing, J & N Construction and Elevation, and Lawson's work on a senior consumer's home elevation project failed to pass

inspection, which caused delays of at least two (2) months. This delay added to the time the consumer was displaced and unable to live in his home.

86. On at least one (1) occasion, J & N Construction and Roofing, J & N Construction and Elevation, and Lawson received a \$10,000 payment from a consumer based on their promise to complete a home elevation project within two (2) weeks. J & N Construction and Roofing, J & N Construction and Elevation, and Lawson subsequently worked only one day on the job site after the payment was made and did not finish the project.

87. At varying times, consumers asked for full refunds of their payments for Construction Services not commenced, however Defendants provided no refunds.

88. At varying times, J & N Construction and Roofing, J & N Construction and Elevation, and Lawson's failure to complete projects has displaced consumers from their homes. In at least two (2) cases, the displaced consumers are senior citizens who are still not able to live in their homes due to J & N Construction and Roofing, J & N Construction and Elevation, and Lawson's failure to complete contracted-for Construction Services.

89. At varying times, Defendants failed to give notice to consumers regarding delays in Construction Services.

90. At varying times, J & N Construction and Roofing, J & N Construction and Elevation, and Lawson failed to respond to consumers' calls and/or texts inquiring into when J & N Construction and Roofing, J & N Construction and Elevation, and Lawson would commence and/or continue Construction Services.

91. At varying times, Defendants failed to file and/or obtain the proper building and construction permits.

92. On at least one (1) occasion, J & N Construction and Roofing, J & N Construction and Elevation, and Lawson caused damage to a consumer's home while performing Construction Services and then failed to fix or compensate the consumer for the damage including, but not limited to, damage to a dining room floor and damage to driveway pavers from J & N Construction and Roofing, J & N Construction and Elevation, and Lawson's equipment.

93. On at least one (1) occasion, a Stop Construction Order was issued to a consumer and J & N Construction and Roofing due to J & N Construction and Roofing and Lawson's defective installation of a foundation on a home elevation project. No work has since been completed on the home.

94. On at least three (3) separate occasions, a Stop Construction Order was issued to J & N Construction and Roofing, J & N Construction and Elevation, and Lawson due to the commencement of Construction Services, including home elevations, without obtaining the required permits. Notices and Orders of Penalty in the amount of \$2,000 were issued to consumers and J & N Construction and Roofing, J & N Construction and Elevation, and Lawson in each situation.

95. On at least one (1) occasion, a Stop Construction Order was issued to a J & N Construction and Roofing, J & N Construction and Elevation, and Lawson due to their failure to obtain a permit for Construction Services from the municipality. J & N Construction and Roofing, J & N Construction and Elevation, and Lawson represented to the consumers that they would pay the \$2,000 fine; however, J & N Construction and Roofing, J & N Construction and Elevation, and Lawson failed to pay the fine causing late penalties for non-payment of \$32,000 to accrue.

96. During at least two (2) separate consumer experiences, each consumer had to request two (2) project deadline extensions from the RREM Program citing delays in obtaining the proper

permits. In at least one (1) case, the consumer's second request required a project extension of 365 days.

F. Defendant Jamie Lynn Lawson:

97. At all relevant times, Lawson executed contracts for Construction Services on behalf of Defendants.

98. At all relevant times, Lawson was responsible for supervising the Construction Services for which consumers contracted with Defendants.

99. Lawson communicated with consumers via text message, among other things, pertaining to project statuses.

100. On at least one (1) occasion, Lawson told consumers to use his preferred architect over another architect because the preferred architect would be faster; however, no plans were submitted for permit approval even after a consumer repeatedly asked Lawson about the status of the plans.

101. On at least one (1) occasion, Lawson rejected using an elderly consumer's survey and blueprints telling the consumer that the drawings were not sufficient, and that Lawson would have to revise the drawings in order to complete the project more quickly. However, Lawson never submitted new plans to the municipality for permit approval, even though Lawson informed the consumer on two (2) occasions that he had done so.

102. On at least one (1) occasion, Lawson represented to a consumer that a permit application had been filed with the municipality; however, the consumer later discovered Lawson never submitted an application to the municipality.

103. On at least one (1) occasion, Lawson asked for additional money from a consumer without performing any work on the consumer's home elevation project.

104. On at least one (1) occasion, Lawson requested \$35,000 from a consumer to order materials at the same time he was ordering materials for other jobs so that he could obtain a “bulk price” for the materials. These materials were to be stored at a location by Lawson; however, Lawson never installed these materials nor did the consumer take possession of the materials.

105. On at least one (1) occasion, Lawson asked for additional money from a consumer promising in return to complete Construction Services in forty five (45) days. However, the project was never completed after payment was given to Lawson.

106. On at least one (1) occasion, Lawson represented that Defendants would provide consumers with a \$20,000 discount on the contract price because the consumers did not receive a full RREM grant, but then, after contract execution, Lawson told the consumers that they would have to “call in favors” in return for the discount.

107. At varying times, Lawson endorsed consumer checks made out to J & N Construction and Roofing.

108. On at least one (1) occasion, after J & N Construction and Roofing, J & N Construction and Elevation, and Lawson’s HIC and HEC Registrations were suspended, Lawson asked a consumer to formally change the recorded contractor for the consumer’s project from Lawson to the consumer so that Lawson could continue work on the consumer’s project. The consumer refused to do this after considering that J & N Construction and Roofing, J & N Construction and Elevation, and Lawson’s HIC and HEC Registrations were suspended and after being advised by a RREM project manager that J & N Construction and Roofing, J & N Construction and Elevation, and Lawson were not allowed to work on Sandy Recovery Projects.

109. On at least one (1) occasion, Lawson represented to a consumer that he would pay the fine issued for a Stop Work Order from a municipality; however, Lawson never paid the fine making Lawson and the consumer liable for an increased fine due to non-payment.

110. At all relevant times, the J & N Main Website displayed an “About Us” page which provided the following with regard to Lawson:

J & N Construction and Elevation was established in 1995 by James Lawson, and his team of highly qualified construction professionals. For over 17 years we have been dedicated to our customers, providing them with high quality work, reliability and professionalism. We offer a full range of turn key recovery services including new home construction and rebuilding, remodeling, home demolition, framing, new foundations, house lifting, and the handling of insurance claims, to name a few services. We understand homeowners often feel vulnerable and overwhelmed after a disaster occurs, and we are here to help. We offer free estimates and proudly serve New Jersey, North Carolina, South Carolina, Florida, Texas, and Oklahoma. Let us help you rebuild a promising new future for you and your family.

111. At all relevant times, reference to Lawson on the J & N Flood Restoration Website stated, “James Lawson founded J & N Construction and Elevation in 1995. He started the business in Myrtle Beach, South Carolina where he then moved his business to New Jersey.”

112. At all relevant times, the J & N Elevation Website referred to Lawson stating, “Our company was first established in 1995 by James Larson [sic], whose team of highly qualified construction professionals have provided quality workmanship and reliability for the last two decades.”

COUNT I

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

113. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 112 above as if more fully set forth herein.

114. 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...

115. 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).

116. 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 Construction Services.

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

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

- a. Entering into Lawson Contracts, accepting consumer payments and/or RREM funds and then failing to begin or complete Construction Services;
- b. Failing to provide timely written notice for any delay in the performance of the Construction Services;

- c. Accepting consumer payments and/or RREM funds and then commencing Construction Services, only to abandon the project and fail to return to the consumer's home for days, weeks, months, or at all;
- d. Failing to respond to consumers' calls and/or texts inquiring when Defendants would commence, continue and/or complete the Construction Services;
- e. Accepting additional consumer payments, which at times included RREM funds, on the promise of completing projects only to fail to complete them;
- f. Failing to apply for the necessary building and construction permits and misleadingly informing consumers on the status of submitted permit applications;
- g. Failing to pay fines associated with Stop Work Orders after failing to secure the proper permits for Construction Services, resulting in increased penalties on consumer properties;
- h. Failing to advise consumers, whether through the Lawson Contracts or otherwise, of the dates or time period on or within which the home improvement projects are to be completed;
- i. Causing damage to a consumer's home while performing Construction Services and then failing to fix or compensate the consumer for the damage including, but not limited to, damage to a dining room floor and damage to driveway pavers from Defendants' equipment.
- j. Operating without the requisite commercial general liability insurance and/or riggers or care custody or control insurance coverage; and/or
- k. Attempting to operate with suspended Home Improvement and Home Elevation registrations.

119. 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, MISREPRESENTATIONS)

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

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

- a. Misrepresenting to a consumer that an additional payment was needed after accepting a deposit to lock in prices for materials for the upcoming year but then failing to perform any work on the project;
- b. Misrepresenting that Defendants wanted to obtain a discount for a consumer by requesting a \$35,000 payment to order materials at a "bulk price" but then never installing or delivering those materials to the consumers;
- c. Misrepresenting that Defendants would provide consumers with a \$20,000 discount on the contract price because the consumers did not receive a full RREM grant, but then after contract execution telling the consumers that they would have to "call in favors" in return for the discount;
- d. Making a false promise that Defendants would complete a consumer's project within two (2) weeks in exchange for an additional \$10,000 payment;
- e. Misrepresenting that Defendants' preferred architect would be faster than other architects proposed by consumers even though Defendants never obtained completed architectural plans for permit approval;
- f. Misrepresenting to consumers that building and construction permit applications were filed;
- g. Misrepresenting to consumers that Stop Work Order fines would be paid by Defendants;
- h. Representing on the J & N Main Website that Defendants offer elevation services and are fully licensed and insured for such services, when such is not the case;

- i. Representing on the J & N Main Website and the J & N Flood Restoration Website that Defendants guarantee all services and customer satisfaction, when such is not the case;
- j. Representing on the J & N Main Website and the J & N Flood Restoration Website that Defendants offer “quick turnaround” and “turn key restoration,” when such was not the case;
- k. Representing on the J & N Main Website and the J & N Flood Restoration Website that Defendants “earned an A+ rating with the Better Business Bureau,” when such is not the case; and/or
- l. Representing on the J & N Elevation Website that Defendants have provided quality workmanship and reliability for the last two decades,” when such is not the case.

122. 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 J & N CONSTRUCTION AND ROOFING, J & N CONSTRUCTION AND ELEVATION, AND LAWSON

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

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

125. At all relevant times, J & N Construction and Roofing, J & N Construction and Elevation, and Lawson have been “Contractor[s]” within the definition of the Contractors’ Registration Act, N.J.S.A. 56:8-137.

126. At all relevant times, J & N Construction and Roofing, J & N Construction and Elevation, and Lawson have offered to perform and performed “Home Improvement[s]” within the definition of the Contractors’ Registration Act, N.J.S.A. 56:8-137.

127. At all relevant times, J & N Construction and Roofing, J & N Construction and Elevation, and Lawson have entered into “Home Improvement Contract[s]” within the definition of the Contractors’ Registration Act, N.J.S.A. 56:8-137.

128. 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 provisions of this act.

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

129. At all relevant times, J & N Construction and Roofing, J & N Construction and Elevation, and Lawson were not exempt from the Contractors’ Registration Act, pursuant to N.J.S.A. 56:8-140.

130. The Contractors’ Registration Act requires that home improvement contractors 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).]

131. 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).]

132. 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.

133. 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).]

134. 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:

...

(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)(2).]

135. 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).]

136. J & N Construction and Roofing, J & N Construction and Elevation, and Lawson have engaged in conduct in violation of the Contractors' Registration Act including, but not limited to, the following:

a. Offering to perform, engaging, or attempting to engage in the business of making or selling home improvements with a suspended HIC license (N.J.S.A. 56:8-138(a));

b. Failing to include registration numbers on advertisements (J & N Websites) and contracts (N.J.S.A. 56:8-144(a));

- c. Failing to include on invoices, 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));
- d. 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
- e. Failing to include the "Notice to Consumer" required cancellation language in home improvement contracts (N.J.S.A. 56:8-151(b)).

137. J & N Construction and Roofing, J & N Construction and Elevation, and Lawson's 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 J & N CONSTRUCTION AND ROOFING, J & N CONSTRUCTION AND ELEVATION, AND LAWSON

138. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 137 above as if more fully set forth herein.

139. 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.

140. At all relevant times, J & N Construction and Roofing, J & N Construction and Elevation, and Lawson 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.

141. At all relevant times, J & N Construction and Roofing, J & N Construction and Elevation, and Lawson have performed "Home Improvement[s]" within the definition of the Contractor Registration Regulations, N.J.A.C. 13:45A-17.2.

142. At all relevant times, J & N Construction and Roofing, J & N Construction and Elevation, and Lawson have “advertise[d]” home improvements within the meaning of the Contractor Registration Regulations, N.J.A.C. 13:45A-17.2.

143. At all relevant times, J & N Construction and Roofing, J & N Construction and Elevation, and Lawson have entered into “Home Improvement Contract[s]” within the definition of the Contractor Registration Regulations, N.J.A.C. 13:45A-17.2.

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

(a) 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)(1).]

145. At all relevant times, J & N Construction and Roofing, J & N Construction and Elevation, and Lawson were not exempt from the Division’s contractor registration requirements.

146. 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 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 (b) of N.J.S.A. 56:8-149 and 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-17.11(d)(2), (f).]

147. 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.]

148. J & N Construction and Roofing, J & N Construction and Elevation, and Lawson have engaged in conduct in violation of the Contractor Registration Regulations including, but not limited to, the following:

- a. Offering to perform, engaging, or attempting to engage in the business of making or selling home improvements with a suspended HIC license (N.J.A.C. 13:45A-17.3(a)(1));
- b. Failing to include registration numbers on all advertisements (J & N Websites), contracts, and consumer correspondence (N.J.A.C. 13:45A-17.11(d)(2));
- c. 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
- d. 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 a copy of the certificate of commercial general liability insurance; failing to include the “Notice to Consumer” required cancellation language) (N.J.A.C. 13:45A-17.13).

149. J & N Construction and Roofing, J & N Construction and Elevation, and Lawson’s 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
REGULATIONS BY DEFENDANTS J & N CONSTRUCTION
AND ROOFING, J & N CONSTRUCTION AND ELEVATION, AND LAWSON

150. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 149 above as if more fully set forth herein.

151. The Home Improvement Regulations, specifically, N.J.A.C. 13:45A-16.2, pertain to every Home Improvement Contractor.

152. 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.

.

6. Price and Financing:

- (i) Misrepresent to a prospective buyer that an introductory, confidential, close-out, going out of business, factory, wholesale, or any other special price or discount is being given, or that any other concession is made because of a market survey or test, use of materials left over from another job, or any other reason;
- (ii) Misrepresent that any person, firm or organization, whether or not connected with the seller, is especially interested in seeing that the prospective buyer gets a bargain, special price, discount or any other benefit or concession;

. . .

- (vii) Mislead the prospective buyer into believing that the down payment or any other sum constitutes the full amount the buyer will be obligated to pay;

.

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.

....

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 construction permits have been issued as required under state laws or local ordinances;

....

11. Guarantees or warranties:

- (i) The seller shall furnish the buyer a written copy of all guarantees or warranties made with respect to labor services, products or materials furnished in connection with home improvements. Such guarantees or warranties shall be specific, clear and definite and shall include any exclusions or limitations as to their scope or duration. Copies of all guarantees or warranties shall be furnished to the buyer at the time the seller presents his bid as well as at the time of execution of the contract, except that separate guarantees or warranties of the manufacturer of products or materials may be furnished at the time such products or materials are installed;

....

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:

- (i) The legal name and business address of the seller, including the legal name and business address of the sales representative or agent who solicited or negotiated the contract for the seller;

...

- (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)(6)(ii, vii), (7)(ii-iii), (10)(i), (11)(i), (12)(i, iv).]

153. J & N Construction and Roofing, J & N Construction and Elevation, and Lawson violated the Home Improvement Regulations by engaging in certain conduct including, but not limited to the following:

- a. Representing that J & N Construction and Roofing, J & N Construction and Elevation, and Lawson wanted to obtain a discount for a consumer by requesting a \$35,000 payment to order materials at a “bulk price” but then never installing or delivering those materials to the consumers (N.J.A.C. 13:45A-16.2(a)(6)(i));
- b. Representing that J & N Construction and Roofing, J & N Construction and Elevation, and Lawson would provide consumers with a \$20,000 discount on the contract price because the consumers did not receive a full RREM grant, but then after contract execution telling the consumers that they would have to “call in favors” in return for the discount (N.J.A.C. 13:45A-16.2(a)(6)(ii));
- c. Misleading consumers into believing that any advanced payments constituted the full amount the consumer would be obligated to pay (N.J.A.C. 13:45A-16.2(a)(6)(vii));

- d. Failing to begin or complete work on the date or within the time period specified in the home improvement contract (N.J.A.C. 13:45A-16.2(a)(7)(ii));
- e. Failing to give timely written notice to the consumer of reasons for any delay in performance, and when the work will begin or be completed (N.J.A.C. 13:45A-16.2(a)(7)(iii));
- f. Failing to obtain the necessary building and construction permits (N.J.A.C. 13:45A-16.2(10)(i));
- g. Failing to include in Lawson Contracts a written copy of all guarantees or warranties made with respect to Construction Services at the time J & N Construction and Roofing, J & N Construction and Elevation, and Lawson presented their bids as well as at the time of execution of the contract (N.J.A.C. 13:45A-16.2(11)(i));
- h. Failing to include in Lawson Contracts the legal name and business address of the sales representative who solicited or negotiated the contract (N.J.A.C. 13:45A-16.2(a)(12)(i)); and
- i. Failing to include in Lawson Contracts the dates or time period on or within which the home improvement projects were to be completed by the seller (N.J.A.C. 13:45A-16.2(a)(12)(iv)).

154. J & N Construction and Roofing, J & N Construction and Elevation, and Lawson's 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

VIOLATION OF THE HOME ELEVATION REGULATIONS BY DEFENDANTS J & N CONSTRUCTION AND ROOFING, J & N CONSTRUCTION AND ELEVATION, AND LAWSON

155. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 154 above as if more fully set forth herein.

156. The Home Elevation Regulations, specifically N.J.A.C. 13:45A-17A.3(a), provide that:

On or after October 1, 2014, no person shall engage in the business of making or selling home elevations in this State unless registered with the Division in accordance with this subchapter, except as provided in (a)1 below:

157. The exceptions provided in N.J.A.C. 13:45A-17A.3(a)1 do not apply to J & N Construction and Roofing, J & N Construction and Elevation, or Lawson.

158. The Home Elevation Regulations, specifically, N.J.A.C. 13:45A-17A.10, 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).]

159. The Home Elevation Regulations contain the same requirements concerning written contracts, as in the Contractor's Registration Regulations. 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.

160. J & N Construction and Roofing, J & N Construction and Elevation, and Lawson have engaged in conduct in violation of the Home Elevation Regulations including, but not limited to:

- a. Offering to perform, engaging, or attempting to engage in the business of making or selling home elevations with a suspended HEC license (N.J.A.C. 13:45A-17A.3(a));
- b. Failing to include on all advertisements, business documents, and contracts the HEC registration number (N.J.S.A. 13:45A-17A.10(d)(2)); and
- c. Failing to include in home improvement contracts 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)).

161. J & N Construction and Roofing, J & N Construction and Elevation, and Lawson's conduct constitutes multiple violations of the Home Elevation Regulations, N.J.A.C. 13:45A-17A.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

162. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 161 above as if more fully set forth herein.

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

164. 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.]

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

- a. Representing on the J & N Main Website that Defendants are “experienced in getting families back on their feet and into a new home,” and “understand the devastation of losing your home and will work efficiently to get a new home built to fit your lifestyle and budget,” when such is not the case;
- b. Representing on the J & N Main Website that Lawson has been “dedicated to [his] customers, providing them with high quality work, reliability and professionalism,” and “offer[s] a full range of turn key recovery services,” when such is not the case;
- c. Representing on the J & N Flood Restoration Website that Defendants provide “all services guaranteed,” “quick turnaround,” and “turn key restoration,” when such is not the case;
- d. Representing on the J & N Main Website and the J & N Flood Restoration Website that Defendants provide customers with “the highest quality of services, hassle-free experience in rebuilding and restoring homes for 17 years, and has earned an A+ rating with the Better Business Bureau,” when such is not the case; and
- e. Representing on the J & N Elevation Website that “[J & N Construction] was first established in 1995 by James Larson [sic.], whose team of highly qualified construction professionals have provided quality workmanship and reliability for the last two decades,” when such is not the case.

166. Defendants’ conduct constitutes multiple violations of the Advertising Regulations, specifically N.J.A.C. 13:45A-9.2(a)9, each of which constitutes a per se violation of the CFA.

COUNT VIII

**VIOLATIONS OF THE CFA,
THE CONTRACTORS' REGISTRATION ACT,
THE CONTRACTORS' REGISTRATION REGULATIONS,
THE HOME IMPROVEMENT REGULATIONS, THE HOME ELEVATION
REGUALTIONS, AND/OR THE ADVERTISING REGULATIONS
BY DEFENDANT LAWSON**

167. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 166 above as if more fully set forth herein.

168. At all relevant times, Lawson has been an owner, officer, founder, member, manager, director, employee, servant, representative and/or agent of J & N Construction and Roofing, J & N Construction and Elevation, and Lawson Renovation J & N Construction, and has controlled, directed and/or participated in the management and operation of those entities, including the conduct alleged in this Complaint.

169. In that capacity, Lawson actively participated in J & N Construction and Roofing, J & N Construction and Elevation, and Lawson Renovation J & N Construction's management and operation as follows: advertised that he "started the business" and was the founder of the companies; signed contracts with consumers for Construction Services on behalf of the companies; supervised the contracted-for Construction Services; communicated with consumers via text message, among other things, pertaining to projects; filed permit and plan applications and/or misrepresented to consumers that permits were filed and/or obtained for home improvement projects; requested and received payment for performing or completing Construction Services then failed to perform or complete said Construction Services; requesting consumers to continue working with him while his home improvement and home elevation registrations were suspended; and endorsing consumer checks made out to J & N Construction and Roofing.

170. The conduct of Lawson makes him personally liable for the violations of the CFA, the Contractors' Registration Act, the Contractors' Registration Regulations, the Home Improvement Regulations, the Home Elevation Regulations, and/or the Advertising Regulations committed by J & N Construction and Roofing, J & N Construction and Elevation, and Lawson Renovation J & N Construction.

PRAYER FOR RELIEF

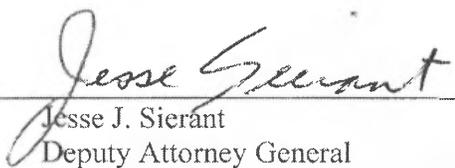
WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that the Court enter judgment against Defendants:

- (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., the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., the Home Elevation Regulations, N.J.A.C. 13:45A-17A.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 Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., the Home Elevation Regulations, N.J.A.C. 13:45A-17A.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 Construction Services within the State;
- (d) Permanently enjoining Defendants from the advertisement, offer for sale, sale and performance of Construction Services within the State;
- (e) Cancelling J & N Construction and Roofing, J & N Construction and Elevation, and Lawson Renovation J & N Construction's Certificates of Formation in the State;
- (f) Permanently revoking Defendants' HIC, HEC, and New Home Builders registrations;
- (g) Finding Lawson personally liable for the 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 Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., the Home Elevation Regulations, N.J.A.C. 13:45A-17A.1 et seq., and the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq. committed by J & N Construction and Roofing, J & N Construction and Elevation, and Lawson Renovation J & N Construction;

- (h) Directing 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;
- (i) Directing Defendants, jointly and severally, to disgorge to the New Jersey Department of Community Affairs, RREM Program funds unlawfully acquired or retained, as authorized by N.J.S.A. 56:8-8;
- (j) 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;
- (k) 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
- (l) Granting such other relief as the interests of justice may require.

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

By: 

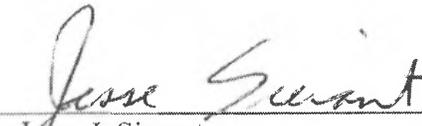
Jesse J. Sierant
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: February 16, 2017
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 Contractor Registration 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., the Home Elevation Regulations, N.J.A.C. 13:45A-17A.1 et seq., and 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 the Ocean County Prosecutor's Office has brought a criminal action against Defendant Lawson entitled, "The State of New Jersey v. Jamie L. Lawson, Indictment No. 16-12-2272 (Law Div. Dec. 14, 2016)," which includes, among other criminal counts, violations of the Contractors' Registration Act, N.J.S.A. 56:8-136 et seq. for unregistered home improvement contracting. 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.

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

By: 

Jesse J. Sierant
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: February 16, 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: 

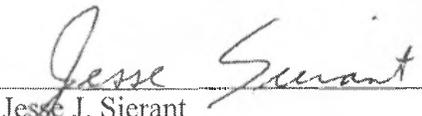
Jesse J. Sierant
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: February 16, 2017
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Deputy Attorney General Jesse J. Sierant 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: 
Jesse J. Sierant
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: February 16, 2017
Newark, New Jersey