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FILED & RECEIVED #1

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Deputy Attorney General  
[REDACTED]

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION, MIDDLESEX COUNTY  
DOCKET NO. MID-C-

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.

TITAN SHELTERS LIMITED LIABILITY  
COMPANY; ALFRED L. DEMOLA a/k/a AL  
DEMOLA, individually and as owner, officer,  
director, manager, employee, representative and/or  
agent of TITAN SHELTERS LIMITED LIABILITY  
COMPANY; JANE AND JOHN DOES 1-10,  
individually and as owners, officers, directors,  
shareholders, founders, managers, agents, servants,  
employees, representatives and/or independent  
contractors of TITAN SHELTERS LIMITED  
LIABILITY COMPANY; and XYZ  
CORPORATIONS 1-10,

Defendants.

C-40-15

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 Titan Shelters Limited Liability Company (“Titan Shelters”), and Alfred L. Demola a/k/a Al Demola (“Demola”) (collectively “Defendants”) were engaged in the advertisement, offering for sale, and sale of merchandise and home improvements, particularly, subterranean survival shelters and survival products (collectively, “Survival Shelters and Products”), 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’ sale of Survival Shelters and Products have revealed multiple violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”), the Contractors’ Registration Act, N.J.S.A. 56:8-136 et seq., and the regulations promulgated thereunder, specifically the Regulations Governing Contractor Registration, N.J.A.C. 13:45A-17.1 et seq. (“Contractor Registration Regulations”), the Regulations Governing Home Improvement Practices, N.J.A.C. 13:45A-16.1 et seq. (“Home Improvement Regulations”), and the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 et seq. (“Advertising Regulations”), among other things, arising from Defendants’ failure to: (a) deliver the contracted-for merchandise; (b) perform the contracted-for home improvement work; (c) include required information in or with home improvement contracts; and (d) register as a home improvement contractor with the Division.

### **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, 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 Improvement Regulations, and the Advertising 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, 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. Venue is proper in Middlesex 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. On March 23, 2013, Titan Shelters was established as a Limited Liability Company in the State. Upon information and belief, and at all relevant times, Titan Shelters has maintained a business and mailing address of 69 South Main Street, Cranbury, New Jersey 08512 ("69 South Main Street"). At varying times, Titan Shelters has also maintained a principal business address of 16 Brainerd Drive, Cranbury, New Jersey 08512 ("16 Brainerd Drive"), which is a single family home.

6. Titan Shelters' registered agent in the State is Demola, who maintains a mailing address of 69 South Main Street.

7. At all relevant times, Demola has been an owner, Chief Executive Officer, President, Managing Member, and/or Member of Titan Shelters. At varying times, Demola has maintained a mailing address of 16 Brainerd Drive.

8. John and Jane Does 1 through 10 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, managers, agents, servants, employees, and/or

representatives of Titan Shelters 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.

9. XYZ Corporations 1 through 10 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:**

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

10. Upon information and belief, at least since March 2013, Defendants have been engaged in the advertisement, offering for sale, and sale of merchandise and home improvements in the State including, but not limited to, Survival Shelters and Products.

11. At varying times, Defendants have advertised through television commercials and an Internet website, namely, [www.titanshelters.com](http://www.titanshelters.com) ("Titan Shelters Website"). Such advertisements concerned, among other things, the manufacture, delivery and installation of Survival Shelters and Products.

**B. Defendants' Advertisement and Sale Of Survival Shelters and Products:**

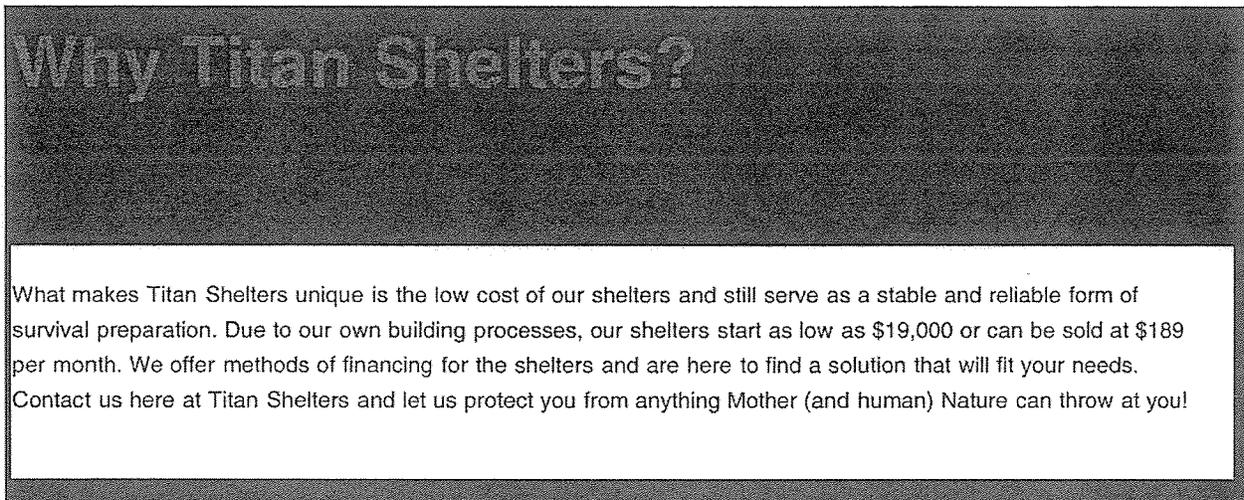
12. Since approximately December 22, 2014, the Titan Shelters Website has not been active or accessible.

13. Prior to December 22, 2014, the "About Us" section of the Titan Shelters Website provided as follows:

## ABOUT US

Titan Shelters is an underground survival and bomb shelter manufacturer based in Cranbury, New Jersey and serving all of the United States. We manufacture all sorts of survival shelters used to protect you and your family in case of a pandemic outbreak, civil unrest, malicious mobs, biological attacks, nuclear fallout, acts of terrorism or other such drastic events. We have shelters for your backyard or your private land. These subterranean chambers are specifically designed to handle the worst so you can be at your best.

14. Prior to December 22, 2014, the “Why Titan Shelters?” section of the Titan Shelters Website provided as follows:



15. Upon information and belief, Titan Shelters did not maintain a facility in Cranbury, New Jersey for the manufacture of the Survival Shelters and Products advertised, offered for sale and/or sold by Defendants.

16. At least in December 2013 and January 2014, Defendants advertised and offered for sale their Survival Shelters and Products in television commercials, which appeared in Virginia and West Virginia.

17. At varying times, after watching the television commercial, consumers contacted Defendants by telephone at “(888) 888-8564.”

18. At varying times, when consumers called Titan Shelters’ telephone number, they spoke with Demola.

19. At varying times, Demola prepared a written price quotation for the supply and installation of Survival Shelters and Products

20. On at least one occasion, Demola met with a consumer at the consumer’s office in West Virginia to discuss the design, manufacture and installation of a survival shelter.

21. On at least one occasion, Demola met with a consumer at the consumer’s home in Virginia, which resulted in the sale of a survival shelter to the consumer.

22. At varying times, Demola represented that Defendants would construct the survival shelters to the consumer’s specifications.

23. At varying times, Defendants represented to consumers that they would manufacture, deliver and install the Survival Shelters and Products.

24. On at least one occasion, Demola represented that he had every license and state certification required for the manufacture and installation of Survival Shelters and Products, as well as a FEMA certification and a special process for waterproofing.

25. Upon information and belief, neither Titan Shelters nor Demola were engaged in the manufacture of Survival Shelters and Products, among other things, at 16 Brainerd Drive or 69 South Main Street.

26. At no time have either Titan Shelters or Demola submitted a Home Improvement Contractor Application for Initial Registration (“HIC Registration Application”) to the New Jersey Division of Consumer Affairs (“Division”) individually and/or on behalf of Titan Shelters.

**C. Defendants' Home Improvement Contracts:**

27. In connection with their sale and installation of Survival Shelters and Products, Defendants, at varying times, provided to consumers a one-page invoice (“Titan Shelters Contract”) that bore the following heading:

Titan Shelters, LLC  
16 Brainerd Drive • Cranbury, NJ 08512  
888-888-8564  
[sales@titanshelters.com](mailto:sales@titanshelters.com) • [www.titanshelters.com](http://www.titanshelters.com)

28. The Titan Shelters Contract included, among other things: (a) the consumer’s name, address and telephone number; (b) the date; (c) payment terms, which might include the deposit, first payment, second payment and balance; (d) a cursory description of the Survival Shelters and Products to be provided; and (e) the total amount due.

29. At varying times, Demola orally provided consumers with a delivery date and/or installation date for the Survival Shelters and Products.

30. At varying times, the Titan Shelters Contract did not include: (a) the legal address of the business; (b) the signatures of both parties; (c) a description of the work to be done and the principal products and materials to be used or installed; (d) the terms and conditions affecting contract price, including the cost of materials and the hourly rate for labor; and (e) dates or time period for the commencement and/or completion of the home improvement work.

31. The Titan Shelters Contract did not include the “Notice to Consumer” required cancellation notice.

32. Defendants failed to provide consumers with a copy of their certificate of commercial general liability insurance, as well as the telephone number of the insurance company issuing the certificate.

**D. Consumer Payments and Defendants' Failure To Provide Survival Shelters and Products:**

33. At varying times, Defendants required up-front deposits that were a portion of the total sales price of the Survival Shelters and Products (e.g., deposit of \$25,000.00 for a purchase price of \$64,600.00).

34. At varying times, Defendants required a second deposit from consumers upon Defendants' representation that the floor had been installed in the survival shelter (e.g., second deposit of \$19,800.00 for a purchase price of \$64,600.00).

35. On at least two occasions, Demola directed consumers to speak with a loan officer at Admiral's Bank in Rhode Island in order to obtain financing to purchase their Survival Shelters and Products.

36. On at least one occasion, a consumer who obtained financing wired \$11,000.00 out of a \$16,200.00 purchase price to Demola's bank account as a deposit or first installment payment.

37. On another occasion, a consumer who obtained financing wired \$13,500.00 out of a \$21,000.00 purchase price to Demola's bank account as a deposit or first installment payment..

38. After receiving up-front deposits and/or installment payments from consumers, Defendants failed to deliver the contracted-for Survival Shelters and Products and/or perform the contracted-for home improvement work.

39. Defendants failed to begin or complete the installation of the Survival Shelters and Products on the date or within the time period orally represented by Demola.

40. At varying times, Demola represented to consumers that the delivery and/or installation of the Survival Shelters and Products would be delayed because of defects in a supplier's products that caused delays at Defendants' manufacturing facility—a facility that did not exist.

41. At varying times, Demola represented that the Survival Shelters and Products were being manufactured when such was not the case.

42. On at least one occasion, Demola, misrepresented to a consumer, in writing, that the floor had been installed in the survival shelter and, requested and obtained an additional installment payment of \$19,800.00 from the consumer.

43. At varying times, Defendants failed to provide consumers with timely written notice of any delay in the delivery and/or installation of the Survival Shelters and Products, as well as the dates or time periods within which such work would commence or be completed.

44. On at least one occasion, Demola misrepresented to a consumer that due to bad weather, the installation of the survival shelter would be delayed by one month, then contacted the consumer to advise of an additional two month delay, and ultimately failed to deliver and install the survival shelter.

45. At varying times, consumers attempted, without success, to contact Defendants by telephone regarding, among other things, the delay in delivery and/or installation of the Survival Shelters and Products.

46. At varying times, consumers attempted to contact Defendants by telephone, but discovered that Defendants' telephone numbers were disconnected.

47. On at least two occasions, Defendants failed to provide consumers with refunds after failing to deliver and/or install the contracted-for Survival Shelters and Products.

48. At least two consumers who Defendants directed towards financing with Admiral's Bank must repay those loans with interest, although they have not received the contracted-for Survival Shelters and Products.

COUNT I

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

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

50. 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 . . .

51. 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).

52. 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), specifically, Survival Shelters and Products.

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

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

- a. Advertising and/or offering for sale home improvement work in the State while not registered as a home improvement contractor with the Division;
- b. Conducting aggressive solicitation of consumers, among other things, by meeting them at their homes or offices;
- c. Failing to begin or complete home improvement work on the agreed upon

date or time period represented orally;

- d. Failing to provide timely written notice for any delay in the performance of home improvement work as well as dates or time periods within which the work would commence or be completed;
  - e. Failing to respond to consumer's telephone calls inquiring when the contracted-for home improvement work would commence;
  - f. Obtaining a second deposit of \$19,800.00 from a consumer for the installation of the floor of the survival shelter, when such work had not been done;
  - g. Directing consumers to obtain financing from Admiral's Bank and then requiring the consumers to wire significant funds to Demola as deposits or first installment payments;
  - h. Directing consumers to obtain financing from Admiral's Bank, which obligated the consumers to repay the loans with interest, even after Defendants failed to provide the contracted-for Survival Shelters and Products;
  - i. Accepting wired funds from consumers who obtained financing or other consumer payments and then failing to deliver and/or install the contracted-for Survival Shelters and Products;
  - j. Failing to deliver and/or install the contracted-for Survival Shelters and Products in a timely manner or at all;
  - k. Failing to perform any of the home improvement work specified in a consumer's Titan Shelters Contract;
  - l. Failing to deliver and install the contracted-for Survival Shelters and Products and then failing to provide refunds;
  - m. Refusing to issue a refund when so requested by a consumer after failing to deliver and/or install the contracted-for Survival Shelters and Products;
  - n. Failing to maintain functioning telephone numbers; and
  - o. Failing to respond to consumers' telephone calls, inquiries and/or complaints in a timely manner or at all.
55. 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 (DECEPTION, FALSE PROMISES, MISREPRESENTATIONS)

56. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 55 above as if more fully set forth herein.

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

- a. Representing that Defendants manufacture Survival Shelters and Products, when such is not the case;
- b. Representing that Defendants maintain a manufacturing facility at 16 Brainerd Drive, when such is a private residence;
- c. Representing to a consumer that an additional payment of \$19,800.00 was required due to the completion of the installation of the floor on the survival shelter, when such had not occurred;
- d. Representing to consumers that Survival Shelters and Products would be installed and/or delivered on an agreed upon date or time period, when such was not the case;
- e. Representing to a consumer that the installation and/or delivery of a survival shelter was delayed due to bad weather, when such delivery and installation was never to occur;
- f. Representing to a consumer that the installation and/or delivery of a survival shelter was delayed because defects in a supplier's products caused delays at Defendants' manufacturing facility—a facility that did not exist; and
- g. Representing that Defendants have all required licenses and State certifications for the installation of Survival Shelters and Products, when such was not the case (e.g., not registered as home improvement contractor with the Division).

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

COUNT III

VIOLATION OF THE CONTRACTORS'  
REGISTRATION ACT BY DEFENDANTS

59. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 58 above as if set forth more fully herein.

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

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

62. At all relevant times, Defendants have offered to perform "Home Improvement[s]" within the definition of the Contractors' Registration Act, N.J.S.A. 56:8-137.

63. 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).]

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

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

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

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

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

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

66. 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).]

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

- a. Advertising, offering for sale and/or offering to perform home improvement work without being registered by the Division as a home improvement contractor (N.J.S.A. 56:8-138(a));
- b. Failing to set forth the signatures of both parties to the home improvement contract (N.J.S.A. 56:8-151(a));
- c. Failing to include with home improvement contracts a copy of Defendants' certificate of commercial general liability insurance as well as the telephone number of the company issuing the certificate (N.J.S.A. 56:8-151(a)(2)); and
- d. Failing to include the "Notice to Consumer" required cancellation language in home improvement contracts (N.J.S.A. 56:8-151(b)).

68. 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

69. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 68 above as if more fully set forth herein.

70. The Contractor Registration Regulations, among other things, provide for procedures for the registration of home improvement contractors with the Division.

71. 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.

72. At all relevant times, Defendants have offered to perform "Home Improvement[s]" within the definition of the Contractor Registration Regulations, N.J.A.C. 13:45A-17.2.

73. 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.

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

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

1. No person shall engage in the business of making or selling home improvements in this State unless registered with the Division in accordance with this subchapter; and
2. No person shall advertise indicating that the person is a contractor in this State unless the person is registered with the Division in accordance with this subchapter.

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

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

76. 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.]

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

- a. Advertising, offering for sale and/or offering to perform home improvements in the State without being registered by the Division as a home improvement contractor (N.J.A.C. 13:45A-17.3(a)(1), (2)); and
- b. Entering into home improvement contracts that did not comply with the requirements of N.J.S.A. 56:8-151 (e.g., failing to set forth the signatures of both parties) (N.J.A.C. 13:45A-17.13).

78. 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**

79. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 78 above as if more fully set forth herein.

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

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

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

83. The Home Improvement Regulations prohibit certain practices with regard to the advertisement, offering for sale, sale and/or 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:

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

.....

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

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

- a. Failing to begin or complete work on the date or within the time period specified in the home improvement contract, or as otherwise represented (N.J.A.C.13:45A-16.2(a)(7)(ii));
- b. Failing 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 (N.J.A.C.13:45A-16.2(a)(7)(iii));
- c. Failing to include in home improvement contracts the signatures of all parties (N.J.A.C. 13:45A-16.2(a)(12));
- d. Failing to include in home improvement contracts a description of the work to be done and the principal products and materials to be used or installed in performance of the contract (N.J.A.C. 13:45A-16.2(a)(12)(ii));
- e. Failing to include in home improvement contracts a statement of the terms and conditions affecting the price of the contract, including cost of materials and hourly labor rate (N.J.A.C. 13:45A-16.2(a)(12)(iii));
- f. Failing to include in home improvement contracts the dates or time periods within which work is to be commenced (N.J.A.C. 13:45A-16.2(a)(12)(iv)); and
- g. Failing to include in home improvement contracts the dates or time periods within which work is to be completed (N.J.A.C. 13:45A-16.2(a)(12)(iv)).

85. 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

#### VIOLATION OF THE ADVERTISING REGULATIONS BY DEFENDANTS

86. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 85 above as if more fully set forth herein.

87. The Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., promulgated pursuant to the CFA, among other things, address advertising practices.

88. The Advertising Regulations define “Advertisement” as:

any attempt by an advertiser . . . to directly or indirectly induce the purchase or rental of merchandise at retail, appearing in any newspaper, magazine, periodical, catalog, circular, in-store or out-of-store sign or other written matter placed before the consuming public, or in any radio broadcast, television broadcast, electronic medium or delivered to or through any computer.

[N.J.S.A. 13:45A-9.1.]

89. Among other things, the Advertising Regulations prohibit certain advertising practices and provide, in pertinent 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).]

90. Defendants have engaged in conduct in violation of the Advertising Regulations including, but not limited to, the following:

- a. Representing to consumers on the Titan Shelters Website that Defendants manufacture and sell Survival Shelters and Products, when such is not the case (N.J.A.C. 13:45A-9.2(a)(9));
- b. Representing to consumers on the Titan Shelters Website that “Titan Shelters is an underground survival and bomb shelter manufacturer based in

Cranbury, New Jersey,” when such is not the case (N.J.A.C. 13:45A-9.2(a)(9));

- c. Representing to consumers on the Titan Shelters Website that Defendants’ survival shelters will “protect you and your family in case of a pandemic outbreak, civil unrest, malicious mobs, biological attacks, nuclear fallout, acts of terrorism or other such drastic events,” when Defendants have failed to deliver and/or install any such survival shelters (N.J.A.C. 13:45A-9.2(a)(9)); and
- d. Representing to consumers on the Titan Shelters Website that Defendants use their “own building processes” for Survival Shelters and Products, when such is not the case (N.J.A.C. 13:45A-9.2(a)(9)).

91. Defendants’ conduct constitutes multiple violations of the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., each of which constitutes a per se violation of the CFA, N.J.S.A. 56:8-1 et seq.

#### COUNT VII

#### **VIOLATIONS OF THE CFA, THE CONTRACTORS’ REGISTRATION ACT, THE CONTRACTOR REGISTRATION REGULATIONS, THE HOME IMPROVEMENT REGULATIONS, AND/OR THE ADVERTISING REGULATIONS BY DEMOLA**

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

93. At all relevant times, Demola has been the owner, Chief Executive Officer, President, Managing Member and/or Member of Titan Shelters, and has controlled, directed and/or participated in the management and operation of that entity, including the conduct alleged in this Complaint.

94. The conduct of Demola makes him personally liable for the violations of the CFA, the Contractors’ Registration Act, the Contractor Registration Regulations, the Home Improvement Regulations, and/or the Advertising Regulations committed by Titan Shelters.

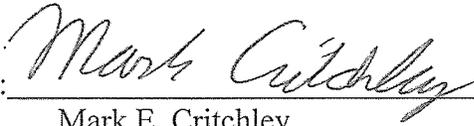
## PRAYER FOR RELIEF

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., and 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, members, 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., and the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq.; and 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 the advertisement, offer for sale, sale and/or performance of home improvements within the State;
- (d) Permanently enjoining Demola from owning, operating or otherwise managing any business or other entity in the State, whether registered with the Division or not, that advertises, offers for sale, sells and/or performs home improvements within the State, as authorized by the CFA, N.J.S.A. 56:8-8;
- (e) Cancelling the Certificate of Formation in the State of New Jersey for Titan Shelters Limited Liability Company, as authorized by the CFA, N.J.S.A. 56:8-8;
- (f) 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 the CFA, N.J.S.A. 56:8-8;

- (g) Assessing the maximum statutory civil penalties against Defendants, jointly and severally, for each and every violation of the CFA, in accordance with N.J.S.A. 56:8-13;
- (h) Directing the assessment of costs and fees, including attorneys' fees, against Defendants, jointly and severally, for the use of the State of New Jersey, as authorized by the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19; and
- (i) Granting such other relief as the interests of justice may require.

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

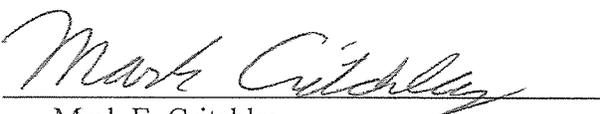
By:   
\_\_\_\_\_  
Mark E. Critchley  
Deputy Attorney General  
Consumer Fraud Prosecution Section

Dated: March 24, 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., the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 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 private contract and other actions have been brought against the Defendants, but have no direct information that any such actions involve consumer fraud allegations. I further certify, to the best of my information and belief, that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party who should be joined in this action at this time.

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

By:   
Mark E. Critchley  
Deputy Attorney General  
Consumer Fraud Prosecution

Dated: March 24, 2015  
Newark, New Jersey

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

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

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

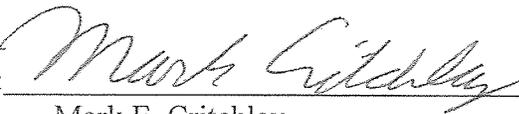
By:   
Mark E. Critchley  
Deputy Attorney General  
Consumer Fraud Prosecution Section

Dated: March 24, 2015  
Newark, New Jersey

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, Deputy Attorney General Mark E. Critchley 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:   
Mark E. Critchley  
Deputy Attorney General  
Consumer Fraud Prosecution Section

Dated: March 24, 2015  
Newark, New Jersey