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FILED

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Robert P. Contillo
P.J.Ch.

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

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

Plaintiffs,

v.

A. PIZZA CONTRACTING, LLC, AP BUILDING
& CONSTRUCTION, LLC a/k/a AP BUILDERS &
CONSTRUCTION, LLC; ANTHONY ANGELO
PIZZA, and JANE AND JOHN DOES 1-20,
individually and as owners, officers, directors,
shareholders, founders, members, managers,
employees, servants, agents, representatives and/or
independent contractors of A. PIZZA
CONTRACTING, LLC, AP BUILDING &
CONSTRUCTION, LLC a/k/a AP BUILDERS &
CONSTRUCTION; and XYZ CORPORATIONS 1-
20,

Defendants.

Civil Action

FINAL ORDER ON DEFAULT AS
TO DEFENDANTS A. PIZZA
CONTRACTING, LLC,
AP BUILDING &
CONSTRUCTION, LLC AND
ANTHONY ANGELO PIZZA

J069272-15

THIS MATTER was opened to the Court on the application of plaintiffs John J. Hoffman, Acting Attorney General of the State of New Jersey ("Attorney General"), and Steve C. Lee, Acting Director of the New Jersey Division of Consumer Affairs ("Director") (collectively, "Plaintiffs"), (by Cathleen O'Donnell, Deputy Attorney General, appearing), by way of a Complaint filed on October 14, 2014, alleging that A. Pizza Contracting, LLC, ("A. Pizza Contracting"), AP Building & Construction, LLC a/k/a AP Builders & Construction, LLC ("AP Building"), and Anthony Angelo Pizza ("A. Pizza") in his individual capacity (collectively, "Defendants") have, directly or through others, engaged in conduct in violation 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., the Regulations Governing Contractor Registration, N.J.A.C. 13:45A-17.1 et seq. ("Contractor Registration Regulations"), and the Regulations Governing Home Improvement Practices, N.J.A.C. 13:45A-16.1 et seq. ("Home Improvement Regulations"). A. Pizza Contracting, AP Building and A. Pizza failed to file Answers.

On December 9, 2014, the Court entered default against A. Pizza Contracting, AP Building and A. Pizza, pursuant to R. 4:43-1. Defendants have not moved to vacate the defaults entered against them.

THIS COURT NOW FINDS THAT:

A. The Court has jurisdiction over the subject matter of this action and over the named Defendants.

Based upon the evidence submitted by Plaintiffs, including the Certification of Investigator Jared O'Cone with accompanying exhibits, and the Certification of Deputy Attorney General Cathleen O'Donnell with accompanying exhibits, the Defendants have engaged in conduct which comprises five hundred seventy-one (571) violations of the CFA, the Contractors' Registration

Act, the Contractor Registration Regulations, and the Home Improvement Regulations, with the following breakdown: (a) Unconscionable Commercial Practices (N.J.S.A. 56:8-2) – two hundred eighty-six (286) violations total (A. Pizza and A. Pizza Contracting two hundred fifty-three (253), A. Pizza and AP Building thirty-three (33)); (b) False Promises and/or Misrepresentations (N.J.S.A. 56:8-2) – sixty-three (63) violations total (A. Pizza and A. Pizza Contracting fifty-two (52), A. Pizza and AP Building thirty-three (33)); (c) Contractors' Registration Act (N.J.S.A. 56:8-136 et seq.) – fifty-five (55) violations total (A. Pizza and A. Pizza Contracting forty-five (45), A. Pizza and AP Building ten (10)); (d) Contractor's Registration Regulations, (N.J.A.C. 13:45A-17.1 et seq.) – thirty-eight (38) violations total (A. Pizza and A. Pizza Contracting thirty-two (32), A. Pizza and AP Building six (6)); and (e) Home Improvement Regulations N.J.A.C. 13:45A-16.1 et seq.) – one hundred twenty-nine (129) violations total (A. Pizza and A. Pizza Contracting one hundred seventeen (117), A. Pizza and AP Building twelve (12)).

THEREFORE, IT IS on this 10 day of, April 2015:

1. **ORDERED** that the acts of Defendants constitute unconscionable commercial practices, deception and false promises and/or misrepresentations in violation of the CFA, N.J.S.A. 56:8-1 et seq., as well as violations of the Contractors' Registration Act, N.J.S.A. 56:8-136 et seq., the Contractor Registration Regulations, N.J.A.C. 13:45A-17.1 et seq., and the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq.;

2. **IT IS FURTHER ORDERED** that the 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, are permanently enjoined 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., as well as in violation of the

Contractors' Registration Act, N.J.S.A. 56:8-136 et seq., the Contractor Registration Regulations, N.J.A.C. 13:45A-17.1 et seq., and the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq.;

3. **IT IS FURTHER ORDERED** that, pursuant to the CFA, N.J.S.A. 56:8-8, the Defendants are permanently enjoined from owning, operating, or otherwise managing any business or other entity in the State, whether registered with the Division or not, that advertises, offers for sale, sells and/or performs HIC Services within the State;

4. **IT IS FURTHER ORDERED** that, pursuant to the CFA, N.J.S.A. 56:8-8, the Defendants are permanently enjoined from the advertisement, offer for sale, sale and performance of HIC Services within the State;

5. **IT IS FURTHER ORDERED** that, pursuant to the CFA, N.J.S.A. 56:8-8, the Certificates of Formation in the State for A. Pizza Contracting and AP Building are permanently canceled;

6. **IT IS FURTHER ORDERED** that, pursuant to the CFA, N.J.S.A. 56:8-8 the Defendants shall pay to Plaintiffs consumer restitution in the total amount of \$585,395.74 as follows: A. Pizza and A. Pizza Contracting - \$573,695.74; A. Pizza and AP Building - \$11,700.00. The funds paid by Defendants pursuant to this section of the Final Judgment by Default and Order ("Judgment and Order") shall be used for equitable relief including, but not limited to, consumer redress and any attendant expenses for the administration of any redress fund. If Plaintiffs determine, in their sole discretion, that redress to consumers is wholly or partially impracticable, any funds not so used shall be retained by the Division of Consumer Affairs in lieu of redress. Defendants shall have no right to contest the manner of distribution chosen by Plaintiffs. Plaintiffs in their sole discretion may use a designated agent to administer

consumer redress.

7. **IT IS FURTHER ORDERED** that, pursuant to the CFA, N.J.S.A. 56:8-13, Defendants, shall pay to the Division civil penalties in the total amount of \$5,710,000.00 as follows: \$4,990,000.00 as to A. Pizza and A. Pizza Contracting; and \$720,000.00 as to A. Pizza and AP Building.

8. **IT IS FURTHER ORDERED** that, pursuant to the CFA, N.J.S.A. 56:8-19, Defendants, jointly and severally, shall reimburse Plaintiffs for all attorneys' fees incurred in the prosecution of this action, in the total amount of \$35,257.50.

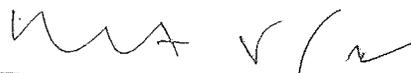
9. **IT IS FURTHER ORDERED** that, pursuant to the CFA, N.J.S.A. 56:8-11, Defendants, jointly and severally, shall reimburse Plaintiffs for their investigative costs, in the total amount of \$4,368.02.

10. **IT IS FURTHER ORDERED** that nothing contained in this Judgment and Order, including the Court's determinations herein, shall bind or affect the rights of any persons not a party hereto, or preclude actions against any unnamed parties.

11. **IT IS FURTHER ORDERED** that nothing contained in this Judgment and Order shall bind or affect any position which any party may take in future or unrelated actions.

12. **IT IS FURTHER ORDERED** that this Judgment and Order may be enforced only by Plaintiffs or Defendants or their successors hereto.

13. IT IS FURTHER ORDERED that this Court retains jurisdiction for the purpose of enabling Plaintiffs or Defendants to apply to this Court for any such further orders and directions as may be necessary and appropriate for the enforcement of, or compliance with, this Judgment and Order.



HON. ROBERT P. CONTILLO, P.J.CH.

In accordance with the required statement of R. 1:6-2(a), this motion was _____ opposed
 unopposed.

ORDERED THAT A COPY OF THIS ORDER
IS TO BE SERVED UPON ALL PARTIES
WITHIN SEVEN (7) DAYS OF THE DATE
HEREOF.