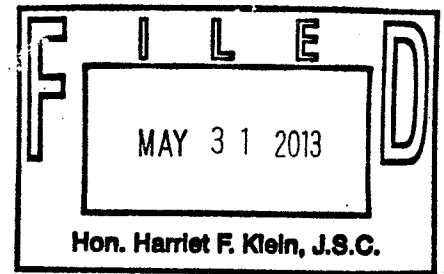


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By: Nicholas Kant
Deputy Attorney General

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, ESSEX COUNTY
DOCKET NO. ESX-C-23-11

JEFFREY S. CHIESA, Attorney General of the State of
New Jersey, and ERIC T. KANEFISKY, Acting Director of
the New Jersey Division of Consumer Affairs,

Plaintiffs,

v.

MITCHELL POLLER individually and d/b/a AMERICAN
DRAPERIES AND BLINDS, AMERICAN DRAPERY
AND BLIND COMPANY, COUNTRYWIDE
DRAPERIES AND BLINDS, COUNTRY WIDE
DRAPERIES AND BLINDS, AFFORDABLE
DRAPERIES AND BLINDS, AFFORDABLE DRAPERY
AND BLIND COMPANY and THE DRAPERY AND
BLIND 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
MITCHELL POLLER individually and d/b/a AMERICAN
DRAPERIES AND BLINDS, AMERICAN DRAPERY
AND BLIND COMPANY, COUNTRYWIDE
DRAPERIES AND BLINDS, COUNTRY WIDE
DRAPERIES AND BLINDS, AFFORDABLE
DRAPERIES AND BLINDS, AFFORDABLE DRAPERY
AND BLIND COMPANY and/or THE DRAPERY AND
BLIND COMPANY, and XYZ CORPORATIONS 1-10,

Defendants.

Civil Action

**FINAL JUDGMENT BY
DEFAULT AND ORDER**

THIS MATTER was opened to the Court on the application of plaintiffs Jeffrey S. Chiesa, Attorney General of the State of New Jersey ("Attorney General"), and Eric T. Kanefsky, Acting Director of the New Jersey Division of Consumer Affairs ("Director") (collectively, "Plaintiffs")¹, (by Nicholas Kant, Deputy Attorney General, appearing), by way of a Complaint filed on January 26, 2011, alleging that defendant Mitchell Poller individually and d/b/a American Draperies and Blinds, American Drapery and Blind Company, Countrywide Draperies and Blinds, Country Wide Draperies and Blinds, Affordable Draperies and Blinds, Affordable Drapery and Blind Company and The Drapery and Blind Company ("Defendant" or "Poller") has, 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"), the Regulations Governing Home Improvement Practices, N.J.A.C. 13:45A-16.1 et seq. ("Home Improvement Regulations"), and the Regulations Governing Delivery of Household Furniture and Furnishings, N.J.A.C. 13:45A-5.1 et seq. ("Furniture Regulations").

On June 6, 2011, Defendant filed an Answer to Complaint and Counterclaim for Fifty Million Dollars. On July 20, 2012, the Court entered an Order suppressing Defendant's Answer to Complaint With Prejudice and Dismissing Defendant's Counterclaim for Fifty Million Dollars With Prejudice. On August 22, 2012, default was entered against Defendant. Defendant has not moved to vacate the defaults entered against him.

¹ This action was commenced on behalf of Paula T. Dow, former Attorney General, and Thomas R. Calcagni, former Director. Pursuant to R. 4:34-4, the caption has been revised to reflect the current Attorney General and Acting Director.

THIS COURT NOW FINDS THAT:

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

B. Based upon all of the evidence submitted by Plaintiffs, including the Certification of Nicholas Kant with accompanying exhibits, and the Certification of Raquel Williams with accompanying exhibits, Defendant has engaged in conduct which comprises 460 violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, the Home Improvement Regulations, and the Furniture Regulations, with the following breakdown: (1) Unconscionable Commercial Practices (N.J.S.A. 56:8-2) – one hundred eighty-five (185) violations; (2) Deception, False Promises and Misrepresentations (N.J.S.A. 56:8-2) – fifty-two (52) violations; (3) Violation of the Contractors' Registration Act (N.J.S.A. 56:8-136 et seq.) – fifty-three (53) violations; (4) Contractor Registration Regulations (N.J.A.C. 13:45A-17.1 et seq.) – twenty-two (22) violations; (5) Home Improvement Regulations (N.J.A.C. 13:45A-16.1 et seq.) – forty-six (46) violations; and (6) Furniture Regulations (N.J.A.C. 13:45A-5.1 et seq.) – one hundred two (102) violations, *and for the reasons set forth on the record on this date,*
THEREFORE, IT IS on this 31ST day of May, 2013:

1. **ORDERED** that the acts and omissions of Defendant constitute unconscionable commercial practices, false promises and/or misrepresentations, in violation of the CFA, N.J.S.A. 56:8-2; 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., the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., and the Furniture Regulations, N.J.A.C. 13:45A-5.1 et seq.

2. **IT IS FURTHER ORDERED** that Defendant and his owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, independent contractors, attorneys, corporations, subsidiaries, affiliates, successors, assigns and all other persons or entities directly under his control or under common control with him and all other persons or entities in active concert or participation with him 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., 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 Furniture Regulations, N.J.A.C. 13:45A-5.1 et seq.

3. **IT IS FURTHER ORDERED** that, pursuant to the CFA, N.J.S.A. 56:8-8, Defendant and his owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, independent contractors, attorneys, corporations, subsidiaries, affiliates, successors, assigns and all other persons or entities directly under his control or under common control with him and all other persons or entities in active concert or participation with him are permanently enjoined from performing home improvements in the State of New Jersey ("State") unless and until registered as a home improvement contractor.

4. **IT IS FURTHER ORDERED** that, pursuant to the CFA, N.J.S.A. 56:8-8 Defendant shall pay to Plaintiffs consumer restitution in the total amount of \$ 13,800.54. The funds paid by Defendant 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 ("Division") in lieu of redress. Defendant 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.

5. **IT IS FURTHER ORDERED** that, pursuant to the CFA, N.J.S.A. 56:8-13, Defendant shall pay to the Division civil penalties in the total amount of \$ 340,000.

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

7. **IT IS FURTHER ORDERED** that, pursuant to the CFA, N.J.S.A. 56:8-11, Defendant shall reimburse Plaintiffs for their investigative costs, in the total amount of \$ _____.

8. **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.

9. **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.

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

11. **IT IS FURTHER ORDERED** that this Court retains jurisdiction for the purpose of enabling Plaintiffs or Defendant 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.

**A COPY OF THIS ORDER SHALL
BE SERVED UPON ALL PARTIES
WITHIN 7 DAYS FROM
THIS DATE ~~HERE~~ OF RECEIPT.**


HON. HARRIET S. KLEIN, J.S.C.

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

Any award of attorney's fees and costs is deferred pending the filing of an affidavit of services in compliance with R. 4:42-9(b), within 20 days of this date. If the court determines to award a reasonable fee in its discretion, that shall be the subject of a separate order, to supplement this judgment.