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SUPERIOR COURT BERGEN COUNTY
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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, BERGEN COUNTY
DOCKET NO. BER-C-219-14

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.

J&L MIRROR GLASS & CONST. CORP. a/k/a J&L MIRROR and GLASS; ITS ALL GLASS CORPORATION d/b/a ALL GLASS SERVICES; GLASS DYNAMIX CORPORATION a/k/a DYNAMIX; JOEL TOBIA a/k/a JOEL R. TOBIA a/k/a J.R. TOBIA individually and as owner, officer, director, manager, employee, representative and/or agent of J&L MIRROR GLASS & CONST. CORP., ITS ALL GLASS CORPORATION, GLASS DYNAMIX; EVELYN PEREZ a/k/a E. PEREZ individually and as owner, officer, director, manager, employee, representative and/or agent of J&L MIRROR GLASS & CONST. CORP., and GLASS DYNAMIX CORPORATION; JANE AND JOHN DOES 1-20, individually and as owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors of J&L MIRROR GLASS & CONST. CORP. ITS ALL GLASS CORPORATION, and/or GLASS DYNAMIX CORPORATION; and XYZ CORPORATIONS 1-20,

Defendants.

Civil Action

COMPLAINT

Plaintiffs John J. Hoffman, Acting Attorney General of the State of New Jersey (“Attorney General”), with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey, and Steve C. Lee, Acting Director of the New Jersey Division of Consumer Affairs (“Director”), with offices located at 124 Halsey Street, Seventh Floor, Newark, New Jersey, by way of Complaint state:

PRELIMINARY STATEMENT

1. At all relevant times, defendants J&L Mirror Glass & Const. Corp. a/k/a J&L Mirror and Glass (“J&L Mirror”), Its All Glass Corporation d/b/a All Glass Services (“Its All Glass”), Glass Dynamix Corporation a/k/a Dynamix (“Glass Dynamix”), Joel Tobia a/k/a Joel R. Tobia a/k/a J.R. Tobia (“Tobia”), and Evelyn Perez a/k/a E. Perez (“Perez”) (collectively, “Defendants”) were engaged in the advertisement, offering for sale, sale and performance of various home improvements, particularly in, among other things, replacement of glass in shower doors and windows, and in the sale of household furniture, particularly in glass tops for tables, to consumers in the State of New Jersey (“State” or “New Jersey”) and elsewhere.

2. Consumer complaints received by the New Jersey Division of Consumer Affairs (“Division”) regarding Defendants’ home improvement work and the sale of furniture 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 Delivery of Household Furniture and Furnishings, N.J.A.C. 13:45A-5.1 et seq. (“Furniture Regulations”) among other things, arising from Defendants’ failure to: (a) perform the contracted

for work; (b) include required information in or with home improvement/ furniture contracts; (c) provide the expected merchandise or refund money as required by the Furniture Regulations.

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 Furniture 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 Furniture 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 Furniture 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 Bergen 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 April 25, 2007, J&L Mirror was established as a Domestic For-Profit corporation in the State. Upon information and belief, and at all relevant times, J&L Mirror has maintained a business and mailing address of 203 Nedellec Drive, Saddle Brook, New Jersey 07663 ("203Nedellec Drive").

6. J&L Mirror's registered agent in the State is Perez with a mailing address of 203 Nedellec Drive.

7. On August 26, 2010, Its All Glass was established as a Domestic For-Profit Corporation in the State. Upon information and belief, at all relevant times, Its All Glass has maintained a business and mailing address of 203 Nedellec Drive.

8. Its All Glass' registered agent in the State is Tobia, with a mailing address of 203 Nedellec Drive.

9. On October 19, 2011, Glass Dynamix was established as a Domestic For-Profit Corporation in the State. Upon information and belief, at all relevant times, Glass Dynamix has maintained a business and mailing address of 400 Windsor Drive, Englewood, New Jersey 07631 ("400 Windsor Drive").

10. Glass Dynamix's registered agent in the State is Perez, with a mailing address of 400 Windsor Drive.

11. Upon information and belief, Its All Glass has also conducted business using the name All Glass Services, which is not registered as an alternate name with the New Jersey Department of the Treasury - Division of Revenue ("DOR").

12. Upon information and belief, at all relevant times, Tobia has been an owner, Chief Executive Officer, President, officer, manager, director, employee, representative and/or agent of J&L Mirror, Its All Glass and Glass Dynamix and has controlled, directed and participated in the management and operation of those entities.

13. Upon information and belief, at varying times, Tobia has maintained a business and mailing address of 203Nedellec Drive.

14. On September 8, 2012, a Voluntary Petition for Bankruptcy under Chapter 7 of the Bankruptcy Code was filed on behalf of Tobia in the United States Bankruptcy Court, District of

New Jersey (Newark), Case No. 11-36524-DHS. On December 23, 2011, Tobia received a discharge in the bankruptcy action. On September 17, 2013, the action was terminated.

15. Upon information and belief, and at all relevant times, Perez has been an owner, Chief Executive Officer, President, officer, manager, director, employee, representative and/or agent of J&L Mirror and Glass Dynamix, and has controlled, directed and participated in the management and operation of those entities.

16. Upon information and belief, and at all relevant times, Perez has maintained business and mailing addresses of: 203 Nedellec Drive and/or 400 Windsor Drive.

17. On March 13, 2014, a Voluntary Petition for Bankruptcy under Chapter 7 of the Bankruptcy Code was filed on behalf of Perez in the United States Bankruptcy Court, District of New Jersey (Newark), Case No. 14-14723. On June 13, 2014, Perez received a discharge in the bankruptcy action. On June 17, 2014, the action was terminated.

18. John and Jane Does 1 through 20 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, managers, agents, servants, employees, and/or representatives of J&L Mirror, Its All Glass and Glass Dynamix and 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.

19. 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

20. Since at least February 2008 Defendants have been engaged in the advertisement, offering for sale, sale and performance of home improvements in the State including, but not limited to, replacement of glass shower doors and windows and the sale of furniture, in particular glass table tops.

A. Defendants' Business Practices Generally

21. At varying times, Defendants performed home improvements in a substandard manner and failed to make the necessary corrective repairs including, but not limited to, the ordering and/or making of shower doors that were not the correct size for the door frame.

22. At varying times, Defendants caused damage to a consumer's home while performing home improvements and then failed to fix, clean, or compensate the consumer for the damage (e.g., damaged vanity while installing shower door).

23. At varying times, consumers obtained estimates from other contractors after Defendants completed their work in order to correct Defendants' work and, among other things, were told that the shower door measurements taken by Defendants and door style were incorrect.

24. At varying times, consumers hired other contractors to inspect the work performed by Defendants, and were told that: (a) the work was performed in a substandard manner; and/or (b) the materials used were substandard or not of the quality represented (e.g. sold custom shower door, installed non-custom shower door).

25. At varying times, when consumers called Defendants about the substandard work, Defendants represented that they would return and make the necessary corrective repairs, but then failed to do so.

26. At varying times, when consumers called Defendants about the substandard work, Defendants represented that they would return and make the necessary corrective repairs, but that there would be an additional charge.

27. At varying times, consumers attempted to contact Defendants regarding, among other things, substandard work and Defendants failed to return the consumers' calls.

28. At varying times, Tobia yelled at, hung up the phone on, became verbally and/or physically abusive to and harassed consumers.

29. At varying times, Defendants requested full payment from consumers before beginning any work and/or requested additional monies after there had been an agreement regarding the price of the home improvements.

30. At varying times, Defendants claimed to have lost the invoice containing the measurements for a home improvement and then attempted to charge the consumer to retake the measurements.

31. At varying times, consumers contacted Defendants to replace one item (e.g. shower door) and Defendants then convinced consumers that another perfectly good piece of glass should be replaced.

32. At varying times Defendants supplied damaged merchandise to consumers (e.g. glass tabletop, shower doors).

33. At varying times, Defendants failed to perform home improvement work according to the contract specifications and accepted payment for said work.

34. At varying times, Defendants made an appointment to go to a consumer's home and then failed to appear at the agreed-upon time or at all.

35. At varying times, Defendant's refused to issue a refund when so requested by

consumers after Defendants failed to perform the contracted-for home improvement work.

36. At varying times, Defendants sold and performed home improvements through the use of the assumed business name - All Glass Services - which Defendants have not registered in the State as a corporation, limited liability company, trade name and/or in any other capacity.

37. In conducting their home improvement business, at varying times, Defendants used the name All Glass Services, which was not registered with the Division as a home improvement contractor nor listed as an alternate name for Its All Glass, the entity that was registered.

38. At varying times, Defendants provided consumers with home improvement contracts that bore the name All Glass Services and included a reference to the home improvement contractor registration ("HIC Registration") number for Its All Glass even though All Glass Services was not listed as an alternate name for Its All Glass or registered with the Division as a home improvement contractor.

B. Defendants' Home Improvement Contracts:

39. At varying times, Defendants provided consumers with home improvement contracts that did not include: (a) a legal name (i.e. use of unregistered assumed business name); (b) the legal name and/or address of the sales representative or agent who solicited or negotiated the contracts for Defendants; (c) an accurate description, or any description, of the work to be done and the principal products and materials to be used or installed in performance of the contracts; (d) the terms and conditions affecting contract price, including the cost of materials and the hourly rate for labor; (e) the toll-free telephone number provided by the Director of the Division for consumers making inquiries concerning home improvement contractors; (f) dates for the commencement and/or completion of the home improvement work; and/or (g) the contractor's registration number.

40. Defendants provided consumers with home improvement contracts that were not signed on behalf of Defendants and/or the consumers.

41. Defendants provided consumers with home improvement contracts that did not include the "Notice to Consumer" required cancellation notice.

42. 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.

43. Defendants failed to begin or complete work on the date or within the time period specified in the home improvement contract, or as otherwise represented.

44. Defendants failed to give timely written notice to the consumer for any delay in the performance of home improvement work and when work would begin or be completed.

45. At varying times, Defendants requested that consumers make final payment prior to the completion of the contracted for home improvement work.

46. Home improvement contracts that bore the name J&L Mirror included references to the following: (a) "Hackensack Area - 201-525-1414"; (b) "Westwood Area - 201-722-1199"; (c) "Englewood Area - 908-756-9889"; and (d) "Manhattan Area - 646-208-3239."

47. Upon information and belief, contrary to its contracts, J&L Mirror never maintained an office in Hackensack, Westwood, Englewood or Manhattan.

48. Home improvement contracts that bore the name Its All Glass/All Glass Services included references to the following: (a) "NJ 201-966-3412"; and "NY 646-408-4142."

49. Upon information and belief, contrary to its contracts Its All Glass/All Glass Services never maintained an office in New York.

50. At varying times, Defendants provided consumers with home improvement contracts that bore the name All Glass Services and included a reference to the home improvement contractor registration (“HIC Registration”) number for Its All Glass, even though All Glass Services was not listed as an alternate name for Its All Glass or registered with the Division as a home improvement contractor.

51. Defendants’ contracts included a reference that Its All Glass and All Glass Services had been family owned since 1929. When none of Defendants’ companies were registered with the DOR before April 25, 2007.

C. Home Improvement Contractor Registrations:

52. On or about January 29, 2007, J&L Mirror submitted to the Division a Home Improvement Contractor Application for Initial Registration (“HIC Registration Application”) for registration as a home improvement contractor in the State.

53. J&L Mirror was registered with the Division as a home improvement contractor on April 27, 2007 and was issued a registration number of 13VH03699100.

54. J&L Mirror’s registration expired on December 31, 2008.

55. On or about August 26, 2010, Its All Glass Corporation submitted to the Division a HIC Registration Application for registration as a home improvement contractor in the State.

56. Its All Glass Corporation was registered with the Division as a home improvement contractor on October 19, 2010 and issued a registration number of 13VH05985800.

57. Its All Glass Corporation’s registration expired on December 31, 2011.

58. On or about November 18, 2011, Glass Dynamix submitted to the Division a HIC Registration Application for registration as a home improvement contractor in the State.

59. Glass Dynamix was registered with the Division as a home improvement contractor on December 9, 2011 and was issued a registration number of 13VH06568300.

60. Glass Dynamix' registration expired on December 31, 2012.

D. Defendants' Furniture Contracts:

61. At all relevant times, the Defendants took consumer orders for the manufacture and installation of glass table tops ("Furniture").

62. In connection with the sale and installation of Furniture, Defendants generally provided to consumers a contract/agreement in the form of a one-page document, among other things, which included the consumer's address, dimensions for the Furniture and the total amount due ("Sales Contract").

63. The Sales Contract did not include the following: (a) a promised delivery date; and (b) notice to consumers regarding options available to the consumer if the delivery date was not met.

64. While the Sales Contract did not include a promised delivery date, Defendants, at varying times, would orally provide consumers with a delivery date.

65. After receiving up-front payments or deposits from consumers, the Defendants failed to deliver the contracted for Furniture and/or delivered damaged, defective or otherwise non-conforming merchandise.

66. Defendants failed to provide written notice to consumers of the impossibility of meeting the promised delivery date for the Furniture.

67. Upon failing to meet a promised delivery date, Defendants failed to provide consumers with the option to cancel their Furniture order and receive a refund or to accept delivery at a specified later time.

68. When consumers received damaged, defective or otherwise non-conforming Furniture, Defendants did not provide consumers with the option of cancelling the order for a full refund or accepting delivery at a later date.

69. Consumers who made up-front payments or deposits and did not receive their contracted-for Furniture attempted to contact Defendants, generally multiple times by telephone.

70. Some consumers who contacted Defendants were told that they would receive the Furniture, but such did not occur.

71. Some consumers who contacted Defendants regarding their Furniture received no response.

72. At varying times, Defendants represented to consumers that Defendants would return to consumers' homes to perform corrective repairs and then failed to do so.

COUNT I

VIOLATION OF THE CFA BY DEFENDANTS (UNCONSCIONABLE COMMERCIAL PRACTICES)

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

74. 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...

75. 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).

76. 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, installation of shower doors and windows and replacement of glass for shower doors and windows.

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

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

- a. Performing home improvement work in a substandard manner which required consumers to hire a second contractor to correct Defendants’ work;
- b. Failing to perform home improvement work according to the contract specifications and accepting payment for said work;
- c. Performing home improvements of poor or substandard quality and then failing to make the necessary corrective repairs;
- d. Causing damage to a consumer’s home while performing home improvements and then failing to fix, clean, or compensate for the damage;
- e. Taking consumers’ payments and failing to provide the contracted-for home improvements;
- f. Making an appointment to go to a consumer’s home and then failing to appear at the agreed-upon time or at all;
- g. Refusing to issue a refund when so requested by consumers after Defendants failed to perform the contracted-for home improvement work;
- h. Performing home improvement work under the name All Glass Services, which is not registered as a home improvement contractor with the Division;
- i. Failing to respond to consumers’ telephone calls, inquiries and/or complaints in a timely manner or at all;
- j. Threatening consumers with physical assault; and

k. Harassing consumers.

79. 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)

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

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

- a. Misrepresenting on contracts that Its All Glass and All Glass are "Family Owned Since 1929";
- b. Representing to consumers that Defendants would return to consumers' homes to perform corrective repairs and then failing to do so;
- c. Including in J&L Mirror's home improvement contracts references to: "Hackensack Area - 201-525-1414"; "Westwood Area - 201-722-1199"; "Englewood Area - 908-756-9889"; and "Manhattan Area - 646-208-3239" even though J&L Mirror did not have an office in Hackensack, Westwood, Englewood, and Manhattan;
- d. Including in All Glass home improvement contracts references to "NY 646-408-4142", even though All Glass did not have an office in New York.
- e. Using a home improvement contractor registration number that had been assigned to another entity (i.e., home improvement contracts bearing the name All Glass, but including the home improvement contractor registration number for Its All Glass).

82. Each act of deception, 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 CFA BY TOBIA
(USING AN UNREGISTERED ASSUMED NAME)**

83. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 82 above as if set forth more fully herein.

84. N.J.S.A. 56:1-2 prohibits a person conducting business under an assumed name that is not registered, and provides, in pertinent part:

No person shall conduct or transact business under any assumed name, or under any designation, name or style, corporate or otherwise, other than the name or names of the individual or individuals conducting or transacting such business, unless such person shall file a certificate in the office of the clerk of the county or counties in which such person conducts or transacts, or intends to transact, such business, together with a duplicate thereof for filing in the office of the Secretary of State, as provided in section 56:1-3 of this Title.

85. Pursuant to N.J.S.A. 56:1-5, corporations are exempted from the requirements of N.J.S.A. 56:1-2.

86. Tobia has conducted business under an assumed name that he has not registered in the State as a business entity or trade name, specifically All Glass Services.

87. Tobia, an individual, is not exempt from the requirements of N.J.S.A. 56:1-2.

88. The use by Tobia of an unregistered assumed business name constitutes an unconscionable commercial practice in violation of the CFA, N.J.S.A. 56:8-2.

COUNT IV

**VIOLATION OF THE CONTRACTORS'
REGISTRATION ACT BY DEFENDANTS**

89. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 88 above as if set forth more fully herein.

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

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

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

93. At all relevant times, Defendants have entered into "Home Improvement Contract[s]" within the definition of the Contractors' Registration Act, N.J.S.A. 56:8-137.

94. 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).]

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

96. 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).

97. Additionally, the Contractors' Registration Act requires that "[a]ny 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]." N.J.S.A. 56:8-144(b).

98. 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).]

99. 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).]

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

- a. Failing to set forth the signatures of both parties to the home improvement contract (N.J.S.A. 56:8-151(a));
- b. Selling and/or performing home improvement work under the name All Glass Services, which is not registered as a contractor with the Division (N.J.S.A. 56:8-138(a));
- c. Failing to include on invoices and home improvement contracts the toll-free telephone number provided by the Director for consumers to call with inquiries or complaints concerning home improvement contractors (N.J.S.A. 56:8-144(b));
- d. Failing to set forth a legal name on home improvement contracts and/or the registration number (i.e. use of unregistered assumed business name) (N.J.S.A. 56:8-151(a)(1));
- e. 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));
- f. Failing to include the "Notice to Consumer" required cancellation language in home improvement contracts (N.J.S.A. 56:8-151(b)) and;
- g. Entering into home improvement contracts while not registered as a home improvement contractor (N.J.S.A. 56:8-138(a)).

101. Defendants' conduct constitutes multiple violations of the Contractors' Registration Act, N.J.S.A. 56:8-136 et seq.

COUNT V

VIOLATION OF THE CONTRACTOR REGISTRATION REGULATIONS BY DEFENDANTS

102. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 101 above as if more fully set forth herein.

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

104. 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.

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

106. 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.

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

108. 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

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

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

110. The Contractor Registration Regulations further provide, in pertinent part:

(a) Each home improvement contractor required to be registered under this subchapter shall initially register with the Division by submitting the following on forms provided by the Director:

1. The name and street address of each place of business of the home improvement contractor and any fictitious or trade name to be used by the home improvement contractor; . . .

[N.J.A.C. 13:45A-17.5(a)(1).]

111. The Contractor Registration Regulations require that home improvement contractors prominently display certain information and provide, in pertinent part:

- (d) A registered home improvement contractor shall prominently display:
 - 2. The contractor's registration number on all advertisements distributed within this State, on business documents, contracts and correspondence with consumers of home improvement services within the State.

- (f) As of November 4, 2008, any invoice, contract or correspondence given by a registrant to a consumer shall prominently contain the toll-free telephone number provided by the Division pursuant to (b) of N.J.S.A. 56:8-149 and shall be displayed in all caps in at least 10-point bold-face type as follows:
FOR INFORMATION ABOUT CONTRACTORS AND THE CONTRACTORS' REGISTRATION ACT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS AT 1-888-656-6225.

[N.J.A.C. 13:45A-17.11(f).]

112. 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.]

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

- a. Performing home improvement work under the name All Glass Services, which is not registered as a contractor with the Division (N.J.A.C. 13:45A-17.3(a)(1));
- b. Entering into home improvement contractors while not registered as a Home improvement contractor (N.J.A.C. 13:45A-17.3(a)(1));

- c. Entering into home improvement contracts that did not comply with the requirements of N.J.S.A. 56:8-151 (e.g. failing to set forth the signatures of both parties) (N.J.A.C. 13:45A-17.13);
- d. Failing to disclose on Its All Glass' HIC Registration Application all other business names used (N.J.A.C. 13:45A-17.5(a)(1));
- e. Failing to place the contractor's registration number on all advertisements distributed within this State, on business documents, contracts and correspondence with consumers of home improvement services within the State (N.J.A.C. 13:45A-17.11(d)); and
- f. Using invoices, contracts and/or correspondence which are given to consumers that fail to include 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)).

114. 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 VI

VIOLATION OF THE HOME IMPROVEMENT PRACTICES REGULATIONS BY DEFENDANTS

115. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 114 above as if more fully set forth herein.

116. 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.

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

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

119. 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.

....

4. Identity of seller:

....

- iii. Misrepresent the status, authority or position of the sales representative in the organization he represents . . .;

....

6. Pricing and financing:

- v. Request the buyer to sign a certificate of completion or make final payment on the contract before the home improvement is completed in accordance with the terms of the contract;

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)(4)(iii), (6)(v), (7)(ii-iii), (12)(i)-(iv).]

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

- a. Requesting the buyer to sign a certificate of completion or make final payment on the contract before the home improvement is completed in accordance with the terms of the contract (N.J.A.C. 13:45A-16.2(6)(v));
- b. 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(7)(ii));
- c. 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(7)(iii));

- d. Failing to include in home improvement contracts the signatures of all parties (N.J.A.C. 13:45A-16.2(a)(12));
- e. Failing to include in home improvement contracts the legal name (*i.e.* use of unregistered assumed business name) (N.J.A.C. 13:45A-16.2(12)(i));
- f. Failing to include in home improvement contracts the legal name and the business address of the sales representative of agent who solicited or negotiated the contract (N.J.A.C. 13:45A-16.2(12)(i));
- g. 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));
- h. 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));
- i. 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
- j. 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)).

121. 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 VII

VIOLATION OF THE FURNITURE REGULATIONS BY DEFENDANTS

122. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 121 above as if more fully set forth herein.

123. The Furniture Regulations, N.J.A.C. 13:45A-5.1 et seq., govern the delivery of household furniture and furnishings.

124. The Furniture Regulations require the seller to deliver furniture by the promised date or to notify consumers in writing if delivery cannot occur by the promised date and to provide consumers with an option to cancel.

Specifically, N.J.A.C.13:45A-5.1 provides, in pertinent part:

- (a) Any person who is engaged in the sale of household furniture for which contracts of sale or sale orders are used for merchandise ordered for furniture delivery shall:
 - 1. Deliver all of the ordered merchandise by or on the promised delivery date; or
 - 2. Provide written notice to the consumer of the impossibility of meeting the promised delivery date. The notice shall offer the consumer the option to cancel said order with a prompt, full refund of any payments already made or to accept delivery at a specified time. Said written notice shall be mailed on or¹ prior to the delivery date.
- (c) Failure to comply with (a) above shall constitute a deceptive practice under the Consumer Fraud Act.

[N.J.A.C.13:45A-5.1(a) (c).]

125. The Furniture Regulations further provide that delivery of damaged or non-conforming merchandise does not constitute delivery. Specifically, N.J.A.C. 13:45A-5.1(e) provides:

- (e) For purposes of this section, delivery of furniture or furnishings that are damaged or that are not the exact size, style, color or condition indicated on the sales contract, shall not constitute delivery as required by (a)(1) above.
 - 1. Upon the receipt of such non-conforming merchandise, the consumer shall have the option of either accepting the furniture or of exercising any of the options set forth in (a)(2) above.

[N.J.A.C. 13:45A-5.1(e).]

1. Effective January 7, 2012, the regulation was amended. "Provided" was substituted for "mailed on or".

126. The Furniture Regulations also require a seller of furniture to specify on the sale order the date of delivery of the furniture or the length of time agreed upon with the purchaser for delivery. Specifically, N.J.A.C. 13:45A-5.2 provides, in pertinent part:

- (a) The contract forms or sales documents shall show the date of the order and shall contain the following sentence in ten-point bold face type:

The merchandise you have ordered is promised for delivery to you on or before (insert date or length of time agreed upon).

- (b) The blank for the delivery date referred to in (a) above shall be filled in by the seller at the time the contract of sale is entered into by the parties or when the sales documents are issued, either as a specific day of a specific month or as a length of time agreed upon by the buyer and seller (for example, "six weeks from date of order").²

[N.J.A.C. 13:45A-5.2(a)(b).]

127. Additionally, the Furniture Regulations require a seller to specify on the contract forms or sales documents that the purchaser has the opportunity to cancel the order if the merchandise is not delivered by the promised delivery date. Specifically, N.J.A.C. 13:45A-5.3 provides, in pertinent part:

- (a) The contract forms or sales documents shall conspicuously disclose the seller's obligations in the case of delayed delivery in compliance with N.J.A.C. 13:45A-5.1 and shall contain, on the first page of the contract form or sales document, the following notice in ten-point bold face type:

If the merchandise ordered by you is not delivered by the promised delivery date, (insert name of seller) must offer you the choice of (1) canceling your order with a prompt, full refund of any payments you have made, or (2) accepting delivery at a specific later date.

[N.J.A.C. 13:45A-5.3(a).]

² This section of the Furniture Regulations was amended to include the following language: "The date of delivery shall not be pre-printed in the contract prior to the time the contract of sale is entered into by the parties or when the sales documents are issued." The amendment became effective on January 17, 2012, after Defendants had entered into the furniture contracts at issue in this action.

128. Finally, the Furniture Regulations provide in pertinent part that “any violation of the provisions of this subchapter shall be subject to the sanctions contained in [the CFA].”

N.J.A.C. 13:45A-5.4.

129. At all relevant times, Defendants have engaged in the sale of “household furniture” within the definition of the Furniture Regulations, N.J.A.C. 13:45A-5.1(d).

130. At all relevant times, Defendants have engaged in the sale of household furniture for which contracts of sale or sale orders are used for merchandise ordered for future delivery.

131. Defendants have engaged in conduct in violation of the Furniture Regulations by, among other things:

- a. Failing to deliver all of the ordered merchandise by or on the promised delivery date, or providing written notice to a consumer of the impossibility of meeting the promised delivery date and offering the consumer the option to cancel said order with a prompt, full refund of any payments already made or accepting delivery at a specified later time (N.J.A.C. 13:45A-5.1(a));
- b. Delivering merchandise that is damaged, defective or otherwise non-conforming and then failing to provide consumers with the option of cancelling the order for a full refund or accepting delivery at a later date (N.J.A.C. 13:45A-5.1(e));
- c. Refusing to issue a refund when requested by consumers after failing to deliver merchandise or delivering non-conforming merchandise (N.J.A.C. 13:45A-5.1(a), (e));
- d. Failing to provide consumers with contract forms or sales documents in compliance with N.J.A.C. 13:45A-5.2(a) and (b); and
- e. Failing to provide consumers with contract forms or sales documents in compliance with N.J.A.C. 13:45A-5.3(a).

132. The conduct of Defendants constitutes multiple violations of the Furniture Regulations, N.J.A.C. 13:45A-5.1 et seq., each of which constitutes a per se violation of the CFA, N.J.S.A. 56:8-1 et seq.

COUNT VIII

**VIOLATIONS OF THE CFA, THE CONTRACTORS'
REGISTRATION ACT, THE CONTRACTOR
REGISTRATION REGULATIONS, THE HOME
IMPROVEMENT REGULATIONS AND/OR
THE FURNITURE REGULATIONS
BY TOBIA**

133. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 132 above as if more fully set forth herein.

134. At all relevant times, Tobia has been an owner, Chief Executive Officer, President, officer, manager, director, employee, representative and/or agent of J&L Mirror, Its All Glass and Glass Dynamix, and has controlled, directed and/or participated in the management and operation of those entities, including the conduct alleged in this Complaint.

135. The conduct of Tobia makes him personally liable for the violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, and/or the Home Improvement Regulations committed by J&L Mirror, Its All Glass and Glass Dynamix.

COUNT IX

**VIOLATIONS OF THE CFA, THE CONTRACTORS'
REGISTRATION ACT, THE CONTRACTOR
REGISTRATION REGULATIONS, THE HOME
IMPROVEMENT REGULATIONS AND/OR
THE FURNITURE REGULATIONS
BY PEREZ**

136. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 135 above as if more fully set forth herein.

137. At all relevant times, Perez has been an owner, Chief Executive Officer, President, officer, manager, director, employee, representative and/or agent of J&L Mirror, Its All Glass and

Glass Dynamix, and has controlled, directed and/or participated in the management and operation of those entities, including the conduct alleged in this Complaint.

138. The conduct of Perez makes her personally liable for the violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, the Home Improvement Regulations and/ or the Furniture Regulations committed by J&L Mirror, Its All Glass and Glass Dynamix.

PRAYER FOR RELIEF

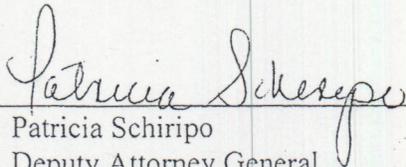
WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that the Court enter judgment against Defendants:

- (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 Furniture Regulations N.J.A.C. 13:45A-5.1, et seq.;
- (b) Permanently enjoining Defendants and their owners, officers, directors, shareholders, founders, 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 Furniture Regulations N.J.A.C. 13:45A-5.1, 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) Ordering Defendants to disgorge all funds and property (real and personal) acquired and/or retained as a result of any acts or practices in violation of the 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., including, but not limited to, the acts and practices alleged in this

Verified Complaint;

- (d) Permanently enjoining Tobia from conducting business under an unregistered assumed name, in violation of N.J.S.A. 56:1-2 and N.J.S.A. 56:8-2;
- (e) Permanently enjoining Tobia and Perez from managing or owning any home improvement business organization within this State and from serving as an officer, director, trustee, member of an executive board or similar governing body, principal, manager, stockholder owning 10% or more of the aggregate outstanding capital stock of all classes of any corporation doing business in this State, as authorized by the CFA, N.J.S.A. 56:8-8;
- (f) Permanently vacating and/or annulling the corporate charters in the State of J&L Mirror, Its All Glass, and Glass Dynamix, as authorized by the CFA, N.J.S.A. 56:8-8;
- (g) 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;
- (h) 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;
- (i) 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
- (j) Granting such other relief as the interests of justice may require.

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

By: 
Patricia Schiripo
Deputy Attorney General
Consumer Fraud Prosecution Section

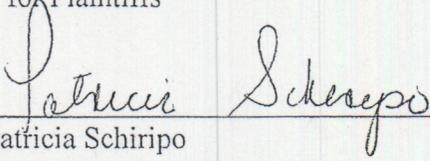
Dated: July 23, 2014
Newark, New Jersey

RULE 4:5-1 CERTIFICATION

I certify, to the best of my information and belief, that the matter in this action involving the aforementioned violations of the CFA, N.J.S.A. 56:8-1 et seq., the Contractors' Registration Act, N.J.S.A. 56:8-136 et seq., the Contractor Registration Regulations, N.J.A.C. 13:45A-17.1 et seq., and the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., is not the subject of any other action pending in any other court of this State. 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: _____


Patricia Schiripo
Deputy Attorney General
Consumer Fraud Prosecution

Dated: July 23, 2014
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: Patricia Schiripo
Patricia Schiripo
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: July 23, 2014
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

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

Dated: July 23, 2014
Newark, New Jersey