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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION,
MONMOUTH COUNTY
DOCKET NO. C-135-17

CHRISTOPHER S. PORRINO, Attorney General of the
State of New Jersey, and STEVE C. LEE, Director of the
New Jersey Division of Consumer Affairs,

Plaintiffs,

v.

CRA CONSTRUCTION AND HOME ELEVATIONS
LLC; CRA SITE LAWN & LAND DEVELOPMENT,
INC.; CHRISTOPHER M. ALDARELLI, individually, and
as owner, officer, director, founder, member, manager,
representative and/or agent of CRA CONSTRUCTION
AND HOME ELEVATIONS LLC and CRA SITE LAWN
& LAND DEVELOPMENT, INC.; PAUL J. LOGAN,
individually, and as owner, officer, director, founder,
member, manager, representative and/or agent of CRA
CONSTRUCTION AND HOME ELEVATIONS LLC;
STEVEN P. PISANO, individually, and as owner, officer,
director, founder, member, manager, representative and/or
agent of CRA CONSTRUCTION AND HOME
ELEVATIONS LLC; JANE AND JOHN DOES 1-20,
individually and as owners, officers, directors, founders,
members, managers, representatives and/or agents of CRA
CONSTRUCTION AND HOME ELEVATIONS LLC
and/or CRA SITE LAWN & LAND DEVELOPMENT,
INC.; and XYZ CORPORATIONS 1-20,

Defendants.

Civil Action

COMPLAINT

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

PRELIMINARY STATEMENT

1. In the wake of the devastation caused by Superstorm Sandy, it became necessary for homeowners across the State of New Jersey (“New Jersey” or “State”), to repair and/or elevate their existing homes to protect them from future storms. The Reconstruction, Rehabilitation, Elevation and Mitigation (“RREM”) Program was established by the New Jersey Department of Community Affairs (“DCA”) to provide grants to homeowners for, among other things, home repair, home elevation and new home construction.

2. At all relevant times, CRA Construction and Home Elevations LLC (“CRA Elevations”), CRA Site Lawn & Land Development, Inc. (“CRA Site Development”), Christopher M. Aldarelli (“C. Aldarelli”), Paul J. Logan (“P. Logan”) and Steven P. Pisano (“S. Pisano”) (collectively, “Defendants”) were engaged in the advertisement, offer for sale, sale and performance of various home improvements and home elevations in New Jersey. Defendants were among the contractors hired by RREM Program grant recipients.

3. To date, the New Jersey Division of Consumer Affairs (“Division”) has received fifteen (15) consumer complaints regarding the home improvement and/or home elevation work performed by Defendants. The complaints 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 Elevation Contractors, N.J.A.C. 13:45A-17A.1 et seq. (“Home Elevation 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, these alleged violations arise from Defendants’: (a) advertisement of home elevations without being registered with the Division as a home elevation contractor; (b) failure to timely perform the contracted-for home improvement and/or home elevation work after receipt of RREM Program funds and/or consumer payments; (c) failure to make the necessary repairs to correct substandard home improvement and home elevation work; (d) imposition of unjustified cost increases on displaced consumers after commencing home improvement and/or home elevation work; and (e) failure to complete contracted-for home improvement and/or home elevation work after receipt of RREM funds and/or consumer payments. Further, CRA Site Development’s practices are in violation of a Consent Order filed with the Division on December 10, 2015 (“12/10/15 Consent Order”). The Attorney General and the Director commence this action to halt Defendants’ deceptive business practices and to obtain consumer restitution and other monetary relief.

PARTIES AND JURISDICTION

4. The Attorney General is charged with the responsibility of enforcing the CFA, the Contractors’ Registration Act, and the regulations promulgated thereunder, specifically the Contractor Registration Regulations, the Home Elevation Regulations, the Home Improvement Regulations and the Advertising Regulations. The Director is charged with the responsibility of administering the CFA, the Contractors’ Registration Act, the Contractor Registration

Regulations, the Home Elevation Regulations, the Home Improvement Regulations, and the Advertising Regulations on behalf of the Attorney General.

5. 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 Elevation Regulations, the Home Improvement Regulations, and the Advertising Regulations. Plaintiffs bring this action pursuant to their authority under the CFA, specifically N.J.S.A. 56:8-8, 56:8-11, 56:8-13 and 56:8-19.

6. Venue is proper in Monmouth 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.

7. CRA Construction was formerly known as CDA Elevations LLC, a limited liability company which was established in New Jersey on May 7, 2014. On August 20, 2014, a Certificate of Amendment was filed with the New Jersey Division of Revenue & Enterprise Services changing the name of CDA Elevations LLC to “CRA Construction and Home Elevations LLC.” At all relevant times, CRA Elevations has maintained a principal business address of 3430 Sunset Avenue, Ocean Township, New Jersey 07712 (“3430 Sunset Avenue, Ocean Township”).

8. CRA Elevations’s registered agent in New Jersey is C. Aldarelli, with a mailing address of 3430 Sunset Avenue, Ocean Township.

9. CRA Site Development is a Domestic For-Profit Corporation established in New Jersey on October 5, 2009. At all relevant times, CRA Site Development has maintained a main business address of P.O. Box 2092, Ocean, New Jersey 07712.

10. CRA Site Development’s registered agent in New Jersey is C. Aldarelli, with a mailing address of 307C Sixth Avenue, Ashbury Park, New Jersey 07712.

11. At all relevant times, C. Aldarelli has been an owner, officer, director, founder, member, manager, representative and/or agent of CRA Elevations and has controlled, directed and/or participated in the management and operation of CRA Elevations. Upon information and belief, C. Aldarelli maintains a mailing address of 625 Palmer Avenue, Allenhurst, New Jersey 07711.

12. At all relevant times, C. Aldarelli has been an owner, officer, director, founder, member, manager, representative and/or agent of CRA Site Development and has controlled, directed and/or participated in the management and operation of CRA Site Development.

13. At varying times, P. Logan has been an owner, officer, director, founder, member, manager, representative and/or agent of CRA Elevations and has controlled, directed and/or participated in the management and operation of CRA Elevations. Upon information and belief, P. Logan maintains a mailing address of 12108 Bainbridge Way, Freehold, New Jersey 07728.

14. At varying times, S. Pisano has been an owner, officer, director, founder, member, manager, representative and/or agent of CRA Elevations and has controlled, directed and/or participated in the management and operation of CRA Elevations. Upon information and belief, S. Pisano maintains a mailing address of 79 Snake Den, Wanaque, New Jersey 07465.

15. John and Jane Does 1 through 20 are fictitious individuals meant to represent the owners, officers, directors, founders, members, managers, representatives and/or agents of CRA Elevations and/or CRA Site Development who have been involved in the conduct that gives rise to this Complaint, but are heretofore unknown to Plaintiffs. As these Defendants are identified, Plaintiffs shall amend the Complaint to include them.

16. XYZ Corporations 1 through 20 are fictitious corporations meant to represent any additional business entities who have been involved in the conduct that gives rise to the

Complaint, but are heretofore unknown to Plaintiffs. As these Defendants are identified, Plaintiffs shall amend the Complaint to include them.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

17. Since at least November 2014, Defendants have been engaged in the advertisement, offer for sale, sale and performance of home improvement and/or home elevation work in New Jersey.

18. At all relevant times, CRA Elevations was hired by RREM Program grant recipients to perform home improvement and/or home elevation work.

A. RREM Program:

19. The RREM Program, administered by DCA, consists of \$1.1 billion in federal funding provided through Community Development Block Grant Disaster Recovery funds allocated to New Jersey by the U.S. Department of Housing and Urban Development, to help eligible New Jersey homeowners repair or rebuild their Superstorm Sandy-damaged homes.

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

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

22. The RREM Program is intended to function as a bridge between the total cost of repairs and other funding the homeowner has received to repair or rebuild his or her home. The calculation of the RREM grant takes into consideration the cost of the repair or rebuilding and

funds the homeowner has received from other sources, such as insurance, FEMA, and non-profit organizations. The RREM grant may not exceed \$150,000 per homeowner.

23. The RREM Program Pathway B (“Pathway B”) is a program that allows eligible homeowners to select their own general contractor to repair or rebuild their home. The general contractor must be licensed and/or registered with the State, and compliant with all State and Federal regulations applicable to the RREM Program.

24. To date, the Division has obtained information regarding losses for nine (9) consumers who contracted with Defendants as Pathway B homeowners. These consumers paid Defendants the aggregate amount of \$1,162,514.80 for home improvement and/or home elevation work, which was not performed in whole or in part. The RREM consumers with identified losses, as well as the funds each paid to Defendants, are as follows:

Last Name	RREM Funds Paid to Defendants	Consumer Funds Paid to Defendants	Total Amount Paid to Defendants	Estimated Restitution To Date	Contracted For Work
Amoako	\$75,000.00	\$3,865.00	\$78,865.00	\$68,865.00	Home Improvement
Carmen	\$135,000.00	\$7,432.50	\$142,432.50	\$42,734.42	Home Improvement/ Home Elevation
Cicero	\$146,362.80	\$0.00	\$146,362.80	\$37,898.00	Home Improvement/ Home Elevation
Clohohey	\$135,000.00	\$13,082.00	\$148,082.00	\$96,000.00	Home Improvement/ Home Elevation
D'Antonio	\$122,389.08	\$17,498.42	\$139,887.50	\$202,300.00	Home Improvement/ Home Elevation

Giacalone	\$137,536.00	\$0.00	\$137,536.00	\$35,918.00	Home Improvement
Le	\$138,463.00	\$18,845.00	\$157,308.00	\$94,450.00	Home Improvement
McCann	\$115,330.00	\$0.00	\$115,330.00	\$23,500.00	Home Improvement/ Home Elevation
Raupp	\$86,493.98	\$10,217.02	\$96,711.00	\$11,500.00	Home Improvement/ Home Elevation
Totals	\$1,091,574.86	\$70,939.94	\$1,162,514.80	\$613,165.42	

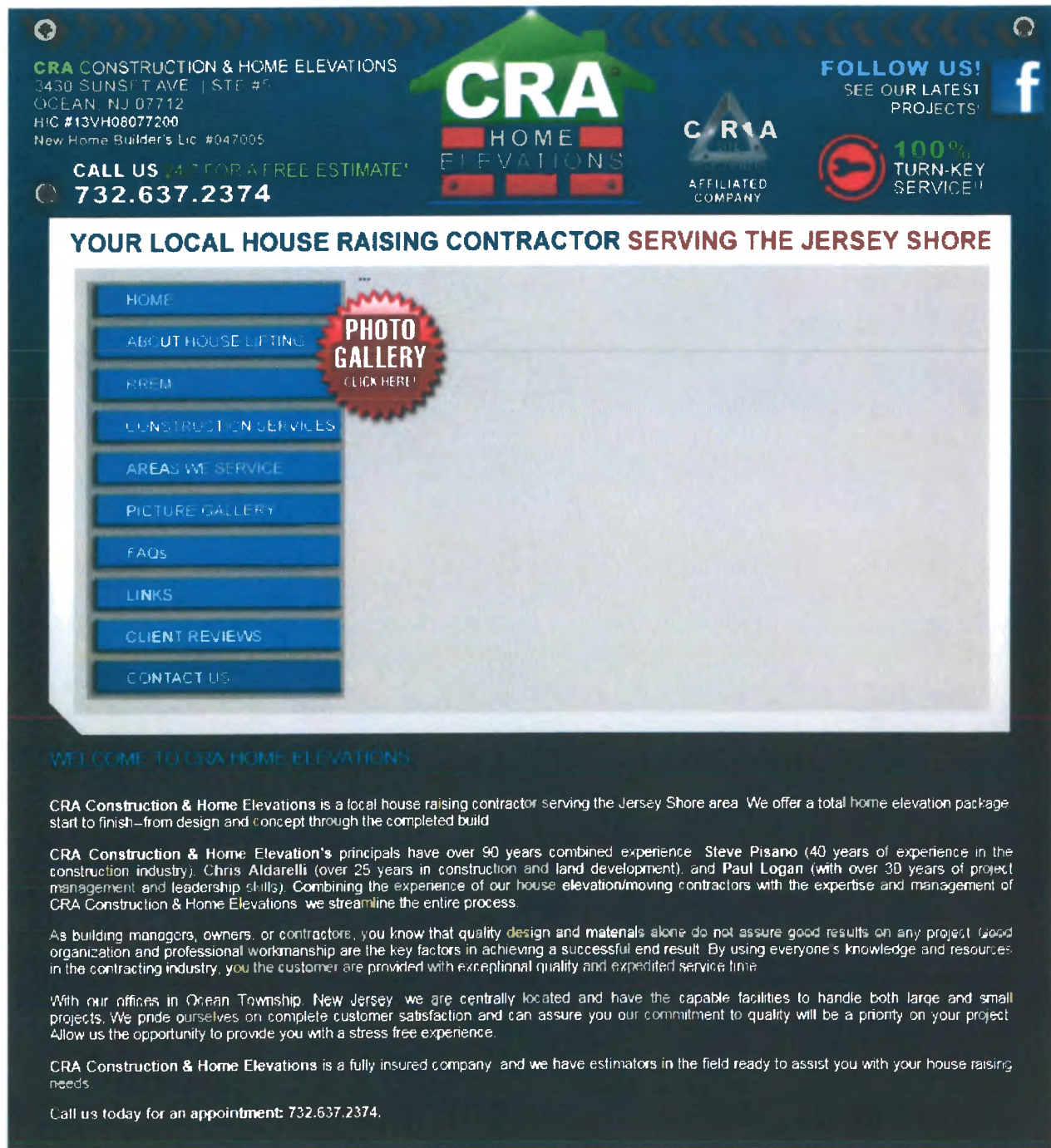
B. Defendants' Website:

25. At all relevant times, Defendants advertised home improvement and home elevation work through an internet website, namely www.crahomeelevations.com ("CRA Elevations Website").

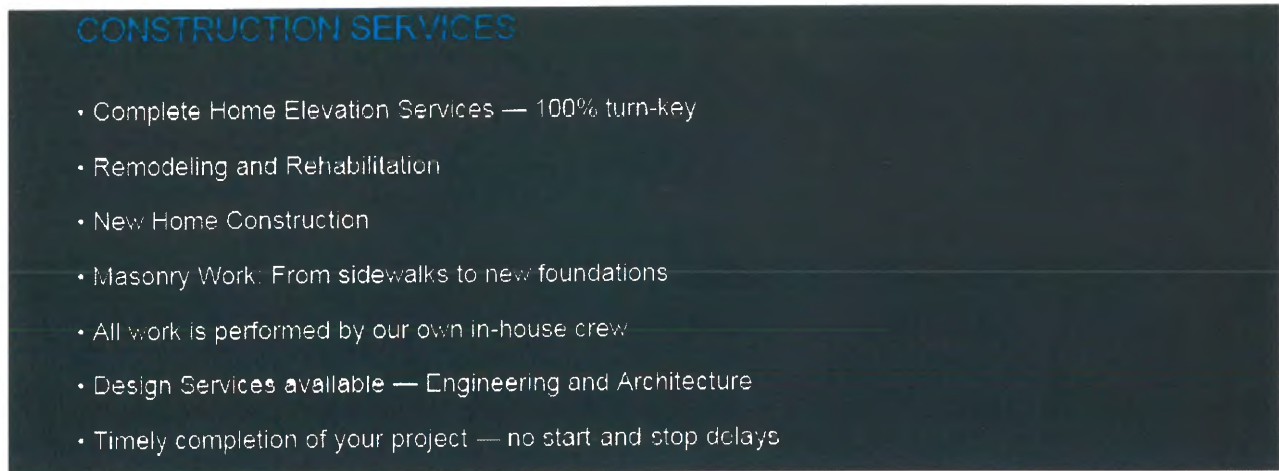
26. C. Aldarelli registered the CRA Elevations Website on October 1, 2014, and is its administrative contact.

27. As of July 26, 2017, pertinent portions of the CRA Elevations Website appeared as follows:

- a. The "HOME" page provided, in pertinent part, as follows:



b. The “CONSTRUCTION SERVICES” page provided, in pertinent part, as follows:



c. The “PICTURE GALLERY” page provided, in pertinent part, as follows:





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

Home Improvement Contractor Registration:

28. On or about May 14, 2014, CRA Elevations submitted to the Division a Home Improvement Contractor Application for Initial Registration (“CRA Elevations HIC Initial Application”) for registration with the Division as a home improvement contractor (“HIC”) in New Jersey.

29. In its HIC Initial Application, C. Aldarelli was identified as the sole owner of CRA Elevations.

30. In the CRA Elevations HIC Initial Application, CRA Elevations responded “No” to the following question:

Has the applicant or any of its officers, directors, principals or persons with an ownership of 10 percent or more in the applicant been convicted of a crime of moral turpitude, or a crime relating adversely to selling or making home improvements...

31. On or about July 9, 2014, the Division registered CRA Elevations as an HIC and issued it registration number 13VH08077200.

32. On or about February 16, 2015, CRA Elevations submitted a Home Improvement Contractor Renewal Application ("2015 CRA Elevations HIC Renewal Application").

33. On or about February 17, 2016, CRA Elevations submitted a Home Improvement Contractor Renewal Application ("2016 CRA Elevations HIC Renewal Application").

34. On or about March 17, 2017, CRA Elevations submitted a Home Improvement Contractor Renewal Application ("2017 CRA Elevations HIC Renewal Application").

35. In its 2015 CRA Elevations Renewal Application, 2016 CRA Elevations Renewal Application, and 2017 CRA Elevations HIC Renewal Application, CRA Elevations responded "No" to the following question:

Has the entity (applicant) any of its officer, director, principal or persons with an ownership of 10 percent or more in the home improvement contractor business, been convicted of a crime other than those disclosed on your initial application for registration or last renewal application (whichever is more recent)?

36. CRA Elevations's HIC registration with the Division is currently valid through March 31, 2018.

37. On or about November 12, 2010, CRA Site Development submitted to the Division an HIC Initial Application for registration with the Division as an HIC in New Jersey ("CRA Site Development HIC Initial Application").

38. In its CRA Site Development HIC Initial Application, C. Aldarelli was identified as the sole owner of CRA Site Development.

39. In the CRA Site Development HIC Initial Application, CRA Site Development responded “No” to the following question:

Has the applicant or any of its officers, directors, principals or persons with an ownership of 10 percent or more in the applicant been convicted of a crime of moral turpitude, or a crime relating adversely to selling or making home improvements...

40. On or about November 19, 2010, the Division registered CRA Site Development as an HIC and issued it registration number 13VH06465800.

41. On or about December 6, 2011, CRA Site Development submitted a Home Improvement Contractor Renewal Application (“2011 CRA Site Development HIC Renewal Application”).

42. On or about December 3, 2012, CRA Site Development submitted a Home Improvement Contractor Renewal Application (“2012 CRA Site Development HIC Renewal Application”).

43. On or about December 20, 2013, CRA Site Development submitted a Home Improvement Contractor Renewal Application (“2013 CRA Site Development HIC Renewal Application”).

44. On or about February 16, 2015, CRA Site Development submitted a Home Improvement Contractor Renewal Application (“2015 CRA Site Development HIC Renewal Application”).

45. On or about February 17, 2016, CRA Site Development submitted a Home Improvement Contractor Renewal Application (“2016 CRA Site Development HIC Renewal Application”).

46. On or about March 17, 2017, CRA Site Development submitted a Home Improvement Contractor Renewal Application (“2017 CRA Site Development HIC Renewal Application”).

47. In its 2011 CRA Site Development Renewal Application, 2012 CRA Site Development Renewal Application, 2013 CRA Site Development Renewal Application, 2015 CRA Site Development Renewal Application, 2016 CRA Site Development Renewal Application, and 2017 CRA Site Development Renewal Application, CRA Site Development responded “No” to the following question:

Has the entity (applicant) any of its officer, director, principal or persons with an ownership of 10 percent or more in the home improvement contractor business, been convicted of a crime other than those disclosed on your initial application for registration or last renewal application (whichever is more recent)?

48. CRA Site Development’s HIC registration with the Division is currently valid through March 31, 2018.

49. The Division is now in receipt of a November 20, 2007 Judgment entered in United States of America v. Christopher Aldarelli, Sr., Case No. 2:07-00107-SRC, whereby C. Aldarelli was sentenced to a 15-month term of imprisonment after he was convicted of one count of Tax Evasion in violation of 26 U.S.C. §7201 (“11/20/07 Judgment”).

Home Elevation Contractor Registration:

50. On or about October 8, 2014, CRA Elevations submitted to the Division a Home Elevation Contractor Application for Initial Registration (“HEC Initial Application”) for registration with the Division as a home elevation contractor (“HEC”) in New Jersey.

51. In its HEC Initial Application, C. Aldarelli, P. Logan and S. Pisano are each listed as one-third (1/3) owners of CRA Elevations.

52. In its HEC Initial Application, CRA Elevations responded “No” to the following question:

Has the applicant or any of its officers, directors, principals or persons with an ownership of 10 percent or more in the applicant been convicted of a crime of moral turpitude, or a crime relating adversely to selling or making home improvements...

53. In the HEC Initial Application, CRA Elevations did not disclose the 11/20/07 Judgment against C. Aldarelli.

54. On November 3, 2014, CRA Elevations withdrew its HEC Initial Application. CRA Elevations has never been registered with the Division as a HEC.

New Home Builder Registration:

55. On or about July 7, 2014, CRA Elevations submitted to DCA a New Home Builder Registration Application (“NHB Initial Application”) for registration with DCA as a new home builder (“NHB”) in New Jersey.

56. In its NHB Initial Application, C. Aldarelli is listed as the sole owner of CRA Elevations.

57. On or about August 14, 2014, the DCA registered CRA Elevations as a NHB and issued it registration number 47005.

58. On or about July 19, 2016, CRA Elevations submitted to DCA a New Home Builder Registration Renewal Application (“NHB Renewal Application”).

59. In its NHB Renewal Application, C. Aldarelli and P. Logan are each listed as one-half (1/2) owners of CRA Elevations.

60. On or about July 27, 2016, the DCA renewed CRA Elevations’s NHB registration through August 31, 2018.

D. Defendants' Business Practices Generally:

61. At all relevant times, CRA Elevations entered into contracts and change orders with consumers as a general contractor for home improvement and/or home elevation work ("CRA Elevations Contracts"), and then subcontracted such work to third parties.

62. Upon information and belief, at varying times, CRA Elevations subcontracted home improvement work to CRA Site Development.

63. Upon information and belief, at varying times, CRA Elevations used CRA Site Development vehicles, signs and staff in the advertisement and/or performance of home improvement work.

64. At all relevant times, C. Aldarelli, P. Logan and/or S. Pisano promoted, negotiated and/or signed CRA Elevations Contracts on behalf of CRA Elevations.

65. At all relevant times, C. Aldarelli, P. Logan and/or S. Pisano served as a point of contact for consumers who entered into CRA Elevations Contracts.

66. Upon information and belief, at all relevant times, C. Aldarelli, P. Logan and/or S. Pisano supervised Defendants' contracted-for home improvement and/or home elevation work.

67. Upon information and belief, at all relevant times, C. Aldarelli, P. Logan and/or S. Pisano communicated with consumers by telephone and e-mail concerning their CRA Elevations Contracts.

68. Upon information and belief, at all relevant times, C. Aldarelli, P. Logan and/or S. Pisano requested and accepted payment on behalf of CRA Elevations.

69. At varying times, the CRA Elevations Contracts did not include: (a) the principal products and materials to be used or installed in performance of the contract; (b) the required "Notice to Consumer" cancellation language; (c) the toll-free telephone number provided by the

Director of the Division for consumers making inquiries concerning HICs; (d) Defendants' HIC registration numbers; (e) the name of Defendants' sales representative; (f) signatures of all parties to the contract; and/or (g) the dates or time period within which the work was to begin and be completed. Upon information and belief, Defendants did not otherwise provide this information to consumers who entered into home improvement contracts.

70. At varying times, Defendants failed to provide consumers with copies of the certificate of commercial general liability insurance required of an HIC along with the CRA Elevations Contracts.

71. At varying times, Defendants' correspondence failed to include: (a) the required "Notice to Consumer" cancellation language; and (b) the toll-free telephone number provided by the Director of the Division for consumers making inquiries concerning HICs.

72. At varying times, Defendants commenced home improvement and/or home elevation work without obtaining all applicable State and/or local building and construction permits.

73. On at least two (2) occasions, Defendants failed to obtain all State and/or local building and construction permits resulting in municipal fines assessed against the consumers.

74. At varying times, Defendants imposed unjustified cost increases on displaced consumers after commencing home improvement and/or home elevation work.

75. For example, C. Aldarelli represented that changes to a consumer's deck would not cost more than \$800.00, but then Defendants charged the consumer \$2,998.27 without explanation of the additional costs.

76. At varying times, Defendants refused to continue home improvement and/or home elevation work unless consumers made payments that were not identified in the CRA Elevations Contracts, or in advance of when such payments were due.

77. For example, Defendants refused to continue work unless the consumer agreed to change orders totaling an additional \$25,200.00.

78. At varying times, Defendants failed to complete home improvement and/or home elevation work on the agreed upon date or time period represented in the CRA Elevations Contracts.

79. For example, on February 24, 2015, Defendants entered into a CRA Elevations Contract with a consumer that provided that the contracted-for work would be completed within “100 to 140 days from the start of the project,” but then, without good cause, walked off the project on December 5, 2016, having failed to complete the work.

80. At varying times, Defendants commenced home improvement and/or home elevation work, only to fail to return to the consumer’s home for days, weeks, months, or at all.

81. For example, Defendants demanded \$14,000.00 to continue work on a consumer’s home, but failed to return to the home for more than one (1) month after the consumer made the payment.

82. At varying times, Defendants failed to advise consumers of the dates or time period on or within which home improvement and/or home elevation work was to be completed.

83. At varying times, Defendants failed to respond to a consumer’s calls, texts and/or e-mails inquiring when Defendants would commence, continue and/or complete the home improvement and/or home elevation work.

84. For example, Defendants failed to respond to a consumer's e-mails and phone calls concerning the status of the home improvement and/or home elevation work for more than two (2) months.

85. At varying times, Defendants failed to provide timely written notice for any delay in the performance of the home improvement and/or home elevation work.

86. At varying times, Defendants performed substandard home improvement and/or home elevation work that failed to pass inspections and/or needed to be repaired (e.g., stone walls not sealed with mortar; stairs warped; railings installed improperly; and plumbing failed inspection three (3) times), and failed to correct the work or make the repairs.

87. At varying times, Defendants caused damage to consumers' homes while performing home improvement and/or home elevation work and then failed to fix or compensate the consumer for the damage.

88. For example, Defendants caused bowing of the walls and floors during a home elevation, and then charged the consumer an additional \$6,800.00 to repair the damage.

89. Additionally, Defendants broke a consumer's driveway bricks and lights during construction and refused to repair or replace the damaged property.

90. At varying times, Defendants entered into CRA Elevations Contracts, accepted RREM funds and/or consumer payments and then failed to complete the contracted-for work.

91. For example, Defendants accepted more than fifty percent (50%) of the CRA Elevations Contract price from a consumer (i.e., \$78,865.00), but performed less than ten percent (10%) of the contracted-for home improvement and then, without good cause, refused to continue the work.

92. At varying times, Defendants abandoned home improvement and/or home elevation work and left consumers' homes uninhabitable, thus requiring them to reside elsewhere.

93. As of the date of this Complaint, at least eleven (11) consumers who entered into CRA Elevations Contracts are awaiting Certificates of Occupancy needed to return to their homes and reside in them.

94. At varying times, Defendants required that consumers sign a certificate of completion, or make final payment before the home improvement and/or home elevation work was completed in accordance with the CRA Elevations Contracts.

95. For example, C. Aldarelli e-mailed a consumer stating that final payment was due prior to final inspection and that "[u]ntil you have a certified check on site, no work will be completed."

96. At varying times, Defendants failed to furnish consumers with all inspection certificates after the contracted-for work was completed and before final payment was due.

97. For example, C. Aldarelli represented to a consumer that Defendants would not provide final inspection plans until final payment had been made.

98. At varying times, Defendants failed to pay the non-affiliated subcontractors who performed the home improvement and/or home elevation work, which resulted in the subcontractors' filing of construction liens against the consumers' homes.

E. 12/10/15 Consent Order:

99. The Division and CRA Site Development entered into the 12/10/15 Consent Order to resolve a Notice of Violation and Offer of Settlement that was issued following the Division's receipt of a consumer complaint.

100. The 12/10/15 Consent Order set forth required and prohibited business practices which included: (a) compliance with the CFA, the Contractors' Registration Act, the Contractor Registration Regulations and/or the Home Improvement Regulations; (b) beginning or completing home improvement work on the date or time period specified in the contract, or as otherwise represented; (c) providing the certificate of commercial general liability insurance to consumers; and (d) verifying that all applicable permits have been issued prior to the commencement of home improvement work.

101. Further, the 12/10/15 Consent Order provided that:

The Parties agree that any future violations of the [required and prohibited business practices], the CFA, the Contractors' Registration Act, the Contractor Registration Regulations and/or the Home Improvement Regulations shall constitute a second and succeeding violation pursuant to N.J.S.A. 56:8-13 and [CRA Site Development] may be liable for enhanced civil penalties.

102. C. Aldarelli signed the 12/10/15 Consent Order on behalf of CRA Site Development.

COUNT I

VIOLATION OF THE CFA BY DEFENDANTS (UNCONSCIONABLE COMMERCIAL PRACTICES)

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

104. 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...

105. 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).

106. At all relevant times, Defendants have been engaged in the advertisement and sale of merchandise within the meaning of N.J.S.A. 56:8-1(c), including, but not limited to, home improvement and home elevation work.

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

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

- a. Advertising on the CRA Elevations Website that CRA Elevations was an HEC when not registered with the Division;
- b. Commencing home improvement and/or home elevation work without obtaining all applicable State and/or local building and construction permits;
- c. Imposing unjustified cost increases on displaced consumers after commencing home improvement and home elevation work;
- d. Refusing to continue home improvement and/or home elevation work unless consumers made payments that were not identified in the CRA Elevations Contracts, or in advance of when such payments were due;
- e. Failing to complete home improvement and/or home elevation work on the agreed upon date or time period represented in the CRA Elevations Contracts;
- f. Commencing home improvement and/or home elevation work, only to fail to return to the consumer’s home for days, weeks, months, or at all;
- g. Failing to advise consumers of the dates or time period on or within which home improvement and/or home elevation work was to be completed;

- h. Failing to respond to a consumer's calls, texts and/or e-mails inquiring when Defendants would commence, continue and/or complete the home improvement and/or home elevation work;
- i. Failing to provide timely written notice for any delay in the performance of the home improvement and/or home elevation work;
- j. Performing substandard home improvement and/or home elevation work that failed to pass inspections and/or needed to be corrected and then failing to make the necessary corrections;
- k. Causing damage to consumers' homes while performing home improvement and/or home elevation work and then failing to fix or compensate the consumer for the damage;
- l. Entering into CRA Elevations Contracts, accepting RREM funds and/or consumer payments and then failing to complete the contracted-for work;
- m. Abandoning home improvement and/or home elevation work and leaving consumers' homes uninhabitable, thus requiring them to reside elsewhere;
- n. Requiring that consumers sign a certificate of completion, or make final payment before the home improvement and/or home elevation work was completed in accordance with the terms of the CRA Elevations Contracts;
- o. Failing to furnish inspection certificates to consumers after the contracted-for work was completed and before final payment was due; and
- p. Failing to pay non-affiliated subcontractors who performed the home improvement and/or home elevation work, which resulted in the subcontractors' filing of construction liens against the consumers' homes.

109. Each unconscionable commercial practice by Defendants constitutes a separate violation under the CFA, N.J.S.A. 56:8-2.

COUNT II

VIOLATION OF THE CFA BY DEFENDANTS (FALSE PROMISES AND/OR MISREPRESENTATIONS)

110. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 109 above as if more fully set forth herein.

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

- a. Representing on the CRA Elevations Website that Defendants are "Your Local House Raising Contractor Serving the Jersey Shore," when such is not the case;
- b. Representing on the CRA Elevations Website that Defendants "offer a total home elevation package, start to finish—from design and concept through the completed build," when such is not the case;
- c. Representing on the CRA Elevations Website that Defendants perform "Complete Home Elevation Services," when such is not the case; and
- d. Representing on the CRA Elevations Website that "All work is performed by our own in-house crew," when such is not the case.

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

COUNT III

VIOLATION OF THE CONTRACTORS' REGISTRATION ACT BY DEFENDANTS

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

114. The Contractors' Registration Act, among other things, governs the registration of HICs with the Division.

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

116. 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.

117. 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.

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

119. The Contractors' Registration Act requires that certain information must be displayed by the Contractor and provides, in pertinent part:

- a. All registrants shall prominently display their registration numbers within their places of business, in all advertisements distributed within this State, on business documents, contracts and correspondence with consumers of home improvement services in this State, and on all commercial vehicles registered in this State and leased or owned by registrants and used by registrants for the purpose of providing home improvements, except for vehicles leased or rented to customers of registrants by a registrant or any agent or representative thereof.

[N.J.S.A. 56:8-144(a).]

120. The Contractors' Registration Act further provides that "[t]he Director shall provide a toll-free telephone number for consumers making inquiries regarding contractors." N.J.S.A. 56:8-149(b). At all relevant times, the Director established and has published such toll-free telephone number.

121. In this regard, the Contractors' Registration Act requires that:

- b. Any invoice, contract or correspondence given by a registrant to a consumer shall prominently contain the toll-free telephone number provided pursuant to [N.J.S.A. 56:8-149] of this Act.

[N.J.S.A. 56:8-144(b).]

122. 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 [N.J.S.A. 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).]

123. In addition, the Contractors' Registration Act requires that Home Improvement Contracts 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).]

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

- a. Failing to include Defendants' HIC registration numbers on CRA Elevations Contracts (N.J.S.A. 56:8-144(a), N.J.S.A. 56:8-151(a));
- b. Failing to include in CRA Elevations Contracts and correspondence, the toll-free telephone number provided by the Director for consumers to call with inquiries or complaints concerning contractors (N.J.S.A. 56:8-144(b));
- c. Failing to provide consumers with a copy of the CRA Elevations Contract signed by all parties (N.J.S.A. 56:8-151(a));
- d. Failing to include with CRA Elevations Contracts a copy of Defendants' certificate of commercial general liability insurance as well as the telephone number of the company issuing the certificate (N.J.S.A. 56:8-151(a)(2)); and
- e. Failing to include the "Notice to Consumer" required cancellation language in CRA Elevations Contracts and correspondence (N.J.S.A. 56:8-151(b)).

125. 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

126. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 125 above as if more fully set forth herein.

127. The Contractor Registration Regulations, N.J.A.C. 13:45A-17.1 et seq., among other things, outline the procedures for the registration of HICs with the Division.

128. 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.

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

130. 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.

131. 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.

132. 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.

133. The Contractor Registration Regulations 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:

....

6. Whether the entity, any officer, director, principal or person with an ownership interest of 10 percent or more in the home improvement contractor business has been convicted of any crime involving moral turpitude or any crime relating adversely to selling or making home improvements.

....

(d) A registered home improvement contractor shall include the following with the annual renewal application:

1. A completed renewal application that will be on a form specified by the Director.

134. The Contractor Registration Regulations also require that HICs 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) 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(d)(2), (f).]

135. Further, the Contractor Registration Regulations provide that:

In addition to the requirements of a home improvement contract pursuant to N.J.A.C. 13:45A-16.2, every home improvement contract in which a person required to be registered as a home improvement contractor is a party shall comply with the provisions of N.J.S.A. 56:8-151.

[N.J.A.C. 13:45A-17.13.]

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

- a. Failing to disclose the 11/20/07 Judgment, a crime of moral turpitude and/or a crime relating adversely to selling or making home improvements, in the CRA Elevations HIC Initial Application (N.J.A.C. 13:45A-17.5(a)(6));
- b. Failing to disclose the 11/20/07 Judgment in the 2015 CRA Elevations Renewal Application, 2016 CRA Elevations Renewal Application, 2017 CRA Elevations HIC Renewal Application, as required by the renewal form specified by the Director (N.J.A.C. 13:45-17.5(d)(1));
- c. Failing to disclose the 11/20/07 Judgment, a crime of moral turpitude and/or a crime relating adversely to selling or making home improvements, in the CRA Site Development HIC Initial Application (N.J.A.C. 13:45A-17.5(a)(6));
- d. Failing to disclose the 11/20/07 Judgment in the 2011 CRA Site Development Renewal Application, 2012 CRA Site Development Renewal Application, 2013 CRA Site Development Renewal Application, 2015 CRA Site Development Renewal Application, 2016 CRA Site Development Renewal Application, and 2017 CRA Site Development

Renewal Application, as required by the renewal form specified by the Director (N.J.A.C. 13:45-17.5(d)(1));

- e. Failing to include the Defendants' HIC registration numbers on all CRA Elevations Contracts (N.J.A.C. 13:45A-17.11(d)(2));
- f. Failing to include on CRA Elevations Contracts and correspondence the informational statement and toll-free telephone number provided by the Director for consumers making inquiries regarding contractors (N.J.A.C. 13:45A-17.11(f)); and
- g. Entering into CRA Elevations Contracts that did not comply with the requirements of N.J.S.A. 56:8-151 (e.g., failing to include the "Notice to Consumer" required cancellation language) (N.J.A.C. 13:45A-17.13).

137. 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 ELEVATION REGULATIONS BY DEFENDANTS

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

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

No person shall advertise indicating that the person is a home elevation contractor in this State unless the person is registered with the Division in accordance with this subchapter.

140. Defendants have engaged in conduct in violation of the Home Elevation Regulations including, but not limited to, the following: Advertising on the CRA Elevations Website indicating that CRA Elevations was an HEC when it was not registered with the Division as an HEC (N.J.A.C. 13:45A-17A.3(b)).

141. Defendants' conduct constitutes multiple violations of the Home Elevation Regulations, N.J.A.C. 13:45A-17A.1 et seq., each of which constitutes a per se violation of the CFA, N.J.S.A. 56:8-1 et seq.

COUNT VI

VIOLATION OF THE HOME IMPROVEMENT PRACTICES REGULATIONS BY DEFENDANTS

142. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 141 above as if more fully set forth herein.

143. 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.

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

145. The Home Improvement Regulations prohibit certain practices with regard to the performance of home improvement contracts, as follows:

- a. Without limiting any other practices which may be unlawful under the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., utilization by a seller of the following acts and practices involving the sale, attempted sale, advertisement or performance of home improvements shall be unlawful hereunder.

. . . .

6. Pricing and financing:

- v. Request the buyer 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, unless the delay is for reason of labor stoppage; unavailability of supplies or materials, unavoidable casualties, or any other cause beyond the seller's control. Any changes in the dates or time periods stated in a written contract shall be agreed to in writing; or.
- iii. Fail to give timely written notice to the buyer of reasons, beyond the seller's control for any delay in the performance and when work will begin or be completed.

....

10. Building Permits

- i. No seller contracting for the making of home improvements shall commence work until he is sure that all applicable state or local building and construction permits have been issued as required under state law or local ordinances; or
- ii. Where midpoint or final inspections are required under state law or local ordinances, copies of inspection certificates shall be furnished to the buyer by the seller when construction is completed and before final payment is due or the signing of a completion slip is request of the buyer.

[N.J.A.C. 13:45A-16.2(a)(6)(v); N.J.A.C. 13:45A-16.2(a)(7)(ii),(iii); N.J.A.C. 13:45A-16.2(a)(10)(i),(ii).]

146. Additionally, the Home Improvement Regulations include a writing requirement for contracts in excess of \$500.00 and provide, in pertinent part:

- 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 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.
-
- 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)(12)(i), (ii), (iv).]

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

- a. Demanding final payment before the home improvement and/or home elevation work is completed in accordance with the terms of the CRA Elevations Contract (N.J.A.C. 13:45A-16.2(a)(6)(v));
- b. Failing to complete home improvement and/or home elevation work on the date or within the time period specified in the CRA Elevations Contract or as otherwise represented (N.J.A.C. 13:45A-16.2(a)(7)(ii));
- c. Failing to give timely written notice to consumers of reasons, beyond Defendants' control, for any delay in the completion of home improvement and/or home elevation work (N.J.A.C. 13:45A-16.2(a)(7)(iii));
- d. Commencing home improvement and/or home elevation work without obtaining all applicable State and/or local building and construction permits (N.J.A.C. 13:45A-16.2(a)(10)(i));
- e. Failing to provide consumers with inspection certificates after the contracted-for work was completed and before final payment was due (N.J.A.C. 13:45A-16.2(a)(10)(ii));
- f. Failing to include in the CRA Elevations Contracts the legal name of the sales representative or agent who solicited or negotiated home

improvement and/or home elevation work (N.J.A.C. 13:45A-16.2(a)(12)(i));

- g. Failing to include in CRA Elevations Contracts a description of the home improvement and/or home elevation work to be performed and the principal products and materials to be used or installed (N.J.A.C. 13:45A-16.2(a)(12)(ii)); and
- h. Failing to include in CRA Elevations Contracts the dates or time period on or within which home improvement and/or home elevation work is to begin and be completed (N.J.A.C. 13:45A-16.2(a)(12)(iv)).

148. 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 ADVERTISING REGULATIONS BY DEFENDANTS

149. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 148 above as if more fully set forth herein.

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

151. Specifically, the Advertising Regulations governing general advertising practices provide, in relevant part:

- (a) Without limiting the application of N.J.S.A. 56:8-1 et seq., the following practices shall be unlawful with respect to all advertisements:

. . . .

- 9. The making of false or misleading representations of facts concerning the reasons for, existence or amounts of price reductions, the nature of an offering or the quantity of advertised merchandise available for sale.

[N.J.A.C. 13:45A-9.2(a)9.]

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

- a. Representing on the CRA Elevations Website that Defendants are “Your Local House Raising Contractor Serving the Jersey Shore,” when such is not the case;
- b. Representing on the CRA Elevations Website that Defendants “offer a total home elevation package, start to finish—from design and concept through the completed build,” when such is not the case;
- c. Representing on the CRA Elevations Website that Defendants perform “Complete Home Elevation Services,” when such is not the case; and
- d. Representing on the CRA Elevations Website that “All work is performed by our own in-house crew,” when such is not the case.

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

COUNT VIII

VIOLATION OF THE CFA, THE CONTRACTORS’ REGISTRATION ACT, THE CONTRACTOR REGISTRATION REGULATIONS, THE HOME ELEVATION REGULATIONS, THE HOME IMPROVEMENT REGULATIONS AND THE ADVERTISING REGULATIONS BY C. ALDARELLI

154. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 153 above as if more fully set forth herein.

155. At all relevant times, C. Aldarelli has been an owner, officer, director, founder, member, manager, representative and/or agent of CRA Elevations, and has controlled, directed and/or participated in the management and operation of that entity, including the conduct alleged in this Complaint.

156. At all relevant times, C. Aldarelli has been an owner, officer, director, founder, member, manager, representative and/or agent of CRA Site Development, and has controlled, directed and/or participated in the management and operation of that entity, including the conduct alleged in this Complaint.

157. In these capacities, C. Aldarelli actively participated in the violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, the Home Elevation Regulations, the Home Improvement Regulations and the Advertising Regulations committed by CRA Elevations and/or CRA Site Development by, among other things: registering and functioning as the administrative contact for the CRA Elevations Website; advertising his "25 years in construction and land development"; promoting, negotiating and signing CRA Elevations Contracts; subcontracting home improvement work to his affiliated company, CRA Site Development; serving as a point of contact for consumers; supervising contracted-for home improvement and home elevation work; communicating with consumers by telephone and e-mail; requesting and accepting payment; imposing unjustified cost increases through change orders; demanding final payment for home improvement and/or home elevation work prior to final inspection; and inappropriately withholding inspection report plans until final payment was made.

158. C. Aldarelli's conduct makes him personally liable for the violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, the Home Elevation Regulations, the Home Improvement Regulations and the Advertising Regulations committed by CRA Elevations and CRA Site Development.

COUNT IX

VIOLATION OF THE CFA, THE CONTRACTORS' REGISTRATION ACT, THE CONTRACTOR REGISTRATION REGULATIONS, THE HOME ELEVATION REGULATIONS, THE HOME IMPROVEMENT REGULATIONS AND THE ADVERTISING REGULATIONS BY P. LOGAN

159. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 158 above as if more fully set forth herein.

160. At all relevant times, P. Logan has been an owner, officer, director, founder, member, manager, representative and/or agent of CRA Elevations, and has controlled, directed and/or participated in the management and operation of that entity, including the conduct alleged in this Complaint.

161. In that capacity, P. Logan actively participated in CRA Elevations's violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, the Home Elevation Regulations, the Home Improvement Regulations and the Advertising Regulations by, among other things: advertising his "30 years of project management and leadership skills"; promoting, negotiating and signing CRA Elevations Contracts; serving as a point of contact for consumers; supervising contracted-for home improvement and home elevation work; communicating with consumers by telephone and e-mail; and requesting and accepting payment from consumers.

162. P. Logan's conduct makes him personally liable for the violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, the Home Elevation Regulations, the Home Improvement Regulations and the Advertising Regulations committed by CRA Elevations.

COUNT X

**VIOLATION OF THE CFA, THE CONTRACTORS'
REGISTRATION ACT, THE CONTRACTOR
REGISTRATION REGULATIONS, THE HOME
ELEVATION REGULATIONS, THE HOME
IMPROVEMENT REGULATIONS AND THE
ADVERTISING REGULATIONS BY S. PISANO**

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

164. At all relevant times, S. Pisano has been an owner, officer, director, founder, member, manager, representative and/or agent of CRA Elevations, and has controlled, directed and/or participated in the management and operation of that entity, including the conduct alleged in this Complaint.

165. In that capacity, S. Pisano actively participated in CRA Elevations's violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, the Home Elevation Regulations, the Home Improvement Regulations and the Advertising Regulations by, among other things: advertising his "40 years of experience in the construction industry"; promoting, negotiating and signing CRA Elevations Contracts; serving as a point of contact for consumers; supervising contracted-for home improvement and home elevation work; communicating with consumers by telephone and e-mail; and requesting and accepting payment from consumers.

166. S. Pisano's conduct makes him personally liable for the violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, the Home Elevation Regulations, the Home Improvement Regulations and the Advertising Regulations committed by CRA Elevations.

COUNT XI

**VIOLATION OF THE 12/10/15 CONSENT ORDER
BY CRA SITE DEVELOPMENT**

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

168. CRA Site Development has violated the 12/10/15 Consent Order by continuing to engage in acts and practices in violation of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, and the Home Improvement Regulations.

169. The 12/10/15 Consent Order provides, in pertinent part, that "any future violations of the [required and prohibited business practices], the CFA, the Contractors' Registration Act, the Contractor Registration Regulations and/or the Home Improvement Regulations shall constitute a second and succeeding violation pursuant to N.J.S.A. 56:8-13."

170. As such, CRA Site Development's conduct comprises violations of the 12/10/15 Consent Order resulting in second and subsequent violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, and the Home Improvement Regulation and subjecting CRA Site Development to enhanced civil penalties pursuant to N.J.S.A. 56:8-13.

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 practices 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 Elevation Regulations, N.J.A.C. 13:45A-17A.1 et seq., the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq.; and/or the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq.;
- (b) Permanently enjoining Defendants and their owners, officers, directors, founders, members, managers, representatives, agents 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 Elevation Regulations, N.J.A.C. 13:45A-17A.1 et seq., the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., and/or the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., including, but not limited to, the acts and practices alleged in this Complaint, as authorized by the CFA, N.J.S.A. 56:8-8;
- (c) Permanently enjoining Defendants from owning, operating or otherwise managing any business or other entity in the State, whether registered with the Division or not, that advertises, offers for sale, sells and/or performs home improvements, including home elevations, within the State;
- (d) Permanently enjoining Defendants from the advertisement, offer for sale, sale and performance of home improvements, including home elevations, within the State;
- (e) Cancelling the Certificate of Formation in the State for CRA Elevations;
- (f) Permanently vacating and/or annulling the corporate charter in the State of CRA Site Development;
- (g) Permanently revoking the HIC registration issued to CRA Elevations;
- (h) Permanently revoking the HIC registration issued to CRA Site Development;
- (i) Directing Defendants, jointly and severally, to restore to any affected person, whether or not named in this Complaint, any money or real or

personal property acquired by means of any alleged practice herein to be unlawful and found to be unlawful, as authorized by N.J.S.A. 56:8-8;

- (j) Directing Defendants, jointly and severally, to disgorge to the New Jersey Department of Community Affairs, RREM funds unlawfully acquired or retained, as authorized by N.J.S.A. 56:8-8;
- (k) Directing Defendants, jointly and severally, to pay the maximum statutory civil penalties for each and every violation of the CFA, in accordance with N.J.S.A. 56:8-13;
- (l) Directing CRA Site Development to pay the maximum statutory civil penalties for each and every violation of the 12/10/15 Consent Order and second and subsequent violations of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, and the Home Improvement Regulation, in accordance with N.J.S.A. 56:8-13,
- (m) Directing Defendants, jointly and severally, to pay costs and fees, including attorneys' fees, for the use of the State of New Jersey, as authorized by the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19; and
- (n) Granting such other relief as the interests of justice may require.

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

By: 

Russell M. Smith, Jr.
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: August 21, 2017
Newark, New Jersey

RULE 4:5-1 CERTIFICATION

I certify, to the best of my information and belief, that the matter in this action involving the aforementioned violations of the CFA, N.J.S.A. 56:8-1 et seq., the 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 Elevation 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/or 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 other than private actions brought by or against the Defendants including: CRA Construction and Home Elevations LLC v. Blozen, Docket No. MON-L-3504-16; CRA Construction and Home Elevations LLC v. Villalona, Docket No. MON-L-3432-16; and LaMagra v. CRA Construction and Home Elevations LLC, et al., Docket No. OCN-L-1466-17. I further certify, to the best of my information and belief, that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party who should be joined in this action at this time.

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

By: _____




Russell M. Smith, Jr.
Deputy Attorney General
Consumer Fraud Prosecution

Dated: August 21, 2017
Newark, New Jersey

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

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

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

By: 


Russell M. Smith, Jr.
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: August 21, 2017
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Deputy Attorney General Russell M. Smith, Jr. is hereby designated as trial counsel for the Plaintiffs in this action.

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

By: 

Russell M. Smith, Jr.
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: August 21, 2017
Newark, New Jersey