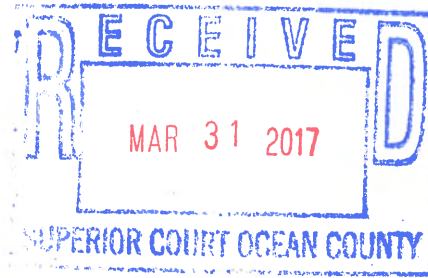


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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, OCEAN COUNTY
DOCKET NO. _____

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.

COASTAL RESTORATIONS & CONSTRUCTION OF
NEW JERSEY LLC; ADAM TODD NEVIUS a/k/a ADAM
VAN NEVIUS, individually and as owner, officer, director,
founder, member, manager, employee, servant, representative
and/or agent of COASTAL RESTORATIONS &
CONSTRUCTION OF NEW JERSEY LLC; COLE
VANDERBECK NEVIUS, JR., individually and as owner,
officer, director, founder, member, manager, employee,
servant, representative and/or agent of COASTAL
RESTORATIONS & CONSTRUCTION OF NEW JERSEY
LLC; KIMBERLY D. ATKINSON, individually and as
owner, officer, director, founder, member, manager,
employee, servant, representative and/or agent of COASTAL
RESTORATIONS & CONSTRUCTION OF NEW JERSEY
LLC; JANE AND JOHN DOES 1-20, individually and as
owners, officers, directors, shareholders, founders, members,
managers, employees, servants, agents, representatives
and/or independent contractors of COASTAL
RESTORATIONS & CONSTRUCTION OF NEW JERSEY
LLC; 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”), 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, rebuild, and/or elevate their existing homes or to replace their homes with new or elevated modular homes to keep them safe from future storms. To aid affected homeowners in this process, the Reconstruction, Rehabilitation, Elevation and Mitigation (“RREM”) Program was established by the New Jersey Department of Community Affairs (“DCA”) to provide grants to homeowners, among other things, for home repair, elevation, and new home construction.

2. At all relevant times Coastal Restorations & Construction of New Jersey LLC (“Coastal Restorations”), Adam Todd Nevius a/k/a Adam Van Nevius (“Adam Nevius”), Cole Vanderbeck Nevius, Jr. (“Cole Nevius”), and Kimberly D. Atkinson (“Atkinson”) (collectively “Defendants”), were engaged in the advertisement, offer for sale, sale and performance of various home improvements and/or home elevations (“Construction Services”) in the State. Defendants were among the contractors approved by the RREM Program for use by grant recipients.

3. Defendants engaged in Construction Services in violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”), the Contractors’ Registration Act, N.J.S.A. 56:8-136 et seq. (“Contractors’ Registration Act”), and the regulations promulgated thereunder, specifically the Regulations Governing Contractor Registration, N.J.A.C. 13:45A-

17.1 et seq. (“Contractor Registration Regulations”), the Regulations Governing Home Improvement Practices, N.J.A.C. 13:45A-16.1 et seq. (“Home Improvement Regulations”), and the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 et seq. (“Advertising Regulations”). Among other things, these alleged violations arise from Defendants’ failure to: (a) include required information in home improvement contracts (e.g., sales representative information, the toll-free telephone number provided by the Director of the Division for consumers making inquiries concerning home improvement contractors, copies of certificates of commercial general liability insurance, and complete signatures by both parties); (b) perform the contracted-for Construction Services after receipt of RREM funds and/or consumer payments; and (c) complete contracted-for Construction Services after receipt of RREM funds and/or consumer payments.

4. The Attorney General and Director commence this action to halt Defendants’ deceptive business practices, and to obtain consumer restitution and other monetary relief.

PARTIES AND JURISDICTION

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

6. By this action, the Attorney General and the Director (collectively, “Plaintiffs”) seek injunctive and other relief for violations of the CFA, the Contractors’ Registration Act, the Contractor Registration Regulations, the Home Improvement Regulations, and the Advertising

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

7. Venue is proper in Ocean 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.

8. On November 28, 2012, Coastal Restorations was established as a Limited Liability Company in the State. At all relevant times, Coastal Restorations maintained a registered office location at 215 East Bay Avenue, Manahawkin, New Jersey 08050.

9. Coastal Restorations' registered agent in the State is Adam Van Nevius, with a mailing address of 215 East Bay Avenue, Manahawkin, New Jersey 08050.

10. At all relevant times, Adam Nevius has been an owner, officer, director, founder, member, manager, servant, employee, representative and/or agent of Coastal Restorations and has controlled, directed and/or participated in the management and operation of Coastal Restorations. Adam Nevius's last known address is 12 Clarence Drive, Manahawkin, New Jersey 08050.

11. At all relevant times, Cole Nevius has been an owner, officer, director, founder, member, manager, servant, employee, representative and/or agent of Coastal Restorations and has controlled, directed and/or participated in the management and operation of Coastal Restorations. Cole Nevius's current address is 926 Ponderosa Drive, South Daytona Beach, Florida 32119.

12. At all relevant times, Atkinson has been an owner, officer, director, founder, member, manager, servant, employee, representative and/or agent of Coastal Restorations and has controlled, directed and/or participated in the management and operation of Coastal

Restorations. Atkinson's last known address is 12 Clarence Drive, Manahawkin, New Jersey 08050.

13. John and Jane Does 1 through 20 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, members, managers, employees, servants, agents, representatives and/or independent contractors of Coastal Restorations 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.

14. 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

15. Since at least November 2012, Defendants have been engaged in the advertisement, offer for sale, sale and performance of Construction Services in New Jersey.

A. RREM Program:

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. To date, the Division has obtained information regarding losses for seven (7) consumers who contracted with Coastal Restorations as Pathway B homeowners. These consumers paid Coastal Restorations the aggregate amount of \$381,413.23 for Construction Services, which were 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 Monies Paid to Defendants	Total Amount Paid to Defendants	Restitution	Work Contracted
Andrews	\$77,850	\$0	\$77,850	\$50,384	Home Improvement
Armston	\$50,554	\$0	\$50,554	\$50,554	Home Improvement and Elevation

Durgin	\$15,000	\$0	\$15,000	\$10,500	Home Improvement and Elevation
Juco	\$49,035	\$0	\$49,035	\$49,035	Home Elevation
Mercurio	\$49,920	\$0	\$49,920	\$49,920	Home Improvement and Elevation
Ruiz	\$54,425	\$15,000	\$69,425	\$69,425	Home Elevation
Sonday	\$69,629.23	\$0	\$69,629.23	\$69,629.23	Home Elevation
Total	\$366,413.23	\$15,000	\$381,413.23	\$349,447.23	

B. Defendants' Website:

22. At all relevant times, Defendants advertised their services through an internet website, namely www.coastalrestorationnj.com ("Coastal Restorations Website").

23. The Coastal Restorations Website advertised, "'Where there's tradition, there is value[.]' For more than 25 years Coastal Restoration & Construction of New Jersey [sic] has been satisfying customers with quality work and service on projects of all sizes. We have built our business on communication and the best in skill, planning and labor."

24. The Coastal Restorations Website's homepage appeared as follows:



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Coastal Restorations & Construction of NJ LLC, "Where there's tradition, there is value"

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Coastal Restorations & Construction of New Jersey "Where there's tradition, there is value" For more than 25 years Coastal Restoration & Construction of New Jersey has been satisfying customers with quality work and service on projects of all sizes. We have built our business on communication and the best in skill, planning and labor. We work closely with each customer before the first nail is ...

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25. The Coastal Restorations Website advertised the following pertaining to home elevation:

Coastal Restorations & Construction of NJ LLC can raise your home with various foundations to fit your situation. We can put your home on wood piles, helical piles with concrete piers or we can build a block foundation. We are turn key, we will handle all engineering, survey's [sic], flood elevation certificates, and all township permits.

26. The Coastal Restorations Website advertised the following information for custom decks and porches:

Coastal Restorations & Construction provides experienced, trained crews and skilled resources to produce the outdoor living space of your dreams. Our attention to detail – from listening to your design ideas to just the right lighting or special touches – will surely exceed your expectations.

27. The Coastal Restorations Website stated the following with regard to business practices:

- Coastal Restoration & Construction Co. knows how to complete your project on-time, on-budget and stress-free with minimal impact on your busy life. We are committed to quality above all else.
- From budgets of \$500 to \$50K+ we work with you to ensure that we not only meet, but exceed, your expectations.
- Coastal Restorations & Construction of NJ is locally owned and operated. We have more than 25 years of experience in the field and an extensive portfolio.

28. The Coastal Restorations Website contained the company's HIC registration number only on the "Contact Us" web page. The Coastal Restorations Website did not contain any other registration or license information.

C. Home Improvement Contractor Registrations and Home Elevation Registration:

29. On or about December 1, 2012, Coastal Restorations submitted to the Division a Home Improvement Contractor Application for Initial Registration ("HIC Registration Application") for registration with the Division as a home improvement contractor ("HIC") in the State.

30. The HIC Registration Application was signed by Cole Nevius as Managing Member.

31. Cole Nevius is also listed in the HIC Registration Application as a Managing Partner with a fifteen percent ownership interest.

32. The HIC Registration Application listed Atkinson as a Member and Managing Partner with an eighty-five percent ownership interest.

33. The HIC Registration Application listed a contact e-mail address potentially belonging to Adam Nevius.

34. On or about December 18, 2012, the Division registered Coastal Restorations as an HIC and issued it registration number 13VH07085800.

35. Coastal Restorations last renewed its home improvement contractor registration on March 8, 2016.

36. Coastal Restorations' HIC registration with the Division expires March 31, 2017.

37. Neither Coastal Restorations nor any of the other defendants are registered with the State as a Home Elevation Contractor.

D. Defendants' Business Practices Generally:

38. At all relevant times, Defendants utilized contracts for home improvements ("Coastal Restorations Contracts") that did not include a sales representative's name and address and/or a copy of the contractor's certificate of commercial general liability insurance. Upon information and belief, Defendants did not otherwise provide this information to consumers who entered into Coastal Restorations Contracts.

39. At varying times, Defendants utilized Coastal Restorations Contracts that did not include signatures of all parties and/or the toll-free telephone number provided by the Director of the Division for consumers making inquiries concerning home improvement contractors. Upon

information and belief, Defendants did not otherwise provide this information to consumers who entered into Coastal Restorations Contracts.

40. At all relevant times, Defendants failed to begin and/or complete the Construction Services as specified in the Coastal Restorations Contracts.

41. At varying times, Defendants accepted consumer payments, which included RREM funds, and commenced Construction Services, only to abandon the project and not return to the consumers' homes for weeks, months or at all.

42. At varying times, Defendants failed to give notice to consumers regarding delays in Construction Services.

43. At varying times, Defendants failed to respond to consumers' calls, emails, and/or texts inquiring into when Defendants would continue Construction Services that had been commenced, but then had been abandoned.

44. At varying times, Defendants failed to file and/or obtain the proper building and construction permits.

45. At varying times, Defendants took payments that included RREM funds, but invoiced consumers for lesser amounts. Consumers requested refunds but only received a partial refund payment or no refund payment at all.

46. At varying times, Defendants' failure to complete Construction Services has displaced consumers and caused consumers to incur additional rental housing expenses.

47. On at least one (1) occasion, Defendants filled their dumpster at a consumer's project site with materials from other jobs and never paid their vendor to have the dumpster removed. The consumer had to pay out of pocket to have the dumpster removed.

E. Defendant Adam Todd Nevius:

48. On at least one (1) occasion Adam Nevius signed a contract on behalf of Coastal Restorations.

49. On at least one (1) occasion, Adam Nevius pressured a senior consumer into sending a deposit of over \$30,000 by overnight mail in order to secure the consumer's inclusion with other projects in the neighborhood. The deposit was cashed the next day, but no work was commenced.

50. On at least one (1) occasion, a consumer wanted to terminate the contract with Defendants for failure to complete Construction Services, however Adam Nevius convinced the consumer to establish a new project timeline with a new completion date. The consumer agreed to the new timeline however, Defendants still failed to complete the job by the new completion date.

51. At all relevant times, Adam Nevius executed Coastal Restorations Contracts on behalf of Coastal Restorations.

52. At all relevant times, Adam Nevius was responsible for supervising the Construction Services for which consumers contracted with Coastal Restorations.

53. At all relevant times, Adam Nevius communicated with consumers via telephone and text message, among other things, regarding projects.

54. At varying times, Adam Nevius endorsed consumer checks made out to Coastal Restorations.

55. At varying times, Adam Nevius filed permit applications and/or misrepresented to consumers that permits were obtained for home improvement projects.

56. On at least one (1) occasion, Adam Nevius misleadingly stated to a consumer who was contracting for a home elevation contract that Defendants owned the specific equipment necessary to lift the consumer's home.

F. Defendant Cole Vanderbeck Nevius, Jr.:

57. At all relevant times, Cole Nevius was a Managing Member and Managing Partner of Coastal Restorations.

58. The HIC Registration Application lists the Social Security Number for Cole Nevius as Managing Partner of Coastal Restorations.

59. On at least one (1) occasion, Cole Nevius endorsed a consumer check on behalf of Coastal Restorations for payment on a project.

G. Defendant Kimberly D. Atkinson:

60. At all relevant times, Atkinson was a Member and Managing Partner of Coastal Restorations.

61. On at least one (1) occasion, Atkinson submitted a change of address letter to the Division regarding Coastal Restorations. Atkinson signed the letter as Managing Member of Coastal Restorations.

62. On at least one (1) occasion, Atkinson endorsed a consumer check on behalf of Coastal Restorations for payment on a project.

63. On at least (1) occasion, Atkinson signed and issued a refund check to a consumer for overpayment which bounced when the consumer attempted to cash it. Defendants ultimately failed to refund the consumer the amount of the refund check.

COUNT I

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

64. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 63 above as if more fully set forth herein.

65. 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...

66. 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).

67. At all relevant times, Defendants have been engaged in the advertisement, offer for sale and sale of merchandise within the meaning of N.J.S.A. 56:8-1(c), including, but not limited to Construction Services.

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

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

- a. Entering into Coastal Restorations Contracts, accepting consumer payments and/or RREM funds and then failing to begin or complete Construction Services;

- b. Accepting consumer payments and/or RREM funds and then commencing Construction Services, only to abandon the project and fail to return to the consumer's home for weeks, months or at all;
- c. Failing to provide timely written notice for any delay in the performance of the Construction Services;
- d. Failing to respond to consumers' calls, e-mails and/or texts inquiring when Defendants would commence, continue and/or complete the Construction Services;
- e. Failing to apply for the necessary building and construction permits;
- f. Taking consumer payments relating to Construction Services, including RREM funds, billing consumers for lesser amounts and then only providing partial or no refund payments in response to consumer requests;
- g. Failing to complete Construction Services causing consumers to be displaced and to incur additional rental housing expenses;
- h. Filling Defendants' dumpster at a consumer's project site with material from other jobs and failing to pay the dumpster vendor causing a consumer to pay for the dumpster removal;
- i. Accepting large initial deposits for Construction Services after pressuring a consumer to mail the deposit by overnight mail in order to secure a place on a customer list and then failing to commence Construction Services;
- j. Proposing a new project completion date to induce a consumer to refrain from terminating a contract for Construction Services and then failing to complete the Construction Services; and
- k. Signing and issuing a bad refund check to a consumer for overpayment and ultimately failing to refund any money to the consumer.

70. 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, MISREPRESENTATIONS)

71. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 70 above as if more fully set forth herein.

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

- b. Representing on the Coastal Restorations Website that Defendants are "turn key" and "will handle all engineering, survey's [sic], flood elevation certificates, and all township permits," when such was not the case;
- c. Representing on the Coastal Restorations Website that Defendants "can raise your home with various foundations to fit your situation," and "can put your home on wood piles, helical piles with concrete piers or [] can build a block foundation," when such was not the case;
- d. Representing on the Coastal Restorations Website that Defendants provide "trained crews and skilled resources" to "surely exceed your expectations," when such was not the case;
- e. Representing on the Coastal Restorations Website that Defendants "know how to complete your project on-time, on-budget and stress-free with minimal impact on your busy life," when such was not the case;
- f. Representing that a consumer was required to send by overnight mail an initial deposit of funds in order to secure the consumer's inclusion with other projects in the consumer's neighborhood, accepting the consumer's deposit for Construction Services, and then failing to do any work on her project;
- g. Representing that, in consideration of a consumer refraining from terminating a contract for Construction Services, Defendants would revise the consumer's project timeline and completion date and then still failing to complete the Construction Services on the revised timeline and completion date;
- h. Representing that building and construction permit applications had been filed, when such was not the case;

- i. Representing that the payment by consumers of significant initial payments, which included RREM funds, would cause the initiation of work to be performed under the contracted-for Construction Services, when such was not the case;
- j. Representing in the Coastal Restorations Contract or otherwise, the dates or time period on or within which the home improvement project was to be completed but then failing to begin and/or complete projects as specified in the Coastal Restorations Contracts; and
- k. Representing to a consumer contracting for elevation services that Defendants owned specific equipment necessary for lifting the home, when such was not the case.

73. 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

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

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

76. The Contractors' Registration Act is applicable to home elevation contractors, pursuant to N.J.S.A. 56:8-138.2(a).

77. "Contractor," as defined in the Contractor Registration Act, N.J.S.A. 56:8-137, includes home elevation contractors.

78. "Home Improvement[s]" as defined in the Contractor Registration Act, N.J.S.A. 56:8-137, includes, home elevations.

79. "Home Improvement Contract[s]" as defined in the Contractor Registration Act, N.J.S.A. 56:8-137, includes contracts for home elevations.

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

81. 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.

82. 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.

83. 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).]

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

85. 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).]

86. 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.

87. 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).]

88. 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:

...

(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)(2).]

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

- a. Failing to prominently include Coastal Restorations' HIC Registration number on advertisements (Coastal Restorations Website), and consumer correspondence (N.J.S.A. 56:8-144(a));
- b. Failing to include on invoices, contracts and correspondence, 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));

- c. Failing to include on home improvement contracts the signatures of both parties (N.J.S.A. 56:8-151(a)); and
- d. 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)).

90. 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

91. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 90 above as if more fully set forth herein.

92. The Contractor Registration Regulations, N.J.A.C. 13:45A-17.1 et seq., among other things, provide procedures for the registration of home improvement contractors with the Division.

93. Home elevation contractors and home elevations are included within the respective definitions of home improvement contractors and home improvements, pursuant to N.J.A.C. 13:45A-17.2.

94. 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.

95. 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.

96. 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.

97. 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.

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

(a) 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; . . .

[N.J.A.C. 13:45A-17.3(a)(1).]

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

100. 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 in this 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 boldface 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).]

101. 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.]

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

- a. Failing to prominently include Coastal Restorations' HIC Registration number on all advertisements (Coastal Restorations Website) and consumer correspondence (N.J.A.C. 13:45A-17.11(d)(2));
- b. Failing to include on home improvement contracts 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
- 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 include a sales representative's name and address, failing to set forth the signature of both parties, failing to include the certificate of commercial general liability insurance,) (N.J.A.C. 13:45A-16.2(a)(12)(i) N.J.A.C. 13:45A-17.13).

103. Defendants' conduct constitutes multiple violations of the Contractor Registration Regulations, N.J.A.C. 13:45A-17.1 et seq., each of which constitutes a per se violation of the CFA, N.J.S.A. 56:8-1 et seq.

COUNT V

VIOLATION OF THE HOME IMPROVEMENT REGULATIONS BY DEFENDANTS

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

105. 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.

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

107. The Home Elevation Contractor Regulations, N.J.A.C. 13:45A-17A.12, provide that the requirements of N.J.A.C. 13:45A-16.2 related to a home improvement contract pertain to every home elevation contract.

108. 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.

....

7. Performance:

- (i) Deliver materials, begin work, or use any similar tactic to unduly pressure the buyer into a home improvement contract, or make any claim or assertion that a binding contract has been agreed upon where no final agreement or understanding exists;
- (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 performance, and when the work will begin or be completed.

....

9 Sales Representations

- (ii) Knowingly fail to make any material statement of fact, qualification or explanation if the omission of such statement, qualification or explanation causes an advertisement, announcement, statement or representation to be false, deceptive or misleading;

....

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 laws or local ordinances;

....

11. Guarantees or Warranties

- (i) The seller shall furnish the buyer a written copy of all guarantees or warranties made with respect to labor services, products or materials furnished in connection with home improvements. Such guarantees or warranties shall be specific, clear and definite and shall include any exclusions or limitations as to their scope or duration. Copies of all guarantees or warranties shall be furnished to the buyer at the time the seller presents his bid as well as at the time of execution of the contract, except that separate guarantees or warranties of the manufacturer of products or materials may be furnished at the time such products or materials are installed.

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;

...

[N.J.A.C. 13:45A-16.2(a)(7)(i-iii), (9)(ii), (10)(i), (11)(i), (12)(i).]

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

- a. Unduly pressuring the buyer into a home improvement contract by requiring a deposit to be sent by overnight mail in order for work to begin, but failing to perform the work (N.J.A.C. 13:45A-16.2(a)(7)(i));
- b. Failing to begin or complete work on the date or within the time period specified in the home improvement contract (N.J.A.C. 13:45A-16.2(a)(7)(ii));
- c. Failing to give timely written notice to the consumer of reasons for any delay in performance, and when the work will begin or be completed (N.J.A.C. 13:45A-16.2(a)(7)(iii));
- d. Knowingly failing to make a material statement of fact that Defendants did not own the proper equipment necessary to perform the consumer's elevation contract (N.J.A.C. 13:45A-16.2(a)(9)(ii));
- e. Failing to obtain the necessary building and construction permits (N.J.A.C. 13:45A-16.2(10)(i));
- f. Failing to include in Coastal Restorations Contracts the signatures by all parties thereto (N.J.A.C. 13:45A-16.2(a)(12)); and
- g. Failing to include in Coastal Restorations Contracts the legal name and business address of the sales representative who solicited or negotiated the contract (N.J.A.C. 13:45A-16.2(a)(12)(i)).

110. Defendants' conduct constitutes multiple violations of the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., each of which constitutes a per se violation of the CFA, N.J.S.A. 56:8-1 et seq.

COUNT VI

**VIOLATION OF THE ADVERTISING REGULATIONS
BY DEFENDANTS**

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

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

113. 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.]

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

- a. Representing on the Coastal Restorations Website that Defendants are “turn key,” and can “handle all engineering, survey’s [sic], flood elevation certificates, and all township permits,” when such is not the case;
- b. Representing on the Coastal Restorations Website that Defendants “can raise your home with various foundations to fit your situation,” and “can put your home on wood piles, helical piles with concrete piers or [] can build a block foundation,” when such was not the case;
- c. Representing on the Coastal Restorations Website that Defendants provide “trained crews and skilled resources” and will “surely exceed your expectations,” when such was not the case; and

- d. Representing on the Coastal Restorations Website that Defendants “know how to complete your project on-time, on-budget and stress-free with minimal impact on your busy life,” when such was not the case.

115. 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 VII

VIOLATIONS OF THE CFA, THE CONTRACTORS’ REGISTRATION ACT, THE CONTRACTORS’ REGISTRATION REGULATIONS, THE HOME IMPROVEMENT REGULATIONS, AND/OR THE ADVERTISING REGULATIONS BY ADAM NEVIUS

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

117. At all relevant times, Adam Nevius has been an owner, manager, director, representative and/or agent of Coastal Restorations, and has controlled, directed and/or participated in the management and operation of that entity, including the conduct alleged in this Complaint.

118. In that capacity, Adam Nevius actively participated in Coastal Restorations’ management and operation including, but not limited to, the following: signed contracts with consumers for Construction Services on behalf of Coastal Restorations; supervised the contracted-for Construction Services; communicated with consumers via email, among other things, about projects; endorsed consumer checks made out to Coastal Restorations; filed permit applications and/or misrepresented to consumers that permits were obtained for home improvement projects; pressured a consumer to enter into a contract by sending by overnight mail a deposit to secure the consumer’s inclusion with other projects; proposing a new project

completion date to induce a consumer to refrain from terminating a contract for Construction Services and then failing to complete the Construction Services.

119. The conduct of Adam Nevius makes him personally liable for the violations of the CFA, the Contractors' Registration Act, the Contractors' Registration Regulations, the Home Improvement Regulations, and/or the Advertising Regulations committed by Coastal Restorations.

COUNT VIII

VIOLATIONS OF THE CFA, THE CONTRACTORS' REGISTRATION ACT, THE CONTRACTORS' REGISTRATION REGULATIONS, THE HOME IMPROVEMENT REGULATIONS, AND/OR THE ADVERTISING REGULATIONS BY COLE NEVIUS

120. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 119 above as if more fully set forth herein.

121. At all relevant times, Cole Nevius has been an owner, manager, director, representative and/or agent of Coastal Restorations, and has controlled, directed and/or participated in the management and operation of that entity, including the conduct alleged in this Complaint.

122. In that capacity, Cole Nevius actively participated in Coastal Restorations' management and operation as follows: completing and submitting the HIC Registration Application for Coastal Restorations; listing himself on the HIC Registration for Coastal Restorations as a Managing Member and Managing Partner; and endorsing consumer checks made out to Coastal Restorations for payment.

123. The conduct of Cole Nevius makes him personally liable for the violations of the CFA, the Contractors' Registration Act, the Contractors' Registration Regulations, the Home

Improvement Regulations, and/or the Advertising Regulations committed by Coastal Restorations.

COUNT IX

**VIOLATIONS OF THE CFA, THE CONTRACTORS' REGISTRATION ACT,
THE CONTRACTORS' REGISTRATION REGULATIONS, THE
HOME IMPROVEMENT REGULATIONS, AND/OR
THE ADVERTISING REGULATIONS
BY ATKINSON**

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

125. At all relevant times, Atkinson has been an owner, manager, director, representative and/or agent of Coastal Restorations, and has controlled, directed and/or participated in the management and operation of that entity, including the conduct alleged in this Complaint.

126. In that capacity, Atkinson actively participated in Coastal Restorations' management and operation as follows: listing herself on the HIC Registration Application for Coastal Restorations as a Member and Managing Partner; submitting a Coastal Restorations change of address letter to the Division; endorsing consumer checks made out to Coastal Restorations for payment; and issuing a bad Coastal Restorations refund check to a consumer.

127. The conduct of Atkinson makes her personally liable for the violations of the CFA, the Contractors' Registration Act, the Contractors' Registration Regulations, the Home Improvement Regulations, and/or the Advertising Regulations committed by Coastal Restorations.

PRAYER FOR RELIEF

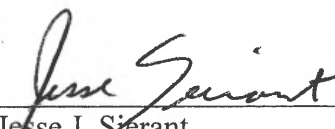
WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that the Court enter judgment against Defendants:

- (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/or the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq.;
- (b) Permanently enjoining Defendants and their owners, officers, directors, shareholders, founders, members, managers, agents, 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/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 Construction Services within the State;
- (d) Permanently enjoining Defendants from the advertisement, offer for sale, sale and performance of Construction Services within the State;
- (e) Cancelling Coastal Restorations' Certificate of Formation in the State;
- (f) Permanently revoking Coastal Restorations' HIC registration;
- (g) Finding Adam Nevius personally liable for the violations of the CFA, N.J.S.A. 56:8-1 et seq., the Contractors' Registration Act, N.J.S.A. 56:8-136 et seq., the Contractor Registration Regulations, N.J.A.C. 13:45A-17.1 et seq., the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., and the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq. committed by Coastal Restorations;
- (h) Finding Cole Nevius personally liable for the violations of the CFA, N.J.S.A. 56:8-1 et seq., the Contractors' Registration Act, N.J.S.A. 56:8-136 et seq., the Contractor Registration Regulations, N.J.A.C. 13:45A-

17.1 et seq., the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., and the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq. committed by Coastal Restorations;

- (i) Finding Atkinson personally liable for the violations of the CFA, N.J.S.A. 56:8-1 et seq., the Contractors' Registration Act, N.J.S.A. 56:8-136 et seq., the Contractor Registration Regulations, N.J.A.C. 13:45A-17.1 et seq., the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., and the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq. committed by Coastal Restorations;
- (j) 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;
- (k) Directing Defendants, jointly and severally, to disgorge to the New Jersey Department of Community Affairs, RREM Program funds unlawfully acquired or retained, as authorized by N.J.S.A. 56:8-8;
- (l) 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;
- (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: 

Jesse J. Sierant
Deputy Attorney General
Consumer Fraud Prosecution Section

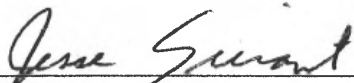
Dated: March 31, 2017
Newark, New Jersey

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 Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., and the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., is not the subject of any other action pending in any other court of this State other than Coastal Restorations v. Mancuso, No. L-678-16 (Ocean Cnty., filed Mar. 8, 2016) and McLean v. Coastal Restorations, No. L-4403-16 (Middlesex Cnty., filed July 29, 2016). 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 other than Coastal Restorations v. Mancuso, No. L-678-16 (Ocean Cnty., filed Mar. 8, 2016), 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: _____

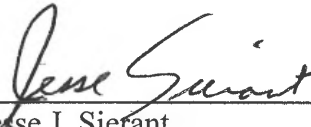

Jesse J. Sierant
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: March 31, 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 Rule 1:38-7(b).

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

By: 

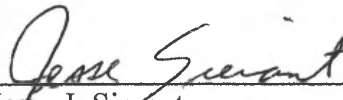
Jesse J. Sierant
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: March 31, 2017
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Deputy Attorney General Jesse J. Sierant is hereby designated as trial counsel for the Plaintiffs in this action.

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

By: 
Jesse J. Sierant
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: March 31, 2017
Newark, New Jersey