

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Plaintiffs

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JOHN F. MALONE
J.S.C.

Division of Consumer Affairs

By: Jeffrey Koziar
Deputy Attorney General
(973) 648-7819

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, UNION COUNTY
DOCKET NO. UNN-C-82-05

ANNE MILGRAM, Attorney General of the
State of New Jersey, and DAVID M. SZUCHMAN
Director of the New Jersey Division of Consumer
Affairs,

Plaintiffs,

v.

STATE REMODELING, INC. d/b/a
THE WINDOW FACTORY, THE WINDOW
FACTORY OF NEW JERSEY and
WWW.STATEREMODELING.COM;
UNITED REMODELING GROUP, INC.;
NEIGHBORHOOD PRESERVATION
PROGRAM, INC.; THE WINDOW FACTORY
OF NEW JERSEY, INC.; and JANE AND JOHN
DOES 1-20, individually and as officers, directors,
shareholders, founders, owners, agents, servants
and/or employees of STATE REMODELING,
INC. d/b/a THE WINDOW FACTORY, THE
WINDOW FACTORY OF NEW JERSEY and
WWW.STATEREMODELING.COM;
UNITED REMODELING GROUP, INC.;
NEIGHBORHOOD PRESERVATION
PROGRAM, INC.; and THE WINDOW
FACTORY OF NEW JERSEY, INC. and XYZ
CORPORATIONS 1-20,

Defendants.

Civil Action

FINAL CONSENT JUDGMENT

The Parties to this Action and Final Consent Judgment (the “Parties”) are plaintiffs Anne Milgram, Attorney General of the State of New Jersey,¹ and David M. Szuchman of the New Jersey Division of Consumer Affairs (collectively, “Plaintiffs”), and defendants State Remodeling, Inc. d/b/a the Window Factory, the Window Factory of New Jersey, and www.stateremodeling.com (collectively, “State Remodeling”), The Window Factory of New Jersey, Inc. (“Window Factory”), United Remodeling, Inc. (“United Remodeling”) and Neighborhood Preservation Program, Inc. (“Neighborhood Preservation”) (collectively, “Defendants”). As evidenced by their signatures below, the Parties do consent to entry of this Final Consent Judgment (“Consent Judgment”) and its provisions without trial or adjudication of any issue of fact or law, and without an admission of any liability or wrongdoing of any kind. The Parties consent to entry of this Final Consent Judgment to avoid the expense and uncertainty associated with further investigation and/or litigation.

IT IS HEREBY ORDERED, ADJUDGED AND AGREED AS FOLLOWS:

1. JURISDICTION

1.1 The Parties admit jurisdiction of this Court over the subject matter and over the Parties for the purpose of entering into this Consent Judgment. The Court retains jurisdiction for the purpose of enabling the Parties to apply to this Court at any time for such further orders and relief as may be necessary for the construction, modification, enforcement, execution or satisfaction of this Consent Judgment.

¹ This action was commenced on behalf of then Attorney General Peter C. Harvey and Director of the Division of Consumer Affairs, Kimberly S. Ricketts. In accordance with R.4:34-4, the caption has been revised to reflect the current Attorney General and Director.

2. VENUE

2.1 Pursuant to N.J.S.A. 56:8-8, venue as to all matters between the Parties hereto relating to or arising out of this Consent Judgment shall lie exclusively in the Superior Court of New Jersey, Chancery Division, Union County.

3. EFFECTIVE DATE

3.1 This Consent Judgment shall be effective on the date that it is entered with the Court (the "Effective Date").

4. DEFINITIONS

As used in this Consent Judgment, the following words or terms shall have the following meanings, which meanings shall apply whenever the words and terms appear in this Consent Judgment:

4.1 "ADR Unit" shall refer to Alternative Dispute Resolution Unit of the Division.

4.2 "Affected Consumer" shall refer to any Consumer who directly or indirectly submitted to the Division up to the Effective Date a written complaint concerning Defendants' business practices that remains unresolved.

4.3 "Attorney General" shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General.

4.4 "CFA" shall refer to the New Jersey Consumer Fraud Act of 1960, as amended, N.J.S.A. 56:8-1 et seq.

4.5 "Consumer" shall refer to any Person, defined in accordance with N.J.S.A. 56:8-1(d), who is offered Merchandise, defined in accordance with N.J.S.A. 56:8-1(c).

4.6 "Customer" shall be defined in accordance with N.J.S.A. 56:8-120 and N.J.A.C. 13:45D-1.3.

4.7 "Division" or "Division of Consumer Affairs" shall refer to the New Jersey Division of

Consumer Affairs.

- 4.8 “Do Not Call Law” refers to the Telemarketing Do Not Call Law, N.J.S.A. 56:8-119 et seq.
- 4.9 “Do Not Call Regulations” refers to the regulations promulgated under the Do Not Call Law, N.J.A.C. 13:45D-1.1 et seq.
- 4.10 “Existing Customer” shall be defined in accordance with N.J.A.C. 13:45D-1.3.
- 4.11 “Home Improvement” shall be defined in accordance with N.J.A.C. 13:45A-16.1.
- 4.12 “Home Improvement Contract” shall be defined in accordance with N.J.A.C. 13:45A-16.1.
- 4.13 “Home Improvement Regulations” mean the Regulations Governing Home Improvement Practices, N.J.A.C. 13:45A-16.1 et seq.
- 4.14 “No Telemarketing Call List” shall be defined in accordance with N.J.S.A. 56:8-120 and N.J.A.C. 13:45D-1.3.
- 4.15 “Person” shall be defined in accordance with N.J.S.A. 56:8-1(d).
- 4.16 “Represent” means to state or imply through claims, statements, questions, conduct, graphics, symbols, lettering, formats, devices, language, documents, messages, or any other manner or means by which meaning might be conveyed. This definition applies to other forms of the word “Represent” including, without limitation, “Representation”.
- 4.17 “Restitution” shall refer to all methods undertaken by Defendants to resolve Consumer complaints including, but not limited to, the issuance of refunds or the reversal of credit card or debit card charges.
- 4.18 “Seller” shall be defined in accordance with N.J.A.C. 13:45D-1.3.
- 4.19 “State” shall refer to the State of New Jersey.
- 4.20 “Telemarketer” shall be defined in accordance with N.J.S.A. 56:8-120 and N.J.A.C. 13:45D-

1.3.

4.21 "Telemarketing Sales Call" shall be defined in accordance with N.J.S.A. 56:8-120 and N.J.A.C. 13:45D-1.3.

4.22 "Unsolicited Telemarketing Sales Call" shall be defined in accordance with N.J.S.A. 56:8-120 and N.J.A.C. 13:45D-1.3.

5. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

5.1 Defendants shall not engage in any unfair or deceptive acts or practices in the conduct of business in the State and shall comply with such applicable State and/or Federal laws, rules and regulations as now constituted or as may hereafter be amended including, but not limited to, the CFA, the Do Not Call Law, the Do Not Call Regulations and the Home Improvement Regulations.

5.2 Defendants shall not make or cause to be made an Unsolicited Telemarketing Sales Call to a Customer or otherwise engage in Telemarketing to a Customer unless the Defendants are registered with the Division as a Telemarketer, in accordance with the Do Not Call Law, N.J.S.A. 56:8-120 et seq. and the Do Not Call Regulations, N.J.A.C. 13:45D-3.1 et seq.

5.3 Defendants shall not make or cause to be made an Unsolicited Telemarketing Sales Call to a Customer or otherwise engage in Telemarketing to a Customer unless the Defendants pay the Telemarketer registration fee, in accordance with N.J.S.A. 56:8-121(b) and N.J.A.C. 13:45D-1.4(a).

5.4 Defendants shall not make an Unsolicited Telemarketing Sales Call to a Customer after three (3) months from the date the Customer's telephone number first appears on the No Telemarketing Call List.

5.5 Defendants, whether operating as a Telemarketer or as a Seller, shall maintain a list of the names and telephone numbers of Existing Customers who have requested not to receive telemarketing sales calls from the Defendants, in accordance with N.J.A.C. 13:45D-3.9(a) and (d).

5.6 For any Existing Customer who requests not to receive Telemarketing Sales Calls, Defendants, whether operating as a Telemarketer or as a Seller, shall remove the Customer from Defendants' calling list and take other necessary affirmative steps to cease Telemarketing Sales Calls to the Customer, in accordance with N.J.A.C. 13:45D-3.9(b) and (d).

5.7 For any Telemarketer who makes Telemarketing Sales calls on Defendants' behalf, Defendants shall provide the Telemarketer with the list of Existing Customers who have requested not to receive Telemarketing Sales Calls from Defendants, in accordance with N.J.A.C. 13:45D-3.9(e).

5.8 If Defendants engage in Telemarketing to Customers, Defendants shall maintain Telemarketing information, in accordance with N.J.A.C. 13:45D-3.10.

5.9 If Defendants engage in Telemarketing to Customers, Defendants shall establish and implement written procedures to comply with the requirements of the the Do Not Call Law and the Do Not Call Regulations, as required by N.J.A.C. 13:45D-3.11.

5.10 If Defendants engage in Telemarketing to Customers, Defendants shall train employees in Telemarketing rules and procedures, as required by N.J.A.C. 13:45D-3.11.

5.11 Defendants shall not operate under the name "Neighborhood Preservation Program, Inc." or any other name which implies that Defendants are a branch of, or associated with, the Division of Housing and Community Resources or any other department or agency of the Federal Government, the State or any of the State's political subdivisions, in accordance with N.J.S.A. 56:8-2.1.

5.12 Defendants shall not imply that Defendants are a branch of, or associated with, the Division of Housing and Community Resources or any other branch, department or agency of the Federal Government, the State or any of the State's political subdivisions, in accordance with N.J.S.A. 56:8-2.1.

5.13 Defendants, their owners, officers, employees and agents including, without limitation,

Samuel Buccelli and Sidney Ahrens shall not engage in the practice of Home Improvement Contracting, without obtaining proper registration in accordance with the Contractors' Registration Act, N.J.S.A. 56:8-136 et seq. and the Home Improvement Registration Regulations, N.J.A.C. 13:45A-17 et seq. Notwithstanding the foregoing, nothing in this Final Consent Judgment shall constitute an endorsement or approval of such registration or limit the Division's authority to consider such licensure application pursuant to law.

5.14 Defendants shall accurately set forth in legible form all terms and conditions of the Home Improvement Contract in accordance with N.J.A.C. 13:45A-16.2(a)(12).

5.15 At or before the time a Home Improvement Contract is executed, Defendants shall provide the Consumer with a copy of all guarantees and warranties with respect to labor services, products or materials furnished in connection with the Home Improvement, as required by N.J.A.C. 13:45A-16.2(a)(11)(i).

5.16 Defendants shall honor all guarantees and warranties on labor services, products or materials provided in connection with a Home Improvement Contract.

5.17 Defendants shall honor three (3) day right of rescission, as provided for in the Home Improvement Contract.

5.18 Defendants shall not submit a financing application on a Consumer's behalf, without the Consumer's prior written consent.

5.19 Before commencing any Home Improvement, Defendants shall ensure that all applicable State and/or local building and construction permits have been issued as required under State laws and ordinances, in accordance with N.J.A.C. 13:45A-16.2((a)10)(i).

5.20 Defendants shall commence all Home Improvements on the date or within the time period

specified in the Home Improvement Contract, as required by N.J.A.C. 13:45A-16.2(a)(7)(ii)..

5.21 Defendants shall complete all Home Improvements on the date or within the time period specified in the Home Improvement Contract, as required by N.J.A.C. 13:45A-16.2(a)(7)(ii)..

5.22 Dates or time periods for the commencement or completion of Home Improvements shall be agreed to by Defendants and the Consumer in writing, as required by N.J.A.C. 13:45A-16.2(a)(12).

5.23 Defendants shall provide Consumers with timely written notice of a delay in the commencement or completion of any Home Improvement due to reasons beyond Defendants' control as well as when the work will begin or be completed, in accordance with N.J.A.C. 13:45A-16.2(a)(7)(iii).

5.24 Defendant shall not inform Consumers that it is the Consumers' responsibility to notify Defendants if any Home Improvement has not been started and/or completed within the time period specified in the Home Improvement Contract nor shall Consumers' failure to so notify Defendants in any way affect Defendants' obligation to start and/or complete Home Improvements within the time period specified in the Home Improvement Contract.

5.25 Defendants shall use and/or install the products or materials specified in the Home Improvement Contract.

5.26 Any changes to the products or materials specified in the Home Improvement Contract shall be agreed to by Defendants and the Consumer in writing, as required by N.J.A.C. 13:45A-16.2(a)(12)(ii).

5.27 Defendants shall inspect all Home Improvement Work performed and shall provide any corrective or remedial work, in accordance with the Home Improvement Contract.

6. AFFECTED CONSUMERS COMPLAINT RESOLUTION

6.1 Attached as Exhibit A is a list prepared by the Division that identifies each Affected Consumer.

6.2 Within fifteen (15) days of the Effective Date, the Division shall notify the Affected Consumers of the following: (a) that Affected Consumer's complaint has been forwarded to Defendants; (b) that he/she should expect a response from Defendants within thirty (30) days; and (c) the right to refer his/her complaint to the ADR Unit for binding arbitration if Defendants dispute the complaint and/or requested relief.

6.3 Within thirty (30) days of the Effective Date, Defendants shall send a written response to the Affected Consumer, with a copy to the following: New Jersey Division of Consumer Affairs, Office of Consumer Protection, Case Management Tracking Supervisor, 124 Halsey Street, P.O. Box 45025, Newark, New Jersey 07101.

6.4 If Defendants do not dispute the Affected Consumer's complaint and requested relief, Defendants' written response shall so inform the Affected Consumer. Defendants shall contemporaneously forward to such Affected Consumer the requested relief. Where Restitution concerns the reversal of credit or debit card charges, Defendants shall include documents evidencing that such adjustments have been made. Where Restitution concerns a refund or other payment, such shall be made by check made payable to the Affected Consumer.

6.5 If Defendants dispute the Affected Consumer's complaint and/or requested relief, Defendants' written response shall include copies of all documents concerning Defendants' dispute of the Affected Consumer's complaint.

6.6 Within forty-five (45) days of the Effective Date, Defendants shall notify the Division as to whether each Affected Consumer's complaint has been resolved. Such notification shall include the following:

- (a) The name and address of the Affected Consumer;

- (b) Whether or not the Affected Consumer's complaint has been resolved;
- (c) An identification of any Restitution provided to the Affected Consumer;
- (d) Copies of all documents evidencing any Restitution;
- (e) In the event the Restitution was returned as undeliverable, the efforts Defendants had undertaken to locate the Affected Consumer; and
- (f) Confirmation that Defendants sent all mailings to the Affected Consumer as required by this Section.

Following the Division's receipt and verification that an Affected Consumer's complaint has been resolved, the complaint shall be deemed closed for purposes of this Consent Judgment.

6.7 If within sixty (60) days of the Effective Date: (a) Defendants have failed to notify the Division that an Affected Consumer's complaint has been resolved; (b) Defendants have notified the Division that an Affected Consumer's complaint has not been resolved; or (c) Defendants notify the Division that the Affected Consumer refuses Defendants' offer of Restitution, the Division shall forward such complaint to the ADR Unit to reach a resolution of the complaint through binding arbitration. State Remodeling and Window Factory agree herein to consent to this arbitration process with respect to the Affected Consumers listed in Exhibit A and to be bound by the arbitrator's decision. United Remodeling and Neighborhood Preservation agree herein to consent to this arbitration process with respect to consumers Michael Johnson and Judith Palmer and to be bound by the arbitrator's decision. United Remodeling and Neighborhood Preservation further agree that they shall be jointly and severally liable for any arbitration award in favor of Michael Johnson and Judith Palmer. Defendants further agree to be bound by the immunity provisions of the New Jersey Arbitration Act, N.J.S.A. 2A:23B-14, and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. as they relate to this arbitration process. The Division shall notify in writing both the Affected Consumer and Defendants' designates of the referral of the Additional Consumer's complaint

to the ADR Unit. Thereafter, the arbitration shall proceed in accordance with the ADR Guidelines (a copy of which is attached as Exhibit B).

6.8 If Defendants fail or refuse to participate in the ADR program, the arbitrator may enter a default against Defendants. Unless otherwise specified in the arbitration award, Defendants shall pay all arbitration awards within thirty (30) days of the arbitrator's decision. Defendants' failure or refusal to participate in the arbitration process or to pay an arbitration award timely shall constitute a violation of this Consent Judgment.

6.9 If an Affected Consumer fails or refuses to participate in the ADR program, that Affected Consumer's complaint shall be deemed closed for purposes of this Consent Judgment.

6.10 Defendants agree to pay all costs associated with the processing and resolution of an Affected Consumer's complaint as they apply to the Affected Consumers identified with respect to each Defendant in paragraph 6.7.

6.11 The Parties may agree in writing to alter any time periods or deadlines set forth in this Section.

6.12 Any liability herein shall be several only as to Defendants, except with respect to any arbitration award in favor of Michael Johnson and Judith Palmer pursuant to paragraph 6.7, for which Defendants shall be jointly and severally liable.

7. SETTLEMENT PAYMENT AS TO STATE REMODELING AND WINDOW FACTORY

7.1 State Remodeling and Window Factory have agreed to a settlement of the Action in the amount of Sixty-Six Thousand Two Hundred Fifty and 00/100 Dollars (\$66,250.00) (the "State Remodeling and Window Factory Settlement Payment").

7.2 The State Remodeling and Window Factory Settlement comprises Twenty-Nine Thousand Two Hundred Fifty and 00/100 Dollars (\$29,250.00) in civil penalties pursuant to N.J.S.A. 56:8-13, and Thirty-Seven Thousand and 00/100 Dollars (\$37,000.00) as reimbursement for the Plaintiffs' attorneys' fees and investigative costs, pursuant to N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19.

7.3 State Remodeling and Window Factory shall pay the amount of Sixteen Thousand Two Hundred Fifty and 00/100 Dollars (\$16,250.00) according to the following schedule:

- (a) State Remodeling and Window Factory shall make one (1) payment of Two Thousand and 00/100 Dollars (\$2,000.00) by May 1, 2009.
- (b) Commencing on June 1, 2009, State Remodeling and Window Factory shall forward One Thousand One Hundred Eighty Seven and 50/100 Dollars (\$1,187.50) on the first (1st) day of each month until May 1, 2010. State Remodeling and Window Factory shall make twelve (12) equal payments totaling Fourteen Thousand Two Hundred Fifty and 00/100 Dollars (\$14,250.00).

7.4 The payments referenced in Section 7.3 shall be made by wire transfer, certified check, cashier's check or Attorney Trust Account Check made payable to the "New Jersey Division of Consumer Affairs" and shall be forwarded to the undersigned:

Jeffrey Koziar, Deputy Attorney General
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
124 Halsey Street- 5th Floor
Newark, New Jersey 07101

7.5 Upon making the payments referenced in Section 7.3, State Remodeling and Window Factory shall be immediately be fully divested of any interest in, or ownership of, the payments made and all interest in the monies, and any subsequent interest or income derived therefrom, shall insure entirely to the benefit of the Plaintiffs pursuant to the terms herein.

7.6 For a period of two (2) years from the Effective Date, Fifty Thousand 00/100 Dollars (\$50,000.00) of the State Remodeling and Window Factory Settlement Payment shall be suspended and shall be automatically vacated on that date provided that State Remodeling and Window Factory:

- (a) Comply with the restraints and conditions set forth in this Consent Judgment;
- (b) Do not engage in any acts or practices in violation of the CFA, the Do Not Call Law, the Do Not Call Regulations, the Home Improvement Regulations, the Contractor Registration Act, the Contractor Registration Regulations and/or any other Consumer protection law of the State;
- (c) Make all Affected Consumer payments as required under Section 6; and
- (d) Makes the payments required under Section 7.3.

7.7 In the event State Remodeling and Window Factory fail to comply with any aspect of this Consent Judgment, the entire suspended amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) shall be immediately due and payable upon notice by the Plaintiffs. In any such notice, however, Plaintiffs shall provide State Remodeling and Window Factory with a fifteen (15) day period within which to cure any defaults.

8. SETTLEMENT PAYMENT AS TO UNITED REMODELING AND NEIGHBORHOOD PRESERVATION

8.1 United Remodeling and Neighborhood Preservation have agreed to a settlement of the Action in the amount of Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500.00) (the "United Remodeling and Neighborhood Preservation Settlement Payment"). This settlement payment is separate and apart from the State Remodeling and Window Factory Settlement Payment.

8.2 The United Remodeling and Neighborhood Preservation Settlement Payment comprises Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) in civil penalties pursuant to and Ten Thousand and 00/100 Dollars (\$10,000.00) as reimbursement for the Plaintiffs' attorneys' fees and

investigative costs, pursuant to N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19.

8.3 Within sixty (60) days of the Effective Date, United Remodeling and Neighborhood Preservation shall pay the amount of Five Thousand and 00/100 Dollars (\$5,000.00).

8.4 For a period of two (2) years from the Effective Date, Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) of the United Remodeling and Neighborhood Preservation Settlement Payment shall be suspended and shall be automatically vacated on that date provided that United Remodeling and Neighborhood Preservation:

- (a) Comply with the restraints and conditions set forth in this Consent Judgment;
- (b) Do not engage in any acts or practices in violation of the CFA, the Do Not Call Law, the Do Not Call Regulations, the Home Improvement Regulations, the Contractor Registration Act, the Contractor Registration Regulations and/or any other Consumer protection law of the State;
- (c) Make all Affected Consumer payments as required under Section 6; and
- (d) Makes the payments required under Section 8.3.

8.5 In the event United Remodeling and Neighborhood Preservation fail to comply with any aspect of this Consent Judgment, the entire suspended amount of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) shall be immediately due and payable upon notice by the Plaintiffs. In any such notice, however, Plaintiffs shall provide United Remodeling and Neighborhood Preservation with a fifteen (15) day period within which to cure any defaults.

8.6 The payment referenced in Section 8.3 shall be made by wire transfer, certified check, cashier's check or Attorney Trust Account Check made payable to the "New Jersey Division of Consumer Affairs" and shall be forwarded to the undersigned:

Jeffrey Koziar, Deputy Attorney General
State of New Jersey

Office of the Attorney General
Department of Law and Public Safety
Division of Law
124 Halsey Street- 5th Floor
Newark, New Jersey 07101

8.7 Upon making the payments referenced in Section 8.3, United Remodeling and Neighborhood Preservation shall be immediately be fully divested of any interest in, or ownership of, the payments made and all interest in the monies, and any subsequent interest or income derived therefrom, shall insure entirely to the benefit of the Plaintiffs pursuant to the terms herein.

9. GENERAL PROVISIONS

9.1 This Consent Judgment is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Consent Judgment.

9.2 This Consent Judgment shall be governed by, construed and enforced in accordance with, the laws of the State.

9.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Judgment and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Judgment.

9.4 This Consent Judgment sets forth the entire agreement between the Parties. Except as otherwise provided herein, this Consent Judgment shall be modified only by a written instrument signed on behalf of the Plaintiffs and Defendants.

9.5 Except as otherwise explicitly provided in this Consent Judgment, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

9.6 If any portion of this Consent Judgment is held invalid or unenforceable by operation of law, the remaining terms of this Consent Judgment shall not be affected.

9.7 This Consent Judgment shall be binding upon the Defendants as well as any entity or device through which they may now or hereafter act, as well as any Persons who have authority to control or who, in fact, control and direct their business.

9.8 This Consent Judgment shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Judgment avoid compliance with this Consent Judgment.

9.9 Nothing in this Consent Judgment shall preclude a right of action by any Person not a Party hereto.

9.10 This Consent Judgment is agreed to by the Parties and entered by the Plaintiffs for settlement purposes only. Neither the fact of, nor any provision contained in, this Consent Judgment nor any action taken hereunder shall constitute, or be construed as: (a) an approval, sanction or authorization by the Attorney General, the Division or any other governmental unit of the State of any act or practice of the Defendants; and (b) an admission by Defendants that any of their acts or practices described in or prohibited by this Consent Judgment are unfair or deceptive or violate any of the Consumer protection laws of the State. This Consent Judgment is not intended, and shall not be deemed, to constitute evidence or precedent of any kind except in: (a) any action or proceeding by one of the Parties to enforce, rescind or otherwise implement or affirm any or all of the terms of this Consent Judgment; or (b) any action or proceeding involving a Released Claim (as defined in Section 11) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

9.11 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this

Consent Judgment may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Judgment.

10. REPRESENTATIONS AND WARRANTIES

10.1 The Parties Represent and warrant that an authorized Representative of each has signed this Consent Judgment with full knowledge, understanding and acceptance of its terms and that the Representative has done so with authority to legally bind the respective Party.

11. RELEASE

11.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Judgment and conditioned on Defendants making the Payments in the manner specified in Sections 6, 7 and 8, Plaintiffs hereby agree to release Defendants from any and all civil claims or Consumer related administrative claims, to the extent permitted by State law, which Plaintiffs could have brought prior to the Effective Date against Defendants for violations of the CFA, the Do Not Call Law, the Do Not Call Regulations and the Home Improvement Regulations as alleged in the Action as well as the matters specifically addressed in this Consent Judgment (the "Released Claims").

11.2 Notwithstanding any term of this Consent Judgment, the following do not comprise Released Claims: (a) private rights of action; and (b) any claims against Defendants by any other agency or subdivision of the State. Nothing, however, shall prevent Defendants from raising the defense of set-off against a Consumer who has received Restitution.

12. DISMISSAL OF ACTION

12.1 The entry of this Consent Judgment terminates this Action and constitutes a dismissal with prejudice of the Action.

13. FORBEARANCE ON EXECUTION AND DEFAULT

13.1 Defendants agree to pay all reasonable attorneys' fees and costs including, but not limited to Court costs, associated with any successful collection efforts by Plaintiffs pursuant to this Consent Judgment.

13.2 State Remodeling and Window Factory agree that if they default on making the State Remodeling and Window Factory Settlement Payment in accordance with Section 7.3, Plaintiffs shall be able to seek any remedies available at law including, but not limited to, statutory interest.

13.3 United Remodeling and Neighborhood Preservation agree that if they default on making the United Remodeling and Neighborhood Preservation Settlement Payment in accordance with Section 8.3, Plaintiffs shall be able to seek any remedies available at law, including but not limited to, statutory interest.

13.4 On the Effective Date and until the Payments have been made in accordance with Sections 7.3 and 8.3, Defendants shall provide Plaintiffs with current addresses as well as telephone and facsimile numbers for service of process in the event of default. Within five (5) days of relocating to a new address or obtaining new telephone or facsimile numbers, Defendants shall provide such information to the Plaintiffs.

13.5 Until the Settlement Payments have been made as provided by Sections 7.3 and 8.3, Defendants shall provide the Plaintiffs with written notification of any proposed change in Defendants' business structure including, but not limited to, dissolution, merger, assignment, bankruptcy filing or sale. Defendants shall provide such notification at least thirty (30) days prior to the effective date of any such change.

13.6 Until the Settlement Payments has been made as set forth in Sections 7.3 and 8.3, the Defendants agree to provide the Plaintiffs with testimony under oath and/or written sworn responses as well as related documents, as Plaintiffs in good faith deem reasonable and necessary, for the purposes of

determining Defendants' financial status and to locate any assets available to the Plaintiffs for execution and seizure to fulfill Defendants' obligations under this Consent Judgment. Defendants also agree to provide such information within fifteen (15) business days of Defendants' receipt of the Plaintiffs' request for such information.

14. PENALTIES FOR FAILURE TO COMPLY

14.1 The Attorney General (or designated representative) shall have the authority to enforce the injunctive provisions of this Consent Judgment or to seek sanctions for violations hereof or both.

14.2 The Parties agree that any future violations of the injunctive provisions of this Consent Judgment, the Do Not Call Law, the Do Not Call Regulations and/or the Home Improvement Regulations by Defendants shall constitute a second or succeeding violation pursuant to N.J.S.A. 56:8-13 and that Defendants may be liable for enhanced civil penalties as provided therein upon a Court's finding that Defendants has committed a violation of the injunctive provisions of this Consent Judgment, the Do Not Call Law, the Do Not Call Regulations and/or the Home Improvement Regulations.

15. COMPLIANCE WITH ALL LAWS

15.1 Except as provided in this Consent Judgment, no provision herein shall be construed as:

- (a) Relieving Defendants of their obligation to comply with all State and Federal laws, regulations, or rules, or as granting permission to engage in any acts or practices prohibited by such laws, regulations or rules; or
- (b) Limiting or expanding any right Plaintiffs may otherwise have to obtain information, documents or testimony from Defendants pursuant to any State or Federal law, regulation or rule, or limiting or expanding any right Defendants may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by Plaintiffs to obtain such information, documents or testimony.

16. NOTICES UNDER THIS CONSENT JUDGMENT

16.1 Except as otherwise provided herein, any notices or other documents required to be sent to

Plaintiffs or Defendants pursuant to this Consent Judgment shall be sent by United States mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

- a. All notices directed to Plaintiffs shall be sent to:

Jeffrey Koziar, Deputy Attorney General
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
124 Halsey Street - 5th Floor
Newark, New Jersey 07101

- b. All notices directed to Defendant State Remodeling and Defendant Window Factory

shall be sent to:

Savino J. Russoniello, Jr., Esq.
622 Eagle Rock Avenue
West Orange, New Jersey 07052

- c. All notices directed to Defendant United Remodeling and Defendant Neighborhood

Preservation shall be sent to:

Carmine D. Campanile, Esq.
600 South Livingston Avenue
Suite 206
Livingston, New Jersey 07039

IT IS ON THE 30 DAY OF APRIL, 2009 SO ORDERED, ADJUDGED AND
DECREED.



HON. JOHN E. MALONE, P.J.Ch.

JOINTLY APPROVED AND

SUBMITTED FOR ENTRY:

FOR THE PLAINTIFFS:

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: Jeffrey Koziar
Jeffrey Koziar
Deputy Attorney General

Dated: 4/15, 2009

124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
(973) 648-7819

FOR STATE REMODELING AND WINDOW FACTORY:

By: _____
Savino J. Russoniello, Esq.

Dated: _____, 2009

622 Eagle Rock Avenue
West Orange, New Jersey 07052
(973) 325-0020

By: _____
(Name)

Dated: _____, 2009

FOR UNITED REMODELING AND NEIGHBORHOOD PRESERVATION:

By: _____
Carmine D. Campanile, Esq.

Dated: _____, 2009

600 South Livingston Avenue

SUBMITTED FOR ENTRY:

FOR THE PLAINTIFFS:

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: _____
Jeffrey Koziar
Deputy Attorney General

Dated: _____, 2008

124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
(973) 648-7819

FOR STATE REMODELING AND WINDOW FACTORY:

By: _____
Savino J. Russoniello, Esq.
622 Eagle Rock Avenue
West Orange, New Jersey 07052
(973) 325-0020

Dated: 4/8/09, ~~2008~~

By: 
(Name) Sam Buccelli

Dated: 2/1, 2008

FOR UNITED REMODELING AND NEIGHBORHOOD PRESERVATION:

By: _____
Carmine D. Campanile, Esq.

Dated: _____, 2008

600 South Livingston Avenue

SUBMITTED FOR ENTRY:

FOR THE PLAINTIFFS:

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: _____
Jeffrey Koziar
Deputy Attorney General

Dated: _____, 2008

124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
(973) 648-7819

FOR STATE REMODELING AND WINDOW FACTORY:

By: _____
Savino J. Russoniello, Esq.

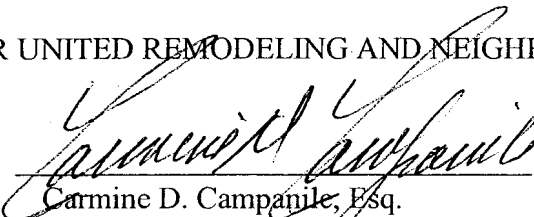
Dated: _____, 2008

622 Eagle Rock Avenue
West Orange, New Jersey 07052
(973) 325-0020

By: _____
(Name)

Dated: _____, 2008

FOR UNITED REMODELING AND NEIGHBORHOOD PRESERVATION:

By: 
Carmine D. Campanile, Esq.

Dated: 4/3/2009, ~~2008~~

600 South Livingston Avenue

Suite 206
Livingston, New Jersey 07039
(973) 533-1144

By: *[Signature]*
(Name) SIDNEY ARBENS Pres.

Dated: 4-03-2009