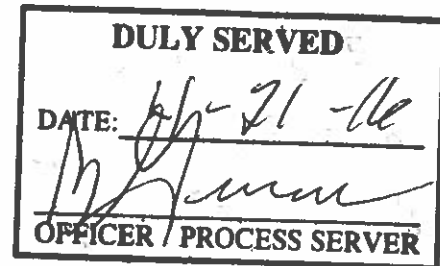


New Jersey Attorney ID#: 029371985
Paul N. Mirabelli, Esq.
3400 Hwy 35, Suite 3
Hazlet, New Jersey 07730
(732)264-3880
Attorney for Plaintiff



Champion Contracting
Corporation

Plaintiff,

v.

Monmouth County SPCA and
NG Solutions LLC

Defendant

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: Family Part
MIDDLESEX COUNTY

Docket No.: MID-L-01764-16

Civil Action

SUMMONS

THE STATE OF NEW JERSEY, TO THE ABOVE-NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED in a Civil Action in the Superior Court of New Jersey, instituted by the above-named plaintiff, and required to serve upon the plaintiff, whose name and office address appears above, either (1) an answer to the annexed Complaint, or (2) a general appearance in accordance with R. 5:4-3 (a), within thirty-five (35) days after the service of the Summons and Complaint upon you, exclusive of the day of service. If you fail to answer, or fail to file a general appearance in accordance with R. 5:4-3 (a), judgment by default may be rendered against you for the relief demanded in the Complaint. You shall promptly file your answer or your general appearance and proof of service thereof with the County Family Division, 120 New Street, New Brunswick, New Jersey 08903 in accordance with the rules of civil practice and procedure.

If you cannot afford to pay an attorney, call a Legal Service Office. An individual not eligible for free legal assistance may obtain a referral to an attorney by calling a county lawyer referral service. A list of legal services offices and county lawyer referral services is provided for your convenience.

If you are not a resident of the State of New Jersey, you must call the numbers for the county in which this action is pending. The numbers in which this action is pending are: Lawyer Referral Service (732) 828-0053, and Legal Services (732) 249-7600.

Dated:

Michelle M. Smith / s/
Clerk of the Superior Court

Name of Defendant to be Served: Monmouth County SPCA
Address for Service: 260 Wall Street, Eatontown, New Jersey 07724

New Jersey Attorney ID#: 029371985
Paul N. Mirabelli, Esq.
3400 Hwy 35, Suite 3
Hazlet, New Jersey 07730
(732)264-3880
Attorney for Plaintiff

FILED & RECEIVED #3

2016 MAR 21 A 11:48

CIVIL OFFICE
MIDDLESEX VICINAGE

Champion Contracting
Corporation

Plaintiff,

vs.

Monmouth County SPCA and
NG Solutions LLC,

Defendants

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MIDDLESEX COUNTY

Docket No.: **MID-L-01764 16**

Civil Action

COMPLAINT

Plaintiff, Champion Contracting Corporation, (hereinafter referred to as "Plaintiff") by way of Complaint against Defendant, Monmouth County SPCA, Inc. (hereinafter referred to as "SCPA") and Defendant, NG Solutions LLC (hereinafter referred to as "NG") says:

Facts Common to All Counts

1. At all relevant times, Plaintiff is a corporation doing business at 61 Old Amboy Road, Old Bridge, New Jersey.

2. At all relevant times, Defendant SPCA is a non-profit corporation which does business at and owns property located at 260 Wall Street, Lot 3, Block 3901 Eatontown, Monmouth County, New Jersey (hereinafter referred to as "the property").

3. Defendant NG is a Delaware Limited Liability Corporation whose headquarters are located at 364 Summit Avenue, Hackensack, New Jersey.

4. On or about April 16, 2015, Plaintiff and Defendant NG entered into a written Sub Contractors Agreement which is attached hereto as Exhibit A and which is incorporated by reference as if set forth at length herein (hereinafter referred to as "the Contract").

5. The Contract provided that Plaintiff would provide services, material and labor for masonry and site work, installation of a roof system and installation of a split block work at the property in exchange for the payment of \$126,172.00. In addition, Defendant NG requested that Plaintiff provide services, material and labor for additional work in the amount of \$47,267.39 which is set forth on Exhibit B which is attached to the Complaint and which is incorporated by reference as if set forth at length herein.

6. Thereafter Plaintiff proceeded and completed the work except a minor punch list and furnished the required labor services and materials. Therefore prior to November 1, 2015, Plaintiff duly performed all the conditions of the Contract on its part and completed the work which was duly accepted by the Defendant NG.

7. All work was completed except for a minor punch list a) in a timely fashion, b) in a professional and workmanlike fashion, c) in accordance with the specifications contained in the Contract. All work was inspected and approved by the Eatontown Township Building Department and Defendant NG.

8. Defendant NG has paid on account of the Contract and the additional work requested the sum of \$123,810.19 to date to the Plaintiff. The balance owed to the Plaintiff is \$49,629.20 which is now due and owing from the Defendant NG.

9. Plaintiff has demanded payment and Defendant NG has refused to pay any part of the outstanding balance.

COUNT ONE
(Breach of Contract)

1. Plaintiff repeats, reiterates and realleges each and every allegation contained in the preceding paragraphs of this Complaint and incorporates the same herein as if the same were set forth herein at length.

2. Defendant NG breached the agreement by failing to pay Plaintiff for the work that they completed.

3. As a result of breach of the agreement by Defendant NG as aforesaid, Plaintiff has been damaged and continues to be damaged.

WHEREFORE, Plaintiff demands judgment against the Defendant NG as follows:

- (1) For compensatory, consequential and punitive damages;
- (2) For attorneys fees and costs of suit; and
- (3) For such further and additional relief that the Court deems equitable, proper and just.

SECOND COUNT
(Breach of Contract of Good Faith and Fair Dealing)

1. Plaintiff repeats, reiterates and realleges each and every allegation contained in the preceding paragraphs of this Complaint and First Count of the Complaint and incorporates the same herein as if the same were set forth herein at length.

2. Defendant NG has breached the implied covenants of good faith and fair dealing.

3. As a result, Plaintiff have been damaged and continues to be damaged.

WHEREFORE, Plaintiff demand judgment against the Defendant NG as follows:

- (1) For compensatory, consequential and punitive damages;
- (2) For attorneys fees and costs of suit; and
- (3) For such further and additional relief that the Court deems equitable, proper and just.

THIRD COUNT
(Unjust Enrichment)

1. Plaintiff repeat, reiterates and realleges each and every allegation contained in the preceding paragraphs of this Complaint and the First and Second Counts of this Complaint and

incorporate the same herein as if the same were set forth herein at length.

2. At all relevant times, the Plaintiff was a duly licensed builder and contractor doing business as Champion Contracting Corporation.

3. On or about April 16, 2015 and other dates, the Defendant NG and the Defendant SPCA requested the Plaintiff to do certain work and furnish labor and materials to the Defendant in connection with a building at 260 Wall Street, Lot 3, Block 3901, Eatontown, Monmouth County, New Jersey which is owned by the Defendant SPCA.

4. In compliance with said request, the Plaintiff did perform work and supply labor and materials. The fair and reasonable price for the work performed by the Plaintiff from April 16, 2015 to November 1, 2015 and for the materials furnished is \$173,439.39.

5. The Defendant NG has paid \$123,810.19 on account, but has neglected and refused to pay the balance due of \$49,629.20.

WHEREFORE, Plaintiff demand judgment against the Defendant NG and Defendant SPCA as follows:

- (1) For compensatory, consequential and punitive damages;
- (2) For attorneys fees and costs of suit; and
- (3) For such further and additional relief that the Court deems equitable, proper and just.

FOURTH COUNT
(Book Account)

1. The Plaintiff repeat, reiterates and realleges each and every allegation contained in the preceding paragraphs of this Complaint and the First, Second and Third Counts of the Complaint and incorporates the same herein as if the same were set forth herein at length.

2. There is due from the Defendant NG the sum of \$49,629.00, on a certain book account, a true copy of which is annexed hereto as Exhibit B. Payment has been demanded and has not been made.

WHEREFORE, Plaintiff demand judgment against the Defendant NG as follows:

- (1) For compensatory damages in the amount of \$62,717.54;
- (2) For attorneys fees and costs of suit; and
- (3) For such further and additional relief that the Court deems equitable, proper and just.

FIFTH COUNT

1. The Plaintiff repeat, reiterates and realleges each and every allegation contained in the preceding paragraphs of

this Complaint and the First, Second, Third and Fourth Counts of this Complaint and incorporate the same herein as if the same were set forth herein at length.

2. The Plaintiffs sue the Defendant NG and Defendant/SPCA for goods sold and delivered and/or services rendered by the Plaintiff to the Defendant NG, upon the promise by the Defendant NG to pay the agreed amount as set forth in Exhibit "B" annexed hereto. Payment has been demanded and has not been made.

WHEREFORE, Plaintiff demand judgment against the Defendant NG as follows:

- (1) For compensatory damages in the amount of \$62,717.54;
- (2) For attorneys fees and costs of suit; and
- (3) For such further and additional relief that the Court deems equitable, proper and just.

SIXTH COUNT

1. The Plaintiff repeat, reiterates and realleges each and every allegation contained in the preceding paragraphs of this Complaint and the First, Second, Third, Fourth and Fifth Counts of this Complaint and incorporate the same herein as if the same were set forth herein at length.

2. The Plaintiff sued the Defendant NG for the reasonable value of goods sold and delivered, and/or services rendered by the Plaintiff to the Defendant NG upon the promise of the

Defendant NG to pay a reasonable price for the same, as set forth in Exhibit "B" annexed hereto. Payment has been demanded and has not been made.

WHEREFORE, Plaintiff demand judgment against the Defendant NG as follows:

- (1) For compensatory damages in the amount of \$62,717.54;
- (2) For attorneys fees and costs of suit; and
- (3) For such further and additional relief that the Court deems equitable, proper and just.

SEVENTH COUNT

1. At the times hereinafter mentioned, the Defendant SPCA was the owner of 260 Wall Street, Lot 3, Block 3901, Eatontown, Monmouth County, New Jersey.

2. Based upon information and belief, prior to April 16, 2015, the Defendant NG a building contractor, contracted in writing with the aforesaid Defendant SPCA to erect and construct a building and other work and improvements on the property.

3. Between April 16, 2015 and November 1, 2015, the Plaintiff sold and delivered to the Defendant NG, the building contractor, for use in the erection and construction of the said building and improvements, the materials, services and labor set forth on Exhibits A and B annexed hereunto, and the said Defendant NG then and there expressly agreed to pay to the

Plaintiff the prices set forth on Exhibits A and B attached hereto.

4. The aforesaid materials, labor and services so sold and delivered to the Defendant/NG were used in the erection construction and improvement at the property.

5. The Defendant NG has not paid the sum of \$49,629.20 or any part thereof, and the whole of the said sum is still due and owing to the Plaintiff by the said Defendant NG.

6. On February 4, 2016, the Plaintiff filed a construction lien claim in the office of the County Clerk of the County of Monmouth which was entered in Book: OR9151 Page 2917 against the above described property of the Defendant SPCA.

7. The aforesaid debt is a lien on the above described property by virtue of the provisions of the Construction Lien Law of this State, being N.J.S.A. 2A:44A-1 et. seq.

8. On or about February 20, 2016, said filed Construction Lien Claim was served on the Defendant SPCA by certified mail return receipt requested.

WHEREFORE, Plaintiff demands judgment against the Defendant NG and Defendant SPCA as follows:

(1) Against the Defendant NG, generally, for the sum of \$49,629.20, together with interest, attorney fees and the costs of this action.

(2) Specially against the Defendant SPCA, adjudging that the Plaintiff is entitled to a lien against the aforesaid land and building on the property in the sum of \$49,629.20, together with interest, attorney fees and the costs of this action, and ordering that the said sum shall be made of and from the said land and building.

PLEASE TAKE NOTICE that, pursuant to Rule 4:25-4, notice is hereby given that Paul N. Mirabelli, is designated as trial counsel in the above matter.

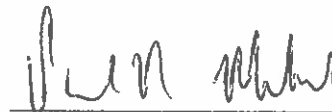
CERTIFICATION

The undersigned hereby certifies that the matter in controversy is not the subject of any other court action or arbitration proceeding, now pending or contemplated, and that no other parties should be joined in this action.

I certify that the foregoing statements made by me are true to the best of my knowledge. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

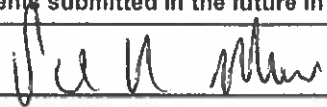
Dated:

3/15/16



PAUL N. MIRABELLI, ESQ.

Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS) Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed		FOR USE BY CLERK'S OFFICE ONLY PAYMENT TYPE: ☐ CK ☐ CG ☐ CA CHG/CK NO. AMOUNT: OVERPAYMENT: BATCH NUMBER:	
	ATTORNEY/PRO SE NAME Paul N. Mirabelli, Esq.		TELEPHONE NUMBER (732) 264-3880	
	COUNTY OF VENUE Middlesex		DOCKET NUMBER (When available) MDL-01764-10	
	FIRM NAME (if applicable)		OFFICE ADDRESS 3400 Highway 35, Suite 3 Hazlet, New Jersey 07730	
NAME OF PARTY (e.g., John Doe, Plaintiff) Champion Contracting Corporation		CAPTION Champion Contracting Corporation vs. Monmouth County SPCA and NG Solutions LLC		
CASE TYPE NUMBER (See reverse side for listing) 502 and 305	HURRICANE SANDY RELATED? ☐ YES ☒ NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? ☐ YES ☒ NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		
RELATED CASES PENDING? ☐ YES ☒ NO		IF YES, LIST DOCKET NUMBERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? ☐ YES ☒ NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) ☐ NONE ☐ UNKNOWN		
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE				
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION				
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? ☒ YES ☐ NO		IF YES, IS THAT RELATIONSHIP: ☐ EMPLOYER/EMPLOYEE ☐ FRIEND/NEIGHBOR ☐ FAMILIAL ☒ BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? ☐ YES ☒ NO				
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION				
DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? ☐ YES ☒ NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION		
WILL AN INTERPRETER BE NEEDED? ☐ YES ☒ NO		IF YES, FOR WHAT LANGUAGE?		
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 <i>Rule 1:38-7(b)</i> .				
ATTORNEY SIGNATURE: 				

MIDDLESEX VICINAGE CIVIL DIVISION
P O BOX 2633
56 PATERSON STREET
NEW BRUNSWICK NJ 08903-2633

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (732) 519-3728
COURT HOURS 8:30 AM - 4:30 PM

DATE: MARCH 22, 2016
RE: CHAMPION CONTRACTING CORP VS MONMOUTH COUNTY SPCA
DOCKET: MID L -001764 16

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 1.

DISCOVERY IS 150 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON JAMIE D. HAPPAS

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002
AT: (732) 519-3737 EXT 3737.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: PAUL N. MIRABELLI
MIRABELLI PAUL N
3400 HIGHWAY 35
SUITE 3 PO BOX 378
HAZLET NJ 07730

JUMPE