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ROCK RIDGE CONSTRUCTION
MANAGEMENT, LLC,

SUPERIOR COURT OF NEW JERSEY
BERGEN COUNTY: LAW DIVISION

Plaintiff,

DOCKET NO.

-against-

CIVIL ACTION

ILYA KOVALCHUK,

COMPLAINT

Defendants.

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Plaintiff, Rock Ridge Construction Management, LLC (“Plaintiff”) states as follows for its complaint against defendant Ilya Kovalchuck (“Defendant”):

PARTIES

1. Plaintiff is a limited liability company with its principal place of business 64 North Summit Street, Suite 200, Tenafly, NJ 07670.

2. Plaintiff is a duly licensed home builder and home improvement contractor, holding valid and current license numbers 13VH03603100 (Home Improvement Contractor) and 041651 (Home Builder).

3. Defendant is an individual who owns the residentially zoned real property located at 10 Frick Drive, Alpine, NJ, Block 55, Lot 24.01 (the “Property”).

4. Defendant resides at, or has an agent for the service of process located at c/o Steven B. Trax, MTX Wealth Management, LLC, 11710 Plaza America Drive, Suite 1010, Reston, VA 20190.

5. At all relevant times, Defendant was a citizen and resident of the State of New Jersey, Bergen County.

6. Defendant is a Russian professional ice hockey player ,who formerly played professional ice hockey in the National Hockey League.

JURISDICTION AND VENUE

7. All parties are, or were at all relevant times, residents of Bergen County New Jersey, and all transactions giving rise to the causes of action set forth herein occurred in Bergen County, New Jersey.

8. As detailed below, the written agreement between Plaintiff and Defendant provides that any disputes between the parties relating to the agreement be settled and brought in the Courts of the State of New Jersey, County of Bergen.

FACTS

9. This is an action to enforce the terms of a written construction management agreement between plaintiff and defendant which Defendant flagrantly breached.

10. By written agreement dated June 2019 (the “Agreement”), Defendant engaged Plaintiff to act as the replacement construction manager to complete the construction of a new single family home on the Property for which construction had been partially completed by a previous contractor.

11. The Agreement provides, in relevant part, that:

- (a) Defendant shall pay to Plaintiff a Management Fee equal to seventeen percent (17%) of the cost of the work managed by Plaintiff, which work was estimated to cost \$1,200,000 – resulting in a Management Fee equal to \$204,000;

- (b) Defendant was to pay Plaintiff \$15,000 upon execution of the Agreement toward the Management Fee, which Defendant did pay;
- (c) Commencing in the first month after Work on the Project commences, Defendant was to pay Plaintiff a Management Fee of \$18,900 per month for ten months;
- (d) Upon notice and after a ten (10) day written demand for cure, Plaintiff could stop work or terminate the Agreement if Defendant failed to timely pay Plaintiff any portion of the Management Fee;
- (e) In the event of a termination by Plaintiff, the Defendant must pay Plaintiff the amount of the Management Fee earned until the date of termination, plus Plaintiff's lost profits in completing the project;
- (f) The prevailing party in any legal proceeding may recover its attorneys' fees and costs; and
- (g) Exclusive venue for any disputes is in Bergen County, New Jersey.

12. Plaintiff commenced the Work on July 10, 2019.

13. Defendant breached the Agreement by (a) failing to pay the Management Fee when due, and (b) engaging another contract – without Plaintiff's knowledge or consent – to perform the work which is the subject of the Agreement.

14. By written notice dated December 28, 2020, Plaintiff duly noticed Defendants' defaults.

15. To date, Defendant has not cured any of the defaults.

16. By written notice dated March 12, 2021, Plaintiff duly noticed the termination of the Agreement.

17. Defendant owes Plaintiff the full Management Fee of \$204,000, less payments made to date of \$20,000, leaving a total due of \$184,000.

FIRST CAUSE OF ACTION
(Breach of Contract)

18. Plaintiff repeats, reiterates and realleges the allegations set forth above.

19. As a result of the foregoing, Defendant breached the Agreement.

20. As a result of Defendant's breach of the Agreement, Plaintiff has been damaged in an amount to be determined at trial, but not less than \$184,000 plus interest, plus Plaintiff's attorneys' fees and court costs.

SECOND CAUSE OF ACTION
(Unjust Enrichment)

21. Plaintiff repeats and reiterates the allegation set forth above.

22. As a result of the foregoing, Defendant has been unjustly enriched at Plaintiff's expense for amounts and value to which Defendant has no legal or equitable right.

23. As a result, Plaintiff has been damaged in an amount to be determined at trial, but not less than \$184,000 plus interest, plus Plaintiff's attorneys' fees and court costs.

WHEREFORE, Plaintiff respectfully requests a money judgment to be entered against Defendant in an amount to be determined at trial, but not less than \$184,000, plus interest, plus Plaintiff's attorneys' fees and court costs and such other and further amounts and forms of relief as to the Court seems just and proper.

Dated: April 13, 2021
Englewood Cliffs, NJ

KAPLAN LEVENSON P.C.
Attorneys for Plaintiff

By: 

STEVEN M. KAPLAN

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, plaintiff hereby designates Steven M. Kaplan, Esq. as trial counsel in this matter.

CERTIFICATION PURSUANT TO RULE 4:5-1

I hereby certify that pursuant to R. 4:5-1, this matter in controversy is not the subject of any other action pending in any other Court or arbitration proceeding, and that no other action or arbitration proceeding is contemplated at this time. I further certify that I am unaware of any other party who must be joined in this litigation at this time.

Dated: April 13, 2021



STEVEN M. KAPLAN