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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY
DOCKET NO. MRS-L-

ROBERT SALEH, Plaintiff, vs. **MEIJER CONSTRUCTION, INC., ROBERT MEIJER, MICHELLE SHEHADI** and **NANCY TOBIN d/b/a WASHINGTON AND PARK,** Defendants.	**CIVIL ACTION** **COMPLAINT AND JURY DEMAND**

Plaintiff, Robert Saleh, by way of Complaint against Defendants, Meijer Construction, Inc., Robert Meijer, Michelle Shehadi, and Nancy Tobin (collectively, "Defendants"), through his undersigned counsel, alleges and says:

THE PARTIES

1. Plaintiff, Robert Saleh, is an individual residing in Morris County, New Jersey.

2. Defendant, Meijer Construction, Inc. ("Meijer Construction"), is a New Jersey corporation with a place of business at 124 Kent Place Blvd., Summit, NJ 07901.

3. Defendant, Robert Meijer, is an individual residing at 124 Kent Place Blvd., Summit, NJ 07901.

4. Defendant, Nancy Tobin, is an individual with an address at 1 Park Lane, Madison, NJ 07940.

5. Defendant, Michelle Shehadi, is an individual with an address at 193 Washington Avenue, Chatham, NJ 07928.

6. Ms. Tobin and Ms. Shehadi are sole proprietors in the business of selling and conducting home improvements, and providing remodeling and renovation designs, which they call "Washington and Park."

BACKGROUND

7. In January 2021, the New York Jets National Football team announced that the team had hired Robert Saleh, the former San Francisco 49ers defensive coordinator, as their new head football coach.

8. Along with the great responsibility that Mr. Saleh took on as the new head football coach, Mr. Saleh needed to relocate his family. Accordingly, Mr. Saleh sought out a new home for himself, his wife, and their seven young children in the New York Metropolitan area.

9. With the assistance of a realtor, the Saleh family ultimately found a property located in Morris County.

10. The home is within a planned development and thus the property is subject to rules and regulations of a homeowner's association.

11. On April 13, 2021, the Saleh family closed on the purchase of their new home.

12. Mr. Saleh and his family were interested in performing some limited renovations at their new home.

13. Mr. Saleh has no construction background and has never been directly involved with a renovation project.

14. As such, about or about the time of the purchase, the realtor introduced Mr. Saleh to Mr. Meijer and Meijer Construction, as a builder, and Ms. Tobin and Ms. Shehadi d/b/a Washington and Park, as individuals in the business of selling and conducting home improvements, and providing remodeling and renovation designs.

15. Relying on the expertise and credentials as presented by the Defendants, Mr. Saleh agreed to work with them on home improvements relating to the design, remodeling, and renovation of his family's new home.

16. By letter agreement dated March 28, 2021, Mr. Saleh formally retained Ms. Tobin and Ms. Shehadi, d/b/a Washington + Park, to select and purchase furniture and create "built-in designs" for various aspects of the home, among other things.

17. At no point in time did Meijer Construction (or Mr. Meijer) and Mr. Saleh enter into, or sign, a written contract.

18. At the time, it was widely and publicly reported that Mr. Saleh signed a multi-million-dollar contract with the Jets to become its new head football coach.

19. As is now clear and is summarized further below, over the next several months, Defendants preyed upon Mr. Saleh and his presumed wealth, and his intense focus on his new job as head football coach, by undertaking a series of shoddy, fraudulent, incomplete and defective renovations in the Saleh's home, without permits, without insurance, and in most cases without a signed contract or agreement by Mr. Saleh, and otherwise gouged Mr. Saleh with excessive invoicing and billings.

20. As a result of Defendants' individual and collective fraud, negligence and bad faith, Mr. Saleh and his family are currently unable to live in their new home, and instead have been forced to seek out temporary housing and hire replacement designers and contractors to correct, complete, and/or redo the deficient work conducted by Defendants, all at great cost and expense to Mr. Saleh and his family.

21. Meijer Construction is registered as a home improvement contractor in the State of New Jersey under License No. 13VH02364100.

22. As a home improvement contractor in the State of New Jersey, Meijer Construction is governed by the New Jersey Consumer Fraud Act, *N.J.S.A.* 56:8-1 *et seq.* (the "CFA"), and more specifically the Contractors' Registration Act, *N.J.S.A.* 56:8-136 to -152 (the "CRA"), and its implementing regulations, *N.J.A.C.* 13:45A–16.1 to –16.2.

23. A major purpose of these regulations is to provide objective assurances of the terms and criteria according to which home-improvement work should be done. *Cox v. Sears Roebuck & Co.*, 138 N.J. 2, 16 (1994). Accordingly, the regulations "set forth a variety of acts or omissions that, by definition, 'shall be unlawful,' and that therefore constitute violations of the CFA." *Allen v. V & A Bros., Inc.*, 208 N.J. 114, 128–29 (2011).

24. Among other things, the regulations require that: (i) 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 and signed by the parties thereto, including a description of the work to be done and the principal products and materials to be used or installed in the performance of the contract; (ii) no home improvement contractor shall commence work until he/she/it is sure that all applicable state or local building and construction permits have been issued as required under state laws and local ordinances; (iii) the dates or time period within which the work is to begin and be completed by the home improvement contractor shall be set for in the signed contract; and (iv) home improvement contractors shall be insured and provide proof of insurance to the homeowner at the time of contracting.

25. Despite engaging in the sale and provision of home improvements, neither Ms. Tobin, Ms. Shehadi nor Washington and Park are licensed home improvement contractors, certified interior designers, or architects in the State of New Jersey.

26. As summarized further below, Defendants violated each and every one of the above regulations, and many more, during the course of their work in connection with the Saleh residence, and otherwise acted fraudulently, negligently and in bad faith.

27. Initially, Mr. Saleh only intended to renovate a carriage house on the property and the home's basement.

28. After being introduced to Defendants, however, Mr. Saleh was convinced by Defendants to expand the scope of work to include a renovation of the home's kitchen, and additional work on the first and second floors of the home. Defendants represented that, once the

basement renovation was complete, the Saleh family could temporarily reside in the basement while the work upstairs was completed.

29. At all times, Defendants were aware that Mr. Saleh was targeting early September—prior to the start of the 2021 regular football season—as a completion date for all improvements.

30. At all times, Defendants represented to Mr. Saleh that the proposed renovations, even with the additional scope sold to him by Defendants, could be completed in this timeframe.

31. Had Mr. Saleh known that the proposed renovations could not be completed in this timeframe, he would not have entertained the additional scopes of work sold to him by Defendants.

32. At no point in time did any of the Defendants apply for or receive permits for work done at the home, nor did they advise Mr. Saleh that permits were required before any work commenced.

33. Defendants generally did not prepare designs or drawings for the work to be performed in Mr. Saleh's home, nor did they generally advise Mr. Saleh that designs or drawings should be prepared before any work commenced.

34. Meijer Construction initially began renovating an approximately 1,000 SF room in the carriage house.

35. Mr. Saleh then authorized Meijer Construction to commence renovations in the basement, in spite of the carriage house-related work remaining incomplete (yet paid for in full by Mr. Saleh).

36. After Defendants convinced Mr. Saleh to redo the kitchen on the first floor, Ms. Tobin and Ms. Shehadi represented to Mr. Saleh that in order to ensure timely scheduling and completion of custom kitchen cabinetry, Mr. Saleh needed to pay a deposit of $23,500 to preserve the intended schedule. In reliance on these representations, on or about June 24, 2021, Mr. Saleh paid the deposit.

37. By late June 2021, however, work in the basement was still incomplete.

38. At or about the same time, Mr. Meijer suggested that Mr. Saleh and his family go away for at least two weeks, during which time, Meijer Construction could and would complete the basement renovation. Mr. Meijer represented that, upon their return, Mr. Saleh and his family could temporarily live in the completed basement, as planned, while work upstairs commenced and was completed.

39. Mr. Saleh and his family then went away for a family vacation for approximately two weeks.

40. Upon returning, Mr. Saleh observed that his family's home was in a dangerous and uninhabitable condition, and complete disarray. Work in the basement was still incomplete, and Meijer Construction had otherwise simultaneously commenced demolition and other work upstairs.

41. Mr. Saleh confronted Mr. Meijer who represented that he needed two more weeks to complete all the work. Based upon Mr. Meijer's representations, Mr. Saleh and his family traveled to Detroit to visit and live with family for approximately three weeks.

42. Before leaving, Ms. Tobin and Ms. Shehadi presented Mr. Saleh with a hand sketch for the new custom kitchen design layout. The parties discussed various changes to the sketch, and Ms. Tobin and Ms. Shehadi represented that they would produce a formal, revised drawing and properly dimensioned layout and design. Mr. Saleh was also instructed to begin purchasing new appliances so the layout could be finalized, which he did.

43. Upon returning from Detroit, however, Mr. Saleh observed that little to no additional work had been performed in the home. The basement remained incomplete and the upstairs was in disorder and uninhabitable.

44. Throughout the course of their relationships, Defendants would either present Mr. Saleh with a summary invoice requesting payment in a lump sum with little to no detail, or simply verbally request a payment.

45. Each and every time Mr. Saleh paid to Defendants the amounts they represented as due and owing.

46. After Mr. Saleh returned from Detroit and discovered the situation at his home, he asked his father, Sam Saleh, to travel to New Jersey to get involved and investigate. Sam Saleh has been in the construction business for over 45 years and owns and operates his own construction business in Michigan.

47. Sam Saleh immediately flew to New Jersey and investigated the actions taken by the Defendants and the work that had been performed to date.

48. It was at that time that Sam Saleh discovered that none of the Defendants had obtained permits for the work performed at Mr. Saleh's home, and that there were no architectural or engineering drawings for the work.

49. Sam Saleh also requested detailed invoicing and backup from Defendants for his review. In large part, Ms. Tobin and Ms. Shehadi complied. Mr. Meijer, on the other hand, largely refused.

50. Nevertheless, Sam Saleh discovered that Defendants had overbilled Mr. Saleh for various materials and services performed.

51. For example, Sam Saleh discovered that the amount of material, such as lumber, for which Meijer Construction had billed Mr. Saleh grossly exceeded the material that had actually been installed at the home.

52. Upon information and belief, Mr. Meijer and Meijer Construction billed Mr. Saleh for materials that were utilized on other projects.

53. He also discovered that Meijer Construction had ordered two exterior doors for which Mr. Saleh was charged $19,000 by Meijer Construction and paid a deposit of $6,000. These doors, however, only cost $9,000 to $10,000. Even worse, Meijer Construction had never even sought out, let alone obtained, approval from the homeowner's association for the installation of these exterior doors prior to billing Mr. Saleh for them.

54. A review and audit of invoicing by Ms. Tobin and Ms. Shehadi revealed that there were several costly items that had been paid for by Mr. Saleh but were unaccounted for. It also appeared that Ms. Tobin and Ms. Shehadi had overbilled their alleged commissions due.

55. Overall, by early August 2021, Mr. Saleh had paid Meijer Construction a total of at least $146,215.38, yet a survey of the work performed revealed that the value of work and materials actually provided was approximately $29,000.

56. In addition, by early August 2021, Mr. Saleh had paid Ms. Tobin and Ms. Shehadi a total of $87,367.46, which included the deposit of $23,500 for kitchen cabinetry.

57. Sam Saleh was informed by Ms. Tobin and Ms. Shehadi that they had been working with a custom cabinet maker, Eric Lorenzen, out of Hope, New Jersey. Sam Saleh requested a meeting with Mr. Lorenzen.

58. After some delay, in or about early August 2021, Sam Saleh was finally granted a meeting at Mr. Lorenzen's shop, which turned out to be an old, abandoned church building. At this meeting, which was attended by Mr. Lorenzen, Sam Saleh, Ms. Tobin, Ms. Shehadi and Mr. Meijer, it was discovered that Mr. Lorenzen had already commenced manufacturing kitchen cabinetry for Mr. Saleh's home without approved drawings or Mr. Saleh's approval. In fact, Mr. Lorenzen admitted to Sam Saleh that he did not even have a computer and was incapable of producing formal drawings by CAD or otherwise.

59. At or about this time, Ms. Tobin and Ms. Shehadi, for the first time, also presented a "Change Order" dated August 6, 2021 in excess of $57,000 for kitchen cabinetry and related design work.

60. The Change Order was refused and Defendants were directed to cease all work.

61. Mr. Saleh subsequently sought out and retained licensed and insured designers and contractors to obtain permits, prepare drawings and complete the renovations at Mr. Saleh's home in a proper, good and workmanlike manner, all at a substantial cost and expense to Mr. Saleh.

62. The work to correct and complete the renovations is ongoing. Nevertheless, to date, several deficiencies in the work performed by Defendants have been uncovered for which Mr. Saleh has incurred and/or will incur additional costs and damages to correct and address, including consequential damages to adjacent areas of the home.

63. Mr. Saleh also subsequently attempted to privately obtain refunds from Defendants as a result of their misconduct. Defendants refused, and given Mr. Saleh's stature, even threatened to take action intended to embarrass, defame and/or slander Mr. Saleh and his father publicly, in an effort to cause Mr. Saleh to refrain from taking legal action to protect his family.

FIRST COUNT

Violation of New Jersey Consumer Fraud Act and Contractor Registration Act, N.J.S.A. 56:8-1 *et seq.* and N.J.A.C. 13:45A-16 *et seq.*

64. Plaintiff repeats and incorporates the allegations of the preceding paragraphs as if set forth at length herein.

65. Defendants participated in the sale and provision of home improvements to Mr. Saleh.

66. As more fully set forth in the preceding paragraphs and otherwise, in the course of providing home improvements, Defendants committed numerous violations of the CFA, CRA, and their implementing regulations.

67. As more fully set forth in the preceding paragraphs, in the course of their misconduct, Ms. Tobin and Ms. Shehadi also engaged in the unauthorized practice of architecture (in violation of *N.J.A.C.* 13:27-1.1 *et seq.*) and falsely represented themselves as certified interior designers and breached the applicable rules of professional conduct (*see N.J.A.C.* 13:27-9.1 *et seq.*).

68. As a direct and proximate result of these violations by Defendants, Plaintiff has suffered a significant ascertainable loss to an extent not yet fully determined.

WHEREFORE, Plaintiff ROBERT SALEH demands Judgment against Defendants, MEIJER CONSTRUCTION, INC., ROBERT MEIJER, MICHELLE SHEHADI, AND NANCY TOBIN d/b/a WASHINGTON AND PARK, jointly and severally, for all relief that he is entitled to in law and equity, and specifically as follows:

(a) Awarding compensatory, consequential, and punitive damages;

(b) Awarding treble damages pursuant to N.J.S.A. § 56:8-19;

(c) Awarding attorney's fees and costs pursuant to N.J.S.A. § 56:8-19;

(d) Awarding a refund of all monies paid to Defendants pursuant to N.J.S.A. § 56:8-2.11.

(e) Awarding pre-and post-judgment interest; and

(f) Awarding such other relief as the Court deems just and proper.

SECOND COUNT

Negligence

69. Plaintiff repeats and incorporates the allegations of the preceding paragraphs as if set forth at length herein.

70. As more fully set forth in the preceding paragraphs, Defendants each owed Plaintiff a duty to perform their respective work and services in a good and workmanlike manner and not cause damages to Mr. Saleh's property.

71. As more fully set forth in the preceding paragraphs, Defendants each breached their respective duties when they performed, individually and collectively, deficient and incomplete work.

WHEREFORE, Plaintiff ROBERT SALEH demands Judgment against Defendants, MEIJER CONSTRUCTION, INC., ROBERT MEIJER, MICHELLE SHEHADI, AND NANCY TOBIN d/b/a WASHINGTON AND PARK, jointly and severally, for all relief that he is entitled to in law and equity, and specifically as follows:

(a) Awarding compensatory, consequential, and punitive damages;

(b) Awarding costs of suit and reasonable attorneys' fees;

(c) Awarding pre- and post-judgment interest; and

(d) Awarding such other relief as the Court deems just and proper.

THIRD COUNT

Fraud / Concealment

72. Plaintiff repeats and incorporates the allegations of the preceding paragraphs as if set forth at length herein.

73. As more fully set forth in the preceding paragraphs, Defendants made material misrepresentations of fact to Plaintiff, and/or omitted material facts in their dealings with Plaintiff, that should have been disclosed.

74. Defendants knew that these representations were false, and/or that the nondisclosure of certain material facts would mislead Plaintiff.

75. Defendants knowingly made these material misrepresentations, and/or omitted material facts, with the intent to deceive Plaintiff and for the purpose of inducing Plaintiff to accept work, services and materials from Defendants and remit substantial payments therefor.

76. As more fully set forth in the preceding paragraphs, in reliance on these material misrepresentations and/or omissions by Defendants, Plaintiff has suffered substantial damages and irreparable harm to an extent not yet fully determined.

WHEREFORE, Plaintiff ROBERT SALEH demands Judgment against Defendants, MEIJER CONSTRUCTION, INC., ROBERT MEIJER, MICHELLE SHEHADI, AND NANCY TOBIN d/b/a WASHINGTON AND PARK, jointly and severally, for all relief that he is entitled to in law and equity, and specifically as follows:

(a) Awarding compensatory, consequential, and punitive damages;

(b) Awarding costs of suit and reasonable attorneys' fees;

(c) Awarding pre- and post-judgment interest; and

(d) Awarding such other relief as the Court deems just and proper.

FOURTH COUNT

Breach of Contract

(Against Michelle Shehadi and Nancy Tobin d/b/a Washington and Park)

77. Plaintiff repeats and incorporates the allegations of the preceding paragraphs as if set forth at length herein.

78. As more fully described in the preceding paragraphs, Ms. Tobin and Ms. Shehadi d/b/a Washington and Park entered into a contract with Mr. Saleh to perform home improvements, and provide remodeling and renovation design services, among other things.

79. At all times prior to the time of contracting, and at the time of contracting, Ms. Tobin and Ms. Shehadi warranted and represented that they were competent to provide the services for which Mr. Saleh contracted, and represented that they possessed the requisite skill and experience.

80. As more fully set forth in the preceding paragraphs, Ms. Tobin and Ms. Shehadi engaged in the unauthorized practice of architecture (in violation of *N.J.A.C.* 13:27-1.1 *et seq.*) and falsely represented themselves as certified interior designers and breached the applicable rules of professional conduct (*see N.J.A.C.* 13:27-9.1 *et seq.*).

81. As more fully described in the preceding paragraphs, Ms. Tobin and Ms. Shehadi, in material breach of their contractual obligations, failed to perform their work and services as required, and otherwise overbilled Mr. Saleh.

82. As more fully described in the preceding paragraphs, Ms. Tobin and Ms. Shehadi, in material breach of their contractual obligations, failed to provide goods for which Mr. Saleh paid, and otherwise refused to refund Mr. Saleh monies due.

83. As a result of these material breaches by Ms. Tobin and Ms. Shehadi, Mr. Saleh has suffered substantial damages and irreparable harm to an extent not yet fully determined.

84. Mr. Saleh has satisfied all conditions precedent to Ms. Tobin's and Ms. Shehadi's obligations to perform.

WHEREFORE, Plaintiff ROBERT SALEH demands Judgment against Defendants, MICHELLE SHEHADI AND NANCY TOBIN d/b/a WASHINGTON AND PARK, jointly and severally, for all relief that he is entitled to in law and equity, and specifically as follows:

(a) Awarding compensatory and consequential damages;

(b) Awarding costs of suit and reasonable attorneys' fees;

(c) Awarding pre- and post-judgment interest;

(d) Awarding such other relief as the Court deems just and proper.

FIFTH COUNT
Quantum Meruit / Unjust Enrichment

85. Plaintiff repeats and incorporates the allegations of the preceding paragraphs as if set forth at length herein.

86. As more fully set forth in the preceding paragraphs, Mr. Saleh paid Defendants for work, services and materials that Defendants allegedly performed and/or supplied, and for which Mr. Saleh was invoiced.

87. Defendants received and accepted payments made by Mr. Saleh.

88. As more fully set forth above, Defendants will be unjustly enriched, in an amount not yet fully determined, if they are allowed to retain the benefit of full payments by Mr. Saleh.

WHEREFORE, Plaintiff ROBERT SALEH demands Judgment against Defendants, MEIJER CONSTRUCTION, INC., ROBERT MEIJER, MICHELLE SHEHADI, AND NANCY TOBIN d/b/a WASHINGTON AND PARK, jointly and severally, for all relief that he is entitled to in law and equity, and specifically as follows:

(a) Awarding compensatory and consequential damages;

(b) Awarding costs of suit and reasonable attorneys' fees;

(c) Awarding pre- and post-judgment interest;

(d) Awarding such other relief as the Court deems just and proper.

SIXTH COUNT
Conversion

89. Plaintiff repeats and incorporates each and every allegation contained in the above paragraphs as if fully set forth herein.

90. As more fully described in the preceding paragraphs, Defendants have exercised dominion and control over monies and assets owned by Mr. Saleh.

91. As more fully set forth in the preceding paragraphs, Defendants usurped these monies and assets for their own personal benefit, and in doing so have exercised unlawful dominion and control over them.

92. As a direct and proximate result of Defendants' conversion of Plaintiff's monies and assets, Mr. Saleh has suffered damages and irreparable harm to an extent not yet fully determined.

WHEREFORE, Plaintiff ROBERT SALEH demands Judgment against Defendants, MEIJER CONSTRUCTION, INC., ROBERT MEIJER, MICHELLE SHEHADI, AND NANCY TOBIN d/b/a WASHINGTON AND PARK, jointly and severally, for all relief that he is entitled to in law and equity, and specifically as follows:

(a) Awarding compensatory, consequential, and punitive damages;

(b) Awarding costs of suit and reasonable attorneys' fees;

(c) Awarding pre- and post-judgment interest; and

(d) Awarding such other relief as the Court deems just and proper.

SEVENTH COUNT
Civil Conspiracy

93. Plaintiff repeats and incorporates each and every allegation contained in the above paragraphs as if fully set forth herein.

94. As more fully described in the preceding paragraphs, Defendants perpetrated various torts and fraud upon Mr. Saleh.

95. Upon information and belief, Defendants acted in concert with a real agreement or confederation with a common design to bilk Mr. Saleh out of significant sums of money.

96. As more fully described in the preceding paragraphs, Defendants committed numerous overt acts in furtherance of the conspiracy.

97. As a result of Defendants' actions, Mr. Saleh has suffered damages and irreparable harm to an extent not yet fully determined.

WHEREFORE, Plaintiff ROBERT SALEH demands Judgment against Defendants, MEIJER CONSTRUCTION, INC., ROBERT MEIJER, MICHELLE SHEHADI, AND NANCY TOBIN d/b/a WASHINGTON AND PARK, jointly and severally, for all relief that he is entitled to in law and equity, and specifically as follows:

(a) Awarding compensatory, consequential, and punitive damages;

(b) Awarding costs of suit and reasonable attorneys' fees;

(c) Awarding pre- and post-judgment interest; and

(d) Awarding such other relief as the Court deems just and proper.

DESIGNATION OF TRIAL COUNSEL

Pursuant to and in accordance with *R.* 4:5-1(c), Jonathan T. Guldin, Esq. is hereby designated as trial counsel for Plaintiff.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

CERTIFICATION PUSUANT TO *R.* 4:5-1(b)(2)

Pursuant to and in accordance with *R.* 4:5-1(b)(2), the undersigned, attorney for Plaintiff, hereby certifies that the within matter is not the subject of any other action or arbitration proceeding, and no other action or arbitration proceeding is contemplated. I further certify that I am unaware of any non-party who should be joined in this action pursuant to *R.* 4:28 or who is subject to joinder pursuant to *R.* 4:29-1(b) because of potential liability to any party on the basis of the same transactional facts. I acknowledge the continuing obligation to amend this certification pursuant to *R.* 4:5-1(b)(2).

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

CLARK GULDIN
Attorneys for Plaintiff

By:_____
Jonathan T. Guldin, Esq.

Dated: November 8, 2021