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<p>CONTROL SERVICES, LLC,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>GAMAL GROUP CORPORATION; IFT STONE & SCRAP IRON CORP.; JOHN DOES #1-99; and ABC CORPORATIONS #1-99,</p> <p style="text-align: center;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY HUDSON COUNTY, LAW DIVISION</p> <p>CIVIL ACTION</p> <p>DOCKET #:</p> <p style="text-align: center;"><u>COMPLAINT FOR DAMAGES AND TO FORECLOSE ON CONSTRUCTION LIEN</u></p>
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Plaintiff Control Services, LLC (“Control Services”), by and through its counsel, M. Ross & Associates, LLC, as and for its Complaint against Defendants Gamal Group Corporation (“Gamal”) and IFT Stone & Scrap Iron Corp. (“IFT”) (collectively, “Defendants”), allege as follows:

THE PARTIES

1. Plaintiff Control Services is a construction demolition services limited liability company organized under the laws of New Jersey, and has a principal place of business located at 84 Harbor Drive, Jersey City, NJ 07305, and a business mailing address of P.O. Box 269, Bayonne, NJ 07002.

2. Defendant Gamal is a corporation organized under the laws of New Jersey, and has a place of business located at c/o Ehab Gamal, 128 West 2nd Street, Bayonne, NJ 07002.

3. Gamal is the owner of the property located at 35 Avenue A, Bayonne, NJ 07002, Block 360, Lot 1, Block 361, Lot 12, Block 362, Lot 3, and Block 332, Lots 2, 2.01, 4, and 5 on the tax map of the City of Bayonne, County of Hudson, New Jersey (the “Property”).

4. Defendant IFT is a corporation organized under the laws of New Jersey, and has a place of business located at 2581 Richmond Terrace, Staten Island, NY 10303.

5. IFT was the general contractor on the construction project on the Property that is the subject of this action (the “Project”).

6. Defendants John Does #1-99 and ABC Corporations #1-99 are fictitious entities who may have filed liens against the Property and/or who may, during the pendency of this action, acquire interests in or liens upon the Property and who may therefore be necessary parties to this action.

JURISDICTION

7. Pursuant to R. 4:3(5), all actions in the Superior Court shall be filed and heard in the Law Division, Civil Part, except Chancery Division matters and Specific Case Types, which are not applicable to the case at bar. Jurisdiction is proper in this action because the amount in controversy exceeds \$20,000.00 and does not apply to a Chancery Division matter or any other Specific Case Type matter.

VENUE

8. Pursuant to R. 4:3-2(a)(3), venue shall be laid in the county in which the cause of action arose or in which any party to the action resides at the time of its commencement. R. 4:3-2(b) provides that a business entity shall be deemed to reside in the county in which its registered

office is located or in any county in which it is actually doing business. Venue is proper in this action because both Control Services and Gamal are located and conduct business in Hudson County, New Jersey.

FACTS

9. Control Services, as demolition contractor, entered into a written agreement dated September 20, 2021 with IFT, as general contractor, in connection with the Project at the Property (the “IFT Contract”). A copy of the IFT Contract is annexed hereto as **Exhibit A**.

10. The IFT Contract required IFT to pay Control Services a weekly rental rate of either thirteen thousand dollars (\$13,000.00) or seven thousand five hundred dollars (\$7,500.00), depending on the number of pieces of equipment IFT rented, with overtime billed at an additional two hundred eighty-one dollars (\$281.00) per hour per piece of equipment, and a one thousand two-hundred-dollar (\$1,200.00) transportation fee for each piece of equipment rented (collectively, the “IFT Contracted Rate”).

11. Gamal, as Property owner, is a third-party beneficiary of and to the IFT Contract.

12. Control Services, as demolition contractor, also entered into a written agreement dated October 11, 2021 with Gamal, as the Property owner, in connection with the Project (the “Gamal Contract”). A copy of the Gamal Contract is annexed hereto as **Exhibit B**.

13. The Gamal Contract required Gamal to pay Control Services a weekly rental rate of either thirteen thousand dollars (\$13,000.00) or seven thousand five hundred dollars (\$7,500.00), depending on the number of pieces of equipment Gamal rented, with labor billed at fifty-three dollars and eighty-one cents (\$53.81) per hour, an overtime rate of eighty dollars and seventy-two cents (\$80.72) per hour, an overtime equipment rate billed at an additional two hundred eighty-one dollars (\$281.00) per hour per piece of equipment, and debris disposal fees of

three hundred dollars (\$300.00) trucking and ninety-eight dollars (\$98.00) per ton (collectively, the “Gamal Contracted Rate”).

14. IFT, as general contractor, is a third-party beneficiary of and to the Gamal Contract.

15. The total invoiced amount for time and materials IFT and Gamal were required to pay Control Services pursuant to the IFT Contract and the Gamal Contract was eight hundred fifty-three thousand, two hundred and forty dollars and ninety-one cents (\$853,240.91) (the “Total Contract Price”).

16. Control Services has dutifully carried out all work to completion, including providing demolition services, labor, material, equipment, and insurance to complete the scope of work as demolition contractor for the Project as agreed to in the IFT Contract and Gamal Contract.

17. The date of provision of the last work, services, materials, or equipment for which Control Services claims payment from IFT and Gamal is November 17, 2023.

18. To date, IFT and Gamal have failed to fulfill their contractual duties, and have paid only one hundred sixty-five thousand dollars (\$165,000.00) to Control Services.

19. The outstanding amount due and owing to Control Services is six hundred eighty-eight thousand, two hundred and forty dollars and ninety-one cents (\$688,240.91).

20. Nonetheless, Gamal and IFT have failed to pay Control Services for work, services, materials, and equipment it has provided and/or completed, and for which Control Services has timely submitted invoices.

21. Control Services has made demands for payment and attempted to resolve this dispute without litigation, including correspondence sent to IFT and Gamal demanding payment. Ultimately, such demands have been ignored.

22. Because Control Services' previous demands have not resulted in payment, on or about February 12, 2024, Control Services filed a Construction Lien Claim (the "Lien") against the Property located at 35 Avenue A, Bayonne, NJ 07002, Block 360, Lot 1, Block 361, Lot 12, Block 362, Lot 3, and Block 332, Lots 2, 2.01, 4, and 5 on the tax map of the City of Bayonne, Conty of Hudson, New Jersey, recorded in Hudson County, for the amount of six hundred eighty-eight thousand, two hundred and forty dollars and ninety-one cents (\$688,240.91). A copy of the Lien is annexed hereto as **Exhibit C**.

23. Control Services filed the Lien within ninety (90) days from November 17, 2023, the date Control Services last performed work or last provided services, materials, or equipment to nonresidential real property, pursuant to N.J.S.A. 2A:44A-6(a)(2).

24. Thereafter, Control Services caused the Lien to be served in accordance with N.J.S.A. 2A:44A-7(a). A copy of proof of service is annexed hereto as **Exhibit D**.

25. There was no response from IFT or Gamal and nothing has resulted from the filing of the Lien.

FIRST CAUSE OF ACTION
Breach of Contract
(As against all Defendants)

26. Control Services repeats and realleges each and every one of its previous allegations as if fully set forth herein.

27. Control Services, as demolition contractor, and IFT, as general contractor, entered into the IFT Contract on September 20, 2021, whereby IFT was to pay Control Services the IFT Contracted Rate. *See Exhibit A*.

28. Control Services, as demolition contractor, and Gamal, as Property owner, entered into the Gamal Contract on October 11, 2021, whereby Gamal was to pay Control Services the Gamal Contracted Rate. *See Exhibit B.*

29. The Total Contract Price under the IFT Contract and the Gamal Contract was eight hundred fifty-three thousand, two hundred and forty dollars and ninety-one cents (\$853,240.91).

30. Gamal, as Property owner, is a third-party beneficiary of and to the IFT Contract.

31. IFT, as general contractor, is a third-party beneficiary of and to the Gamal Contract.

32. To date, IFT and Gamal have failed to fulfill their contractual duties, and have paid only one hundred sixty-five thousand dollars (\$165,000.00) to Control Services.

33. The outstanding amount due to Control Services is six hundred eighty-eight thousand, two hundred and forty dollars and ninety-one cents (\$688,240.91).

34. Control Services has faithfully and dutifully performed all services required under the Contract.

35. Despite due demand, IFT and Gamal have nonetheless failed to pay the six hundred eighty-eight thousand, two hundred and forty dollars and ninety-one cents (\$688,240.91) due and owing to Control Services, thereby breaching the IFT Contract and the Gamal Contract.

36. Control Services is entitled to damages in the amount of six hundred eighty-eight thousand, two hundred and forty dollars and ninety-one cents (\$688,240.91).

WHEREFORE, Plaintiff Control Services demands judgment against Defendants IFT and Gamal and requests the Court enter an order granting the following relief:

- a. Entering judgment in favor of Control Services and against IFT and Gamal, and requiring IFT and Gamal to pay to Control Services damages in the amount of six hundred eighty-eight thousand, two hundred and forty dollars and ninety-

one cents (\$688,240.91), with interest thereon, together with reasonable attorneys' fees and costs of suit; and

b. For such other and further relief as the Court may deem just and proper.

SECOND CAUSE OF ACTION
Quantum Meruit
(As against all Defendants)

37. Control Services repeats and realleges each and every one of its previous allegations as if fully set forth herein.

38. Although Control Services believes that it has valid agreements with IFT and Gamal, in the unlikely event that the agreements are determined to be invalid or unenforceable, quantum meruit shall apply. The elements of quantum meruit are: (1) the performance of services in good faith; (2) the acceptance of the services by the person to whom they were rendered; (3) an expectation of compensation therefore; and (4) the reasonable value of the services.

39. Control Services performed all services at the Project in good faith and to completion, including providing demolition services, labor, material, equipment, and insurance to complete the scope of work as demolition contractor for the Project as agreed to in the IFT Contract and Gamal Contract.

40. IFT, as general contractor, and Gamal, as Property owner, accepted all services performed by Control Services.

41. Control Services reasonably expected payment for the services rendered to IFT and Gamal based on the amount of labor and services it provided.

42. Despite receipt and retention of such services, IFT and Gamal have failed to pay Control Services for the services it performed.

43. Control Services has been injured by IFT's and Gamal's failures to pay in the amount of six hundred eighty-eight thousand, two hundred and forty dollars and ninety-one cents (\$688,240.91).

44. By reason of the foregoing, Control Services has incurred monetary damages for which IFT and Gamal are liable in the amount of six hundred eighty-eight thousand, two hundred and forty dollars and ninety-one cents (\$688,240.91).

WHEREFORE, Plaintiff Control Services demands judgment against Defendants IFT and Gamal and requests the Court enter an order granting the following relief:

- a. Entering judgment in favor of Control Services and against IFT and Gamal, and requiring IFT and Gamal to pay to Control Services damages in the amount of six hundred eighty-eight thousand, two hundred and forty dollars and ninety-one cents (\$688,240.91), with interest thereon, together with reasonable attorneys' fees and costs of suit; and
- b. For such other and further relief as the Court may deem just and proper.

THIRD CAUSE OF ACTION
Account Stated
(As against all Defendants)

45. Control Services repeats and realleges each and every one of its previous allegations as if fully set forth herein.

46. Control Services has regularly submitted invoices to IFT and Gamal for the services rendered under the IFT Contract and Gamal Contract.

47. IFT and Gamal have received, accepted, and retained the invoices without objection.

48. IFT and Gamal have made partial payments to Control Services but have refused to pay the balance due despite demand therefore.

49. IFT and Gamal impliedly agreed to pay the invoices by retaining them without objection, and/or by making partial payments without objecting to the balance due.

50. By reason of the foregoing, there is an account stated between the parties in the amount of six hundred eighty-eight thousand, two hundred and forty dollars and ninety-one cents (\$688,240.91) due to Control Services from IFT and Gamal.

WHEREFORE, Plaintiff Control Services demands judgment against Defendants IFT and Gamal and requests the Court enter an order granting the following relief:

- a. Entering judgment in favor of Control Services and against IFT and Gamal, and requiring IFT and Gamal to pay to Control Services damages in the amount of six hundred eighty-eight thousand, two hundred and forty dollars and ninety-one cents (\$688,240.91), with interest thereon, together with reasonable attorneys' fees and costs of suit; and
- b. For such other and further relief as the Court may deem just and proper.

FOURTH CAUSE OF ACTION
Unjust Enrichment
(As against all Defendants)

51. Control Services repeats and realleges each and every one of its previous allegations as if fully set forth herein.

52. Although Control Services believes that it has valid agreements with IFT and Gamal, in the unlikely event that the agreements are determined to be invalid or unenforceable, unjust enrichment shall apply. The elements of unjust enrichment are that: (1) defendant received

a benefit; (2) at plaintiff's expense; (3) under circumstances that would make it unjust for defendant to retain the benefit without paying for it.

53. Control Services, as demolition contractor, fulfilled its part of the agreements by providing IFT, as general contractor, and Gamal, as Property owner, with all demolition services, labor, material, equipment, and insurance agreed to by the parties.

54. IFT and Gamal received the benefit of Control Services' provision of all demolition services, labor, material, equipment, and insurance agreed to by the parties.

55. Under these circumstances, it would be extremely unjust for IFT and Gamal to retain such benefit without paying Control Services for the demolition services, labor, material, equipment, and insurance it provided as agreed to by the parties.

56. Therefore, Control Services is entitled to a payment in the amount of six hundred eighty-eight thousand, two hundred and forty dollars and ninety-one cents (\$688,240.91) from IFT and Gamal.

WHEREFORE, Plaintiff Control Services demands judgment against Defendants IFT and Gamal and requests the Court enter an order granting the following relief:

- a. Entering judgment in favor of Control Services and against IFT and Gamal, and requiring IFT and Gamal to pay to Control Services damages in the amount of six hundred eighty-eight thousand, two hundred and forty dollars and ninety-one cents (\$688,240.91), with interest thereon, together with reasonable attorneys' fees and costs of suit; and
- b. For such other and further relief as the Court may deem just and proper.

FIFTH CAUSE OF ACTION
Violation of the New Jersey Prompt Payment Act
(As against all Defendants)

57. Control Services repeats and realleges each and every one of its previous allegations as if fully set forth herein.

58. Control Services, as demolition contractor, and IFT, as general contractor, entered into the IFT Contract on September 20, 2021, whereby IFT was to pay Control Services the IFT Contracted Rate. *See Exhibit A.*

59. Control Services, as demolition contractor, and Gamal, as Property owner, entered into the Gamal Contract on October 11, 2021, whereby Gamal was to pay Control Services the Gamal Contracted Rate. *See Exhibit B.*

60. The Total Contract Price under the IFT Contract and the Gamal Contract was eight hundred fifty-three thousand, two hundred and forty dollars and ninety-one cents (\$853,240.91).

61. To date, IFT and Gamal have paid only one hundred sixty-five thousand dollars (\$165,000.00) to Control Services.

62. The outstanding amount due to Control Services is six hundred eighty-eight thousand, two hundred and forty dollars and ninety-one cents (\$688,240.91).

63. Control Services has faithfully and dutifully performed all services required under the Contract, including providing demolition services, labor, material, equipment, and insurance to complete the scope of work as demolition contractor for the Project as agreed to in the IFT Contract and Gamal Contract.

64. Despite due demand, IFT and Gamal have nonetheless failed to pay the six hundred eighty-eight thousand, two hundred and forty dollars and ninety-one cents (\$688,240.91) due and owing to Control Services, thereby breaching the IFT Contract and Gamal Contract.

65. IFT's and Gamal's failures to pay Control Services the balance of the fees and expenses for the services it provided violates the New Jersey Prompt Payment Act, N.J.S.A. 2a:30A-1, et seq.

66. Control Services is entitled to damages in the amount of six hundred eighty-eight thousand, two hundred and forty dollars and ninety-one cents (\$688,240.91).

WHEREFORE, Plaintiff Control Services demands judgment against Defendants IFT and Gamal and requests the Court enter an order granting the following relief:

- a. Entering judgment in favor of Control Services and against IFT and Gamal, and requiring IFT and Gamal to pay to Control Services damages in the amount of six hundred eighty-eight thousand, two hundred and forty dollars and ninety-one cents (\$688,240.91), with interest thereon, together with reasonable attorneys' fees and costs of suit; and
- b. For such other and further relief as the Court may deem just and proper.

SIXTH CAUSE OF ACTION
Construction Lien Claim
(As against Defendant Gamal Group Corporation)

67. Control Services repeats and realleges each and every one of its previous allegations as if fully set forth herein.

68. On February 12, 2024, Control Services filed the Lien against the Property located at 35 Avenue A, Bayonne, NJ 07002, Block 360, Lot 1, Block 361, Lot 12, Block 362, Lot 3, and Block 332, Lots 2, 2.01, 4, and 5 on the tax map of the City of Bayonne, Conty of Hudson, New Jersey, recorded in Hudson County, for the amount of six hundred eighty-eight thousand, two hundred and forty dollars and ninety-one cents (\$688,240.91). *See Exhibit C.*

69. At the time of the filing of the Lien, there was justly due, owing, and unpaid by Defendants to Control Services the sum of six hundred eighty-eight thousand, two hundred and forty dollars and ninety-one cents (\$688,240.91).

70. The aforesaid debt is a lien upon the Property in accordance with the provisions of the New Jersey Construction Lien Law, N.J.S.A. 2A:44A-1, et seq.

71. Control Services filed the Lien within ninety (90) days from November 17, 2023, the date Control Services last performed work or last provided services, materials, or equipment pursuant to N.J.S.A. 2A:44A-6(a)(2).

72. Thereafter, Control Services caused the Lien to be served in accordance with N.J.S.A. 2A:44A-7(a). *See Exhibit D.*

73. No prior action has been brought by Plaintiff for the foreclosure of the Lien, nor has Plaintiff been made a party-defendant to any action brought for the foreclosure of another lien or mortgage against the Property.

74. Upon information and belief, John Does #1-99 and/or ABC Corporations #1-99 claim to have an interest in, or a lien against, the Property.

75. Upon information and belief, each claim, interest or lien asserted by anyone other than Control Services is subordinate and subsequent to Control Services' Lien.

76. Control Services commenced this action within one (1) year from November 17, 2023, the date of the provision of the last work, services, materials, or equipment for which payment is claimed, pursuant to N.J.S.A. 2A:44A-24.1.

77. By reason of the foregoing, Control Services is entitled to judgment foreclosing its Lien on the Property.

WHEREFORE, Plaintiff Control Services demands judgment against Defendant Gamal Group Corporation and requests the Court enter an order granting the following relief:

- a.** Entering judgment in favor of Control Services and against Gamal, in the amount of at least six hundred eighty-eight thousand, two hundred and forty dollars and ninety-one cents (\$688,240.91), plus interest, costs, and attorneys' fees;
- b.** Ordering that Control Services, by the February 12, 2024 filing of the Construction Lien against the Property located at 35 Avenue A, Bayonne, NJ 07002, Block 360, Lot 1, Block 361, Lot 12, Block 362, Lot 3, and Block 332, Lots 2, 2.01, 4, and 5 on the tax map of the City of Bayonne, County of Hudson, New Jersey, recorded in Hudson County, be determined and adjudged to have a valid and subsisting Lien upon the interests of Gamal Group Corporation, as Property owner, in the above-described Project located at the aforementioned Property, in the sum of six hundred eighty-eight thousand, two hundred and forty dollars and ninety-one cents (\$688,240.91), with interest thereon, together with the costs, including reasonable attorneys' fees, and disbursements of this action;
- c.** Declaring that Defendants, and all persons claiming by, through, or under them, be forever foreclosed of all equity of redemption, or other lien, claim, or interest in and to the Property located at 35 Avenue A, Bayonne, NJ 07002;
- d.** Ordering that the Property be sold by the Sheriff of Hudson County to satisfy the Lien of Control Services on the Property and that after the sale, the Lien of Control Services be satisfied; and

- e. For such other and further relief as the Court may deem just and proper.

SEVENTH CAUSE OF ACTION

Attorneys' Fees

(As against all Defendants)

78. Control Services repeats and realleges each and every one of its previous allegations as if fully set forth herein.

79. Under the New Jersey Construction Lien Law, the Court may order Defendants to pay Control Services' attorneys' fees if any Defendant or third party seeks to vacate the Lien without basis. N.J.S.A. 2A:44A-15(b).

80. As set forth above herein, the Lien Claim is valid and there is no basis to vacate the Lien.

81. Should IFT, Gamal and/or a third party seek to vacate Control Services' Lien and/or prevent proper enforcement of said Lien herein, and should Control Services prevail, Control Services is entitled to reimbursement from IFT and Gamal of Control Services' reasonable attorneys' fees incurred and costs expended in this action.

WHEREFORE, Plaintiff Control Services demands judgment against Defendants IFT and Gamal and requests the Court enter an order granting the following relief:

- a. Entering judgment in favor of Control Services and against IFT and Gamal;
- b. Ordering IFT and Gamal pay to Control Services its reasonable attorneys' fees and costs incurred in this action;
- c. Directing Control Services' counsel to file an affidavit of fees with the Court;
and
- d. For such other and further relief as the Court may deem just and proper.

CERTIFICATION OF NO OTHER ACTIONS PENDING
PURSUANT TO R. 4:5-1

I certify that to the best of my knowledge, the dispute that is the subject of this matter is not the subject of any other action pending in any other Court or any pending arbitration proceeding. In addition, to the best of my knowledge, no other action or arbitration proceeding is contemplated at this time. I am not aware of any other parties that should be made a party to this lawsuit. I recognize that there is a continuing obligation to file and serve on all parties and the Court an amended Certification if there is a change in the facts stated in this Certification.

CERTIFICATION OF REDACTION
PURSUANT TO R. 1:38-7(b)

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 R. 1:38-7(b).

DEMAND FOR JURY TRIAL
PURSUANT TO R. 4:5-1(c)

Pursuant to R. 4:35-1, Plaintiff hereby demands a trial by jury of any and all issues triable of right by jury.

DESIGNATION OF TRIAL COUNSEL
PURSUANT TO R. 4:5-1(c)

Pursuant to R. 4:5-1(c), Michele L. Ross, Esq. and Andrew Curtin, Esq. are hereby designated as trial counsel for Plaintiff in this matter.

Dated: April 3, 2024

A handwritten signature in cursive script that reads "Michele L. Ross". The signature is written in black ink and is positioned above a horizontal line.

Michele L. Ross, Esq. (003042008)

Andrew Curtin, Esq. (122062014)

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