

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY
Division of Law - 5th floor
124 Halsey Street
P.O. Box 45029
Newark, New Jersey 07101
By: James J. Savage
Assistant Attorney General
(973) 877-1280

FILED

APR 01 2009

Division of Consumer Affairs

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS

IN THE MATTER OF AN INVESTIGATION :
BY THE NEW JERSEY DIVISION OF :
CONSUMER AFFAIRS :

Administrative Action
I#08-100169

of :
Brian Morrison d/b/a B & J Contracting, :
Respondent. :

CONSENT ORDER

This matter having been opened by the Division of Consumer Affairs, Office of Consumer Protection (hereinafter referred to as "Consumer Affairs" or "Division"), as an investigation in order to ascertain whether violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (hereinafter referred to as "CFA" or the "Act"), the Contractor Registration Act, N.J.S.A. 56:8-136 et seq. (hereinafter referred to as "CRA"), the Home Improvement Contractor Registration Regulations N.J.A.C. 13:45A-17.1 et seq., (hereinafter "Home Improvement Contractor Registration Regulation") and the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., (hereinafter "Home Improvement Regulations") have been or are being committed by Brian Morrison, d/b/a B & J Contracting, with a principal place of business at 505 Emma Street, Mount Holly, New Jersey, 08060

(hereinafter referred to as the "Respondent") and it appearing that the parties have reached an amicable agreement thereby resolving the issues in controversy and concluding this matter without the need for further action, and Respondent having voluntarily cooperated and consented to the entry of the within order and for good cause shown,

IT IS on this 1st day of April, 2008 ORDERED and AGREED as follows:

BUSINESS PRACTICES

1. Respondent, its principals, officers, agents, representatives and employees shall not engage in any unfair or deceptive acts or practices in the conduct of their business in the State of New Jersey and shall comply with such state laws, rules and regulations as now constituted or as may hereafter be amended, including but not limited to, the CFA, the CRA, the Home Improvement Contractor Registration Regulations and the Home Improvement Regulations in connection with home improvement contracting.

2. Respondent shall cease and desist from engaging in the following:

- (A) Failure to include "Notice to Consumer" in home improvement contracts pursuant to N.J.S.A. 56:8-151.b;
- (B) Failing to provide a copy of respondents certificate of commercial general liability insurance to consumers pursuant to N.J.S.A. 56:8-151.a.(2);
- (C) Failing to include the Home Improvement registration number as required pursuant to N.J.S.A. 56:8-144(a); and

(D) Failing to include in home improvement contracts the dates and/or time period on or within which the work is to begin and/or be completed, in violation of N.J.A.C. 13:45A-16.2(a)12.iv.

3. Specifically, Respondents shall comply with the following business practices:

- (A) Include the “Notice to Consumer” in all home improvement contracts pursuant to N.J.S.A. 56:8-151.b;
- (B) Provide a copy of their certificate of commercial general liability insurance to all consumers pursuant to N.J.S.A. 56:8-151.a.(2);
- (C) Include in all advertisements, the Registration number as required pursuant to N.J.S.A. 56:8-144(a); and
- (D) Provide in home improvement contracts the dates and/or time period on or within which the work is to begin and/or be completed, pursuant to N.J.A.C. 13:45A-16.2(a)12.iv.

FUTURE CONSUMER COMPLAINTS

4. For a period of twelve (12) months from the entry of this Consent Order, the Division will forward to Respondent any consumer complaints it has received within thirty (30) days of receipt of the complaint. Consumer Affairs will also forward to Respondent within thirty (30) days of the entry of this Consent Order any and all consumer complaints that it has received. Complaints received by any county or municipal Consumer Affairs Local Assistance (CALA) office will be forwarded to Consumer Affairs which will then forward these complaints to Respondent within thirty (30) days

of Consumer Affairs' receipt from the county or municipal CALA office.

5. The Division shall notify these consumers, in writing, of the following: (a) that their complaints have been forwarded to Respondent; (b) that they should expect a response from Respondent within thirty (30) days from the date of the notice; and (c) their right to refer their complaints to the Alternative Dispute Resolution ("ADR") Unit of the Division for binding arbitration if Respondent disputes the complaint and/or requested relief.
6. Within thirty (30) days of receipt of the complaint list, Respondent shall send a written response to each listed consumer, with a copy to the following: Division of Consumer Affairs, Office of Consumer Protection, Case Management Tracking Supervisor, 124 Halsey Street, P.O. Box 45025, Newark, New Jersey 07101.
7. If Respondent does not dispute the consumer's complaint and requested relief, the Respondent's written response shall so inform the consumer and shall include the appropriate restitution. Where restitution concerns a credit, Respondent shall include documents evidencing that such adjustments have been made. Where restitution concerns a refund or other payment, such shall be made by certified check, money order or other guaranteed funds made payable to the consumer. Upon verification by the Division that such consumer has been satisfied by Respondent, the consumer complaint shall be deemed closed by the Division's Office of Consumer Protection ("OCP").
8. If Respondent's written response disputes the consumer's complaint or the relief sought by the consumer, the response shall include copies of all documents related to

Respondent's dispute of the complaint.

9. If the Division has not received notice from Respondent that a forwarded complaint has been settled on or before the forty-fifth (45) day after the list was transmitted to Respondent, the Division will notify the consumer of the right to arbitration and forward the complaint to the Division's ADR Unit to reach a resolution of the complaint through binding arbitration. Thereafter, the matter will proceed in accordance with the ADR guidelines. Respondent agrees herein to participate in this arbitration process and be bound by the arbitrator's decision. Respondent further agrees 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. 59:10-1 et seq.
10. In the event that Respondent fails or refuses to participate in the arbitration process with a consumer, the arbitrator may enter a default against Respondent.
11. Respondent shall pay any and all arbitration awards within thirty (30) days of the arbitrator's decision unless otherwise specified in writing in the arbitration award.
12. Failure or refusal to participate in the arbitration process or to timely pay an award shall constitute a violation of this Consent Order.
13. If a consumer refuses to participate in the ADR program, the consumer's complaint shall be deemed closed for the purposes of this Consent Order.
14. After the initial year, the complaint resolution procedure set forth above will automatically renew for successive one year periods unless terminated in writing upon sixty (60) days advance written notice by either party. Written termination under this provision of the Consent Order shall be provided as follows: For the Division, written

notice shall be forwarded via certified mail, return receipt requested, to the New Jersey Division of Consumer Affairs, Office of Consumer Protection, Supervisor, Case Management Tracking, 124 Halsey Street, P.O. Box 45025, Newark, New Jersey, 07101; for Respondent, written notice shall be forwarded via certified mail, return receipt requested to: B & J Contracting, 505 Emma Street, Mount Holly, New Jersey, 08060.

15. Nothing contained in this Consent Order shall be deemed to waive any right of the Division of Consumer Affairs or the Attorney General to take any civil or administrative action deemed appropriate in the best interest of the public with respect to any complaint received regarding Respondent after the date of this Consent Order.

PAYMENT TO THE STATE

16. Respondents shall pay the Division of Consumer Affairs the sum of \$1,500.00 as a civil penalty pursuant to N.J.S.A. 56:8-13 and \$550.00 as reimbursement for the Division's costs pursuant to N.J.S.A. 56:8-11. The aforestated amounts, totaling \$2,050.00, shall be paid as follows. An initial payment of \$1,250.00 shall be sent with this Consent Order fully executed by the Respondent. The remaining balance of \$800.00 shall be paid in one (1) payment on January 1, 2009.
17. The aforestated payment for penalties and costs shall be made by certified check, attorney trust account check or other guaranteed funds made payable to the "New Jersey Division of Consumer Affairs" and shall be delivered to the following address:

Attention: Case Management Tracking

New Jersey Department of Law and Public Safety
Division of Consumer Affairs
124 Halsey Street
P.O. Box 45025
Newark, New Jersey 07101

18. If, after the signing of this Consent Order, Respondents engage in any acts or practices which constitute a violation of the Consumer Fraud Act, the CRA, the Home Improvement Contractor Registration Regulations, the Home Improvement Regulations, or this Consent Order, Respondent will be subject to the imposition of enhanced penalties pursuant to N.J.S.A. 56:8-13 or N.J.S.A. 56:8-18, without prejudice to Respondents' right to present evidence in mitigation and affirmative defenses.

GENERAL PROVISIONS

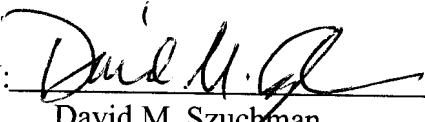
19. Failure by Respondents to make the payment to the State in the time prescribed by this Consent Order shall constitute a breach of this Consent Order. In the event of such breach, the Division may take whatever additional action it deems necessary and appropriate under the circumstances, including, but not limited to, seeking an Order from the Superior Court compelling compliance and seeking additional penalties, costs and attorneys fees.
20. Nothing contained in this Order shall be construed to limit or affect the rights of any persons or entities who are not parties to this Consent Order with respect to any of the matters contained herein.
21. Nothing contained herein shall in any manner or fashion be construed to limit or affect

any position that the parties may take in any future or pending action not specifically encompassed herein.

22. This Consent Order resolves all claims and causes of action against Respondent for violation of the Consumer Fraud Act N.J.S.A. 56:8-1 et seq., and the regulations promulgated pursuant thereto, which were known by the Division through October 21, 2008.
23. The parties represent that an authorized representative of each has signed this consent Order with full knowledge, understanding and acceptance of its terms and that this person has done so with the authority to legally bind the respective parties.
24. This Consent Order constitutes the entire agreement between the parties hereto and shall bind the parties hereto and their respective officers, directors, agents, employees, successors and assigns.
25. The parties acknowledge that for purposes of enforcement of this Consent Order, New Jersey shall govern the terms and provisions herein.
26. The Division has advised the Respondent to seek the advice of an attorney prior to entering into this agreement.
27. This Consent Order constitutes a final agency Order and shall be effective upon filing.

28. Respondent acknowledges that this Consent Order is a public document subject to the New Jersey Open Records Act.

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY

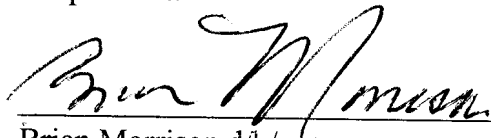
BY: 
David M. Szuchman
Division of Consumer Affairs

DATED: 4/1/09

The undersigned has read this Consent Order, understands it, and agrees to be bound by its terms.

Consent is hereby given as to the form and entry of this Order.

Respondent:


Brian Morrison d/b/a
B & J Contracting

DATED: 3/30/09