



Heating” but ceased to be the bona fide representative for that entity in December 2005. Respondent was also previously registered (on or about December 19, 2005) to trade as “Robert Schiff Plumbing & Heating”, but ceased to be the bona fide representative for that entity when he registered with the Board to trade under the current name of “McCormick Plumbing & Heating, LLC” on or about December 4, 2006.

Specifically, the Board received three consumer complaints pertaining to plumbing work that respondent performed or contracted to perform from about August 2006 through May 2007.

On June 28, 2007, respondent appeared at an investigative inquiry before the Board, represented by counsel Hisham Masri. During the inquiry respondent acknowledged that he is registered to trade as “McCormick Plumbing & Heating, LLC,” and is a 10% owner and bona fide representative of that entity.

In response to the complaint of consumer C.T. alleging that the wrong relief pressure valve was installed on a boiler, respondent admitted that although McCormick Plumbing & Heating was hired to perform the job, it was Surgeon Plumbing, his brother-in-law’s business, which actually performed the job. Respondent admitted that he did not visit the job, or supervise it in any way, and has agreed to pay C. T. restitution in the amount of \$550.

In response to the complaint of consumer P. F. regarding a sewer line replacement, respondent testified that although he had obtained and sealed the permit, it was Surgeon Plumbing, his brother-in-law’s business, which actually performed the job. Respondent has paid P.F. \$6,000 in restitution and obtained a release from complainant attesting to having received the full payment.

In response to the complaint of consumer J. F. alleging that a shower head repair for which he contracted and paid, was not properly executed, respondent testified that he was not on-site at the job and has agreed to pay complainant J.F. restitution in the amount of \$300.

The Board finds that these facts establish a basis for disciplinary action, pursuant to N.J.S.A. 45:1-21(h), in that respondent violated and failed to comply with provisions of a Board administered regulation, specifically N.J.A.C. 13:32-3.4, which requires that any plumbing work that a licensed master plumber agrees to perform, that has not been subcontracted to another licensed master plumber, may be performed only by the licensed master plumber or the employee of the licensed master plumber or the plumbing contractor.

It appearing that respondent desires to resolve this matter without recourse to formal proceedings, having waived any right to such proceedings and for good cause shown;

IT IS ON THIS *2nd* DAY OF *May*, 2008

HEREBY ORDERED AND AGREED THAT:

1. Respondent is hereby reprimanded for the above stated violations.
2. Respondent is hereby ordered to pay a civil penalty, pursuant to N.J.S.A. 45:1-22, in the amount of \$2,500 for failing to perform or supervise plumbing work for which he contracted, in violation of N.J.A.C. 13:32-3.4. Payment of the civil penalty shall be made simultaneous with the signing of this Consent Order, by certified check or money order made payable to the State of New Jersey and shall be sent to Barbara Cook, Executive Director, Board of Examiners of Master Plumbers, 124 Halsey Street, Sixth

Floor, Newark, New Jersey 07101.

3. Respondent shall reimburse consumer C. T. in the amount of \$550. A certified check or money order payable to C.T. for the total amount of \$550 shall be sent contemporaneously with respondent's signing of this Consent Order to Barbara Cook, Executive Director, Board of Examiners of Master Plumbers, 124 Halsey Street, Sixth Floor, Newark, New Jersey 07101.

4. Respondent shall reimburse consumer J.F. in the amount of \$300. A certified check or money order payable to J.F. for the total amount of \$300 shall be sent contemporaneously with respondent's signing of this Consent Order to Barbara Cook, Executive Director, Board of Examiners of Master Plumbers, 124 Halsey Street, Sixth Floor, Newark, New Jersey 07101

5. Respondent shall provide proof to the Board demonstrating that he previously reimbursed P.F. in the amount of \$6,000. If proof satisfactory to the Board is not received contemporaneously with respondent's signing of this consent order, respondent shall reimburse consumer P.F. in the amount of \$6,000 within 30 days of the entry of this order. A certified check or money order payable to P.F. for the total amount of \$6,000 shall be sent to Barbara Cook, Executive Director, Board of Examiners of Master Plumbers, 124 Halsey Street, Sixth Floor, Newark, New Jersey 07101.

6. Respondent shall cease and desist from the violations described herein. Subsequent violations will subject respondent to enhanced penalties pursuant to N.J.S.A. 45:1-25, and further disciplinary action.

7. Failure to timely remit any and all payments required by this order will result in the filing of a certificate of debt with interest accruing at the rate provided by the Rules

of Court, and may result in subsequent disciplinary proceedings for failure to comply with an Order of the Board, which could include the suspension or revocation of license.

BOARD OF EXAMINERS OF MASTER PLUMBERS

By: Peter I Voros  
Peter Voros  
Board President

I have read and understand the within Consent Order and agree to be bound by its terms. Consent is hereby given to the Board to enter this Order.

Robert T. Schiff  
Robert T. Schiff, LMP

5/6/08  
Date

I consent to the entry of this order as to form.

Hisham Masri  
Hisham Masri, Esq.

5/6/08  
Date

HISHAM I. MASRI 02-07  
ATTORNEY TRUST ACCOUNT

1056

1109 MAIN AVE  
CLIFTON, NJ 07011

DATE 5/6/08

55-95/212  
58

PAY TO THE ORDER OF

State of New Jersey

\$ 2,500.00

Two thousand five hundred

DOLLARS

Commerce Bank  
America's Most Convenient Bank®  
1-800-YES-2000

FOR McCormick Consent Order - penalty



⑈001056⑈ ⑆021200957⑆ ⑈345⑈1910101⑈

HISHAM I. MASRI 02-07  
ATTORNEY TRUST ACCOUNT

1057

1109 MAIN AVE  
CLIFTON, NJ 07011

DATE 5/6/08

55-95/212  
58

PAY TO THE ORDER OF

Chien Kuo Tsui

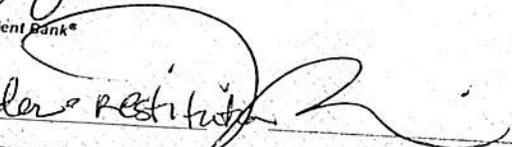
\$ 550.00

Five hundred fifty

DOLLARS

Commerce Bank  
America's Most Convenient Bank®  
1-800-YES-2000

FOR McCormick Consent Order - restitution



⑈001057⑈ ⑆021200957⑆ ⑈345⑈1910101⑈

HISHAM I. MASRI 02-07  
ATTORNEY TRUST ACCOUNT

1058

1109 MAIN AVE  
CLIFTON, NJ 07011

DATE 5/6/08

55-95/212  
58

PAY TO THE ORDER OF

John Faturzo

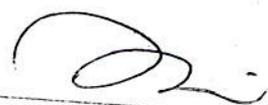
\$ 300.00

Three hundred

DOLLARS

Commerce Bank  
America's Most Convenient Bank®  
1-800-YES-2000

FOR McCormick Consent Order - Restitution



⑈001058⑈ ⑆021200957⑆ ⑈345⑈1910101⑈

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# Release

This Release, dated June 29, 2007, is given

BY the Releasor(s)

**PATRICIA FRANZMANN**

referred to as "I,"

TO

**McCORMICK PLUMBING & HEATING**

referred to as "You."

If more than one person signs this Release, "I" shall mean each person who signs this Release.

**1. Release.** I release, give up and forever discharge any and all claims and rights which I may have against You. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. I specifically release the following claims:

**Any and all claims arising out of the Contract for services performed at the premises known as 24 Ryder Road, Fair Lawn, New Jersey, relative to the driveway and pvc pipe. The Contract is dated March 6, 2007.**

Releasor also acknowledges that no Complaints have been or will be filed with the Division of Consumer Affairs.

It is also acknowledged that there was a previously delivery to Releasor of the sum of \$3,000.00 for a total payment of \$6,000.00.

**2. Payment.** I have been paid a total of \$ **6,000.00** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in full payment for making this Release. I agree that I will not seek anything further, including any other payment, from You.

**3. Who is bound.** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your

BOARD OF EXAMINERS  
OF MASTER PLUMBERS  
2008 MAY 12 AM 9:53

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2nd Day Air services, UPS Express Envelopes one pound or more are subject to the corresponding rates for the applicable weight.

and cash or cash equivalent.

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- UPS Worldwide Expedited™

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**Shipping Document**

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TRACKING NUMBER **JZ F04 2E8 37 J000 7802**

SHIPMENT FROM SHIPPERS UPS ACCOUNT NO. **F 0 4 2 E 8**

REFERENCE NUMBER **973-504-6420, 6552**

NAME **Rosemarie Raceiley & Assoc** TELEPHONE

COMPANY **MASTER PLUMBERS**

STREET ADDRESS **124 HALSEY ST., 6TH FLOOR**

CITY AND STATE **NEWARK NJ 07102** ZIP CODE

NAME **Robert Schiffe** TELEPHONE

COMPANY **Robert Schiffe LMP# 10439**

STREET ADDRESS **21 Ackerman Ave**

CITY AND STATE **Air Monty, NY 10901** ZIP CODE

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WEIGHT	WARRANTY	3	4
Enter "L" letter if applicable	Enter "L" letter if applicable	WEIGHT	SHIPPER RELEASE
<b>LTR</b>		<b>2</b>	<b>2</b>

5	6	7	8	9
2ND DAY AIR CHARGE	OPTIONAL SERVICES	ADDITIONAL HANDLING CHARGE	TOTAL CHARGES	RECEIVER'S/THIRD PARTY'S UPS ACCT. NO. OR MAJOR CREDIT CARD NO.
\$	\$	\$	\$	

1	2	3	4	5	6	7	8	9
SHIPMENT FROM	SHIPPER'S UPS ACCOUNT NO.	REFERENCE NUMBER	NAME	COMPANY	STREET ADDRESS	CITY AND STATE	ZIP CODE	NAME
<b>F 0 4 2 E 8</b>		<b>973-504-6420, 6552</b>	<b>Rosemarie Raceiley &amp; Assoc</b>	<b>MASTER PLUMBERS</b>	<b>124 HALSEY ST., 6TH FLOOR</b>	<b>NEWARK NJ 07102</b>		<b>Robert Schiffe</b>

10	11	12	13	14	15	16	17	18	19
SHIPPER'S SIGNATURE	DATE OF SHIPMENT	SHIPPER'S ADDRESS	SHIPPER'S CITY AND STATE	SHIPPER'S ZIP CODE	SHIPPER'S PHONE	SHIPPER'S FAX	SHIPPER'S E-MAIL	SHIPPER'S WEBSITE	SHIPPER'S BUSINESS TYPE
<b>X</b>	<b>05/23/05</b>	<b>31500a</b>	<b>Bozeman</b>	<b>MT</b>	<b>44601</b>				

20	21	22	23	24	25	26	27	28	29
SHIPPER'S ADDRESS	SHIPPER'S CITY AND STATE	SHIPPER'S ZIP CODE	SHIPPER'S PHONE	SHIPPER'S FAX	SHIPPER'S E-MAIL	SHIPPER'S WEBSITE	SHIPPER'S BUSINESS TYPE	SHIPPER'S BUSINESS TYPE	SHIPPER'S BUSINESS TYPE

30	31	32	33	34	35	36	37	38	39
SHIPPER'S ADDRESS	SHIPPER'S CITY AND STATE	SHIPPER'S ZIP CODE	SHIPPER'S PHONE	SHIPPER'S FAX	SHIPPER'S E-MAIL	SHIPPER'S WEBSITE	SHIPPER'S BUSINESS TYPE	SHIPPER'S BUSINESS TYPE	SHIPPER'S BUSINESS TYPE

40	41	42	43	44	45	46	47	48	49
SHIPPER'S ADDRESS	SHIPPER'S CITY AND STATE	SHIPPER'S ZIP CODE	SHIPPER'S PHONE	SHIPPER'S FAX	SHIPPER'S E-MAIL	SHIPPER'S WEBSITE	SHIPPER'S BUSINESS TYPE	SHIPPER'S BUSINESS TYPE	SHIPPER'S BUSINESS TYPE

50	51	52	53	54	55	56	57	58	59
SHIPPER'S ADDRESS	SHIPPER'S CITY AND STATE	SHIPPER'S ZIP CODE	SHIPPER'S PHONE	SHIPPER'S FAX	SHIPPER'S E-MAIL	SHIPPER'S WEBSITE	SHIPPER'S BUSINESS TYPE	SHIPPER'S BUSINESS TYPE	SHIPPER'S BUSINESS TYPE

SHIPPER'S SIGNATURE **X** **31500a** **Bozeman** DATE OF SHIPMENT **05/23/05**

SHIPPER'S ADDRESS **0201911252609 1107 S** UPS COPY

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