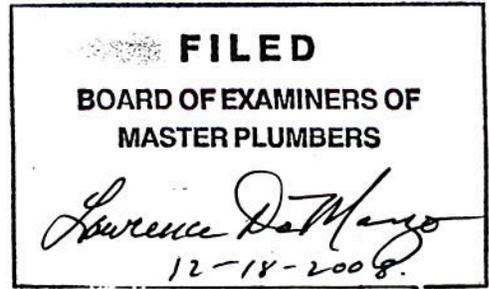


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STATE OF NEW JERSEY
DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS
BOARD OF EXAMINERS OF MASTER PLUMBERS

_____	:	
IN THE MATTER OF THE SUSPENSION	:	
OR REVOCATION OF THE LICENSE OF	:	Administrative Action
	:	
MARK TRIMBLE, LMP	:	FINAL ORDER
License No. 36BI00751300	:	OF DISCIPLINE
	:	
TO PRACTICE PLUMBING	:	
IN THE STATE OF NEW JERSEY	:	
_____	:	

This matter was opened to the New Jersey State Board of Examiners of Master Plumbers ("Board") upon receipt of information which the Board has reviewed and on which the following preliminary findings of fact and conclusions of law are made:

FINDINGS OF FACT

1. Mark Trimble ("respondent") is a licensed master plumber licensed in the State of New Jersey and has been a licensee at all times relevant hereto.
2. The Board received three consumer complaints related to plumbing work agreed to be performed by respondent. The first complaint is from consumer D.S.. The complaint alleges respondent collected \$30,249.00 from D.S. to perform the demolition and renovation of a kitchen, as well as the renovation of a full bathroom. D.S. contends respondent failed to perform certain work, performed defective work and failed to purchase certain fixtures and other materials. The complaint alleged respondent collected \$6,100.00 for work that was not properly performed,

including \$4,500.00 for windows that were neither delivered nor installed, \$1,500.00 for bathroom fixtures that were never received, and \$100.00 for a defective kitchen cabinet handle. As a result, D.S. filed a civil action against respondent in Superior Court of New Jersey, Law Division, Mercer County and obtained a default judgment on February 6, 2006.¹

3. The Board received a second complaint from consumer J.W. The complaint alleged respondent entered into a contract for a complete reconstruction of a kitchen and to supply a heating source to an adjoining utility room. J.W. paid respondent a total of \$22,000.00. J.W. contends respondent continuously delayed the start of the work. Respondent repeatedly made promises to begin the work, but the work never commenced. Eventually, J.W. and respondent entered into a reimbursement agreement on March 10, 2005 through the Mercer County Office of Consumer Affairs. It was agreed respondent would reimburse J.W. \$22,000.00 by making monthly payments of \$750.00. Respondent made payments in March and April 2005, but has not made further payments. Respondent, hence, still owes J.W. \$20,500.00 reimbursement for work not performed.

4. The Board received a third complaint from consumer K.O. The complaint alleged K.O. paid respondent \$26,300.00 to renovate the downstairs kitchen and second floor bathroom of K.O.'s house. K.O. contends respondent did not complete the restoration and left the house in an uninhabitable state. As a result, K.O. was forced to rent another place to live and hire replacement contractors to complete the work. K.O. filed a civil action against respondent in Superior Court of New Jersey, Law Division-Mercer County. On March 21, 2006, default judgment was entered against respondent by the Superior Court for \$291,799.40.²

¹ Although the Order For Entry of Default Judgment awards D.S. a total of \$101,679.89, the amount actually related to plumbing and contracting work is \$6,100.00. The balance is related to a series of personal loans, costs and attorney fees.

² Although the Order for Entry of Default Judgment awards K.O. a total of \$291,799.40, the amount actually related to the plumbing and contracting work is \$26,300.00. The balance is related to a series of personal loans, treble damages, pre-judgment interest, attorney's fees and costs.

5. On February 22, 2007, respondent appeared before the Board for an investigative inquiry. During the inquiry, respondent acknowledged that the \$22,000.00 paid by J.W., minus the \$1,500 previously reimbursed through the Mercer County Consumer Affairs Agreement, was owed to J.W. Respondent testified that he was to oversee the entire job but only "a little bit" was started. Respondent acknowledged there were no written contracts between Trimble Plumbing & Heating and J.W. or the other parties.

6. Respondent was also asked questions pertaining to the complaint filed by D.S. Respondent acknowledged he failed to answer the Superior Court complaint and as a result, a default judgment was entered. Respondent stated that any money owing to D.S. was as a result of a personal loan and not related to plumbing work. Respondent acknowledged there were no written contracts between Trimble Plumbing & Heating and the other parties.

7. Finally, Respondent was asked questions pertaining to the complaint filed by K.O. Respondent acknowledged that K.O. was due "some compensation" with regard to the work that was to be performed, however he stated that most of the money owed to K.O. was the result of a personal loan and the only amount owed for construction related work is \$14,000.00 or \$15,000.00. Respondent acknowledged there were no written contracts between Trimble Plumbing & Heating and the other parties.

CONCLUSION OF LAW

1. The above preliminary findings of fact provide grounds for disciplinary action against respondent's license, pursuant to N.J.S.A. 45:1-21(e), in that respondent engaged in professional and occupational misconduct by contracting for plumbing and other related construction work, accepting a substantial deposit from consumers D.S., J.W. and K.O., and failing to either commence or complete the work or to reimburse the consumers.

2. The above preliminary findings of fact provide grounds for disciplinary action against respondent's license, pursuant to N.J.A.C. 13:45A-16.2(12), in that respondent failed to obtain a

written contract for home improvement work to be performed for consumers D.S., J.W. and K.O.; whereby the purchase price for each contract was in excess of \$500.00.

DISCUSSION

Based on the foregoing findings and conclusions, a Provisional Order of Discipline was entered on October 5, 2007. A copy of the Order was forwarded to respondent's address of record by certified and regular mail. The Provisional Order was subject to finalization by the Board at 5:00 p.m. on the 30th business day following its entry unless respondent requested a modification or dismissal of the above stated Findings of Fact or Conclusions of Law by submitting a written request for modification or dismissal, setting forth in writing any and all reasons why said findings and conclusions should be modified or dismissed, and submitting any and all documents or other written evidence supporting respondent's request for consideration and reasons therefore.

Respondent replied to the Provisional Order, via his attorney, Patricia A. Concannon, Esq. in a written correspondence to the Board dated October 22, 2008. In the letter, respondent states that all work was performed for D.S. and passed inspection. Respondent does acknowledge that he failed to respond to the Superior Court complaint and a default judgment was entered against him. Respondent admitted to all of the allegations in the provisional order pertaining to J.W. With regard to the allegations concerning K.O., respondent argues that his actual liability is less than the amount alleged in the provisional order. However, respondent acknowledges he failed to respond to the Superior Court complaint from K.O. and that a default judgment was entered against him.

Respondent also proposed a modification to the terms of the provisional order. Specifically, respondent requested that the Board not impose a suspension. In turn, respondent proposed that he immediately make a \$2,000.00 payment toward restitution to be distributed pro-rata to the consumers. Respondent will then make monthly payments of \$750 per month toward the reimbursement of all three consumers to be distributed in a pro-rata fashion.

Respondent's submission was reviewed by the Board. Although respondent contends that the work performed for D.S. was satisfactory and passed inspection, he does admit there is a default judgment against him. Likewise, although respondent contends that his actual liability concerning K.O. is less than alleged in the provisional order, there is a default judgment in excess of that amount. Therefore, the Board will not modify or dismiss the findings of fact or conclusions of law. However, after reviewing respondent's proposed restitution plan, the Board voted to modify the penalty. Rather than suspending respondent's license, the Board will allow respondent's license to remain active as long as he is compliant with the restitution plan outlined by the Board below.

IT IS ON THIS 18 DAY OF DECEMBER, 2008,

HEREBY ORDERED THAT:

1. Respondent is hereby reprimanded for the violations as detailed above.
2. Respondent is hereby ordered to pay restitution to J.W. in the amount of \$20,500, restitution to D.S. in the amount of \$6,100 and restitution to K.O. in the amount of \$26,300. The total restitution amount of \$52,900 shall be paid in accordance to the provisions outlined in paragraphs #3 and #4 below.
3. Respondent shall immediately make a payment, within ten (10) days of the entry date of this order, in the amount of two thousand dollars (\$2,000) toward the reimbursement of J.W., D.S., and K.O., to be distributed in pro-rata fashion according to the interests of the complainants. The payments shall be by individual certified checks or money orders made payable to J.W., D.S. and K.O. and shall be sent by respondent to each consumer directly. Respondent shall provide the Board with a copy of each certified check or money order to confirm that the payments were made. Copies of the certified checks or money orders shall be sent to the Executive Director, Board of Examiners of Master Plumbers, 124 Halsey Street, 6th Floor, Newark, NJ 07101.
4. Respondent shall make monthly payments in the amount of Seven Hundred Fifty Dollars (\$750) per month toward the reimbursement of J.W., D.S., and K.O., to be distributed in pro-rata

fashion according to the interests of complainants over the next 68 months. The monthly payments shall be by individual certified checks or money orders made payable to J.W., D.S. and K.O. and shall be sent by respondent to each consumer directly. The monthly payments shall be received by each consumer on or before the first day of each month. The first monthly payment shall be received by each consumer on or before January 1, 2009, and then on or before the first day of each succeeding month thereafter. Respondent shall provide the Board with a copy of each individual monthly check or money order, on or before the first day of each month, in order to confirm that each monthly payment was made to each consumer. Copies of the monthly checks or money orders shall be sent to the Board at the address described in paragraph #3 above.

5. Respondent's failure to make a timely payment in the stated amount, pursuant to the terms of the payment plan outlined in paragraphs #3 & #4 above, may result in an automatic suspension of respondent's license to practice plumbing in the State of New Jersey.

6. Respondent shall have the right to apply for removal of the automatic suspension on five (5) days notice, but in such event shall be limited to a showing that he has complied with the payment schedule and has otherwise complied with the conditions of this final order.

NEW JERSEY STATE BOARD OF
EXAMINERS OF MASTER PLUMBERS

By: Peter I Voros
Peter Voros
Board Chairman