

PAULA T. DOW
ATTORNEY GENERAL OF NEW JERSEY
Division of Law 5th Floor
124 Halsey Street
P.O. Box 45029
Newark, New Jersey 07101
Attorney for the Board of Examiners of Master Plumbers

FILED
BOARD OF EXAMINERS OF
MASTER PLUMBERS
Laurence DeWys
6-17-10

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

WALTER KAZAR, LMP
License No. 36BI00798400

TO PRACTICE AS A PLUMBER
IN THE STATE OF NEW JERSEY

Administrative Action

PROVISIONAL ORDER
OF DISCIPLINE

This matter was opened to the New Jersey State Board of Examiners of Master Plumbers ("the 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:

1. Walter Kazar ("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 A.G. who hired respondent to install a high-efficiency boiler and water heater. The total price to be paid by A.G. was three thousand seven-hundred and fifty dollars (\$3,750.00), of which two thousand six hundred (\$2,600.00) was actually paid to respondent. Additionally, respondent was to excavate an oil tank, pump out the oil, and dispose of the tank. The total price to be paid by A.G. for the oil tank work was one thousand eight hundred dollars (\$1,800.00) of which one thousand two hundred dollars

pgs
(1-28)

(\$1,200.00) was actually paid to respondent. The total amount paid to respondent by A.G. was three thousand eight hundred dollars (\$3,800.00). (Exhibit A, copy of invoice indicating payment of \$2,600.00 by A.G. to respondent on July 23, 2005, attached and made a part of hereto). (Exhibit B, copy of invoice indicating payment of \$1,200.00 to respondent on July 23, 2005, attached and made a part of hereto).

3. A.G. testified before the Board on February 28, 2008. According to A.G., there were no signed contracts between himself and respondent, only the invoices signed by respondent and dated July 23, 2005. Final inspection of the project failed due to a list of 12 violations. A.G. was advised by subsequent contractors that nearly all of the work had to be redone. (Exhibit C, copy of testimony of A.G. , pg. 7, lines 9 thru 25; pg.8, lines 1 thru 22). (Exhibit D, copy of failed inspection from the Township of East Brunswick, Division of Construction Inspection, dated December 2, 2005, attached and made a part of hereto).

4. The second complaint is from consumer A.C., who hired respondent to complete a basement project including framing, plumbing, electrical, HVAC, sheet-rock, carpentry and renovating a half bath into a full bath, which included new plumbing roughing. In addition, as a separate job, respondent was to remove a large elbow duct in the HVAC system, rebuild the supply line and return the line in the rafters. Respondent represented that both projects would be finished within a month and a half. (Exhibit E, copy of statement dated August 16, 2006 outlining work to be completed, attached and made a part of hereto). (Exhibit F, copy of invoice dated August 24, 2006 outlining work to be completed, attached and made a part of hereto).

5. More than two months later, respondent had not finished the work for A.C. Respondent eventually stopped showing up to work on the project. A.C. was forced to hire other contractors to redo and complete the work done by respondent and repair the damage caused by his work. A.C., provided proof of payment to respondent in cash and checks totaling six thousand five hundred and twenty-five dollars (\$6,525.00). A.C. provided a statement and an invoice, both

signed by respondent only, totaling cash payments of \$2,500.00 and \$1,200.00. There is no evidence of a signed contract between A.C. and respondent. (Exhibit E, copy of statement indicating payment of \$2,500.00 to respondent on August 14, 2006, attached and made a part of hereto). (Exhibit F, copy of job invoice indicating payment of \$1,200 to respondent on August 24, 2006, attached and made a part of hereto).

6. The third complaint was received from consumer G.S. who asserts she paid respondent one thousand six hundred dollars (\$1,600.00) to remodel her kitchen. Respondent only showed up occasionally to perform the work and worked for only short periods of time. G.S. filed a civil action against respondent in the Middlesex County Superior Court and obtained a judgment in the amount of one thousand six hundred and fifteen dollars (\$1,615.00). (Exhibit G, copy of Order for Entry of Judgment, Superior Court of New Jersey, Middlesex County, Special Civil Part, dated July 21, 1999, attached and made a part of hereto).

7. On October 23, 2008, respondent appeared at an investigative inquiry before the Board. Regarding the complaint received from A.G., respondent acknowledged he was paid a total of three thousand eight hundred dollars (\$3,800.00) by A.G. When asked whether there was a contract between himself and A.G., respondent testified that he had an invoice and was not certain whether that invoice contained a signature by A.G. Respondent was unable to produce copies of contracts between his company and A.G. Respondent acknowledged that the work failed inspection, but claims that A.G. would not allow him into the home to correct the violations. (Exhibit H, copy of certified transcript from October 23, 2008 investigative inquiry, pgs. 9 & 10, attached and made a part of hereto).

8. Regarding the complaint received from A.C., respondent testified that he was unable to produce a copy of a contract. Respondent stated that he did not retain a copy of a contract that was written by A.C. (Exhibit I, copy of certified transcript from October 23, 2008 inquiry, pgs. 27 & 28, attached and made a part of hereto).

CONCLUSIONS OF LAW

1. 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 A.G. and A.C. whereby the purchase price for the work to be performed was in excess of \$500.00.

2. The above preliminary findings of fact provide grounds for disciplinary action against respondent's license, pursuant to N.J.S.A. 45:1-21(d), for engaging in repeated acts of negligence, by failing to obtain signed contracts with A.G. and A.C., for the twelve (12) code violations cited by East Brunswick plumbing sub-code official for the work performed for A.G., and for the judgment entered against him concerning the negligent work performed for consumer G.S.

ACCORDINGLY, IT IS on this 27 day of MAY, 2010

ORDERED that:

1. Respondent is hereby reprimanded for the violations of N.J.A.C. 13:45A-16.2(12) and N.J.S.A. 45:1-21(d).

2. Respondent's license to practice plumbing in the State of New Jersey is hereby provisionally suspended for performing work for consumers A.G and A.C. without a required signed contract and for repeated acts of negligence by failing to obtain signed contracts with A.G. and A.C., for the twelve (12) code violations cited by the East Brunswick plumbing sub-code official for the work performed for A.G., and for the judgement entered against him concerning the negligent work performed for consumer G.S.

3. The suspension shall remain active and the Board shall not consider an application for reinstatement until such time as respondent has documented to the satisfaction of the Board the following:

a) Respondent has reimbursed consumer A.G. in the amount of three thousand eight hundred dollars (\$3,800). Payment shall be by a certified check or a money order

made payable to A.G. and shall be sent to Executive Director, New Jersey State Board of Examiners of Master Plumbers, 124 Halsey Street, 6th floor, Newark, NJ 07101.

b) Respondent has reimbursed consumer A.C. in the amount of six thousand five hundred and twenty-five dollars (\$6,525.00). Payment shall be made by certified check or a money order made payable to A.C. and shall be sent to the address outlined in paragraph 3 (a) above.

c) Respondent has reimbursed consumer G.S. pursuant to the terms of the Middlesex County Superior Court Order dated July 21, 1999. Payment of the outstanding amount of money owed to G.S. shall be made by certified check or money order made payable to G.S. and shall be sent to the address outlined in paragraph 3 (a) above.

4. Any practice in this State prior to formal reinstatement of license by the Board shall constitute grounds for a charge of unlicensed practice. In addition, the Board reserves the right to place restrictions on respondent's practice should his license be reinstated.

5. The within Order shall be subject to finalization by the Board at 5:00 p.m. on the 30th business day following entry hereof unless respondent requests a modification or dismissal of the above stated Findings of Fact or Conclusions of Law by:

a) Submitting a written request for modification or dismissal to Executive Director, State Board of Examiners of Master Plumbers, 124 Halsey Street, Sixth Floor, P.O. Box 45008, Newark, New Jersey 07101.

b) Setting forth in writing any and all reasons why said findings and conclusions should be modified or dismissed.

c) Submitting any and all documents or other written evidence supporting respondent's request for consideration and reasons therefor or offered in mitigation of penalty.

6. Any submissions will be reviewed by the Board, and the Board will thereafter determine whether further proceedings are necessary. If no material discrepancies are raised

through a supplemental submission during the thirty-day period, or if the Board is not persuaded that submitted materials merit further consideration, a Final Order of Discipline will be entered.

7. In the event that respondent's submissions establish a need for further proceedings, including, but not limited to, an evidentiary hearing, respondent shall be notified with regard thereto. In the event that an evidentiary hearing is ordered, the Board shall not be bound by the findings, conclusions and sanctions herein.

BOARD OF EXAMINERS OF MASTER PLUMBERS

By: Peter I Voros
Peter Voros
Board Chairman

EXHIBIT A

W. C. KAZAR

JOB INVOICE



Plumbing, Heating & Air Cond.
Complete Installation

732-921-7008 *

Remodeling • Home Improvements

Phone 732-213-3142 Lic. #7984

CUSTOMERS ORDER NO.	DATE ORDERED
ORDER TAKEN BY	DATE PROMISED <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.

BILL TO	ANnette Gust	PHONE
ADDRESS	3 GRANT AVE	MECHANIC
CITY	EAST BRUNSWICK NJ	HELPER
JOB NAME AND LOCATION	732 651-1684 215-407-8746	<input checked="" type="checkbox"/> DAY WORK
DESCRIPTION OF WORK	ERICK	<input type="checkbox"/> CONTRACT
	gas	<input type="checkbox"/> EXTRA
	Hotwater Boiler	
	HWH	

QUANT.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
(1)	INSTALL GAS Fined HOT WATER Boiler High EFFICy No chimney needed, vent kit Tie syst to Boiler		
(1)	High EFFICy HWH No chimney needed GAS Fined 40 HWH		
	TOTAL		3,750.00
	<i>[Signature]</i> 7/24/05 PAID Down		2,600.00
	Balance		\$1,150.00

HOURS	LABOR	AMOUNT	TOTAL MATERIALS
	MECHANICS @		TOTAL LABOR
	HELPERS @		TAX
I hereby acknowledge the satisfactory completion of the above described work:		TOTAL LABOR	TOTAL
SIGNATURE	DATE COMPLETED		

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EXHIBIT B

EXHIBIT C

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8

1 residing at 3 Grant Avenue, East Brunswick, New
 2 Jersey, having been duly sworn by the Notary, was
 3 examined and testified as follows:
 4 MR. DONOFRIO: Mrs. Gus, I'm going to
 5 start by getting some background information.
 6 Could you tell us more about how you're
 7 employed? You're an English teacher?
 8 MRS. GUS: I'm a high school English
 9 teacher, Rahway High School.
 10 MR. DONOFRIO: And you and Mr. Goodman
 11 are the owners of the property located at 3 Grant
 12 Avenue, East Brunswick?
 13 MRS. GUS: Yes.
 14 MR. DONOFRIO: And the nature of your
 15 relationship, you're married?
 16 MRS. GUS: Correct.
 17 MR. DONOFRIO: And you hired Walter
 18 Kazar to do work at your residence
 19 MRS. GUS: Yes.
 20 MR. DONOFRIO: What work did you hire
 21 Mr. Kazar to perform?
 22 MRS. GUS: We had a dormer, a bedroom
 23 suite added on to a ranch home and he was hired
 24 to do all the plumbing, to also help to convert
 25 us from oil which we had previously had to gas.

1 to --
 2 MR. DONOFRIO: Gas?
 3 MR. GOODMAN: Right. That's why we
 4 hired him on, on his word. So those are
 5 different ones. We have contracts for him to do
 6 those jobs.
 7 MR. DONOFRIO: Okay. If I can see
 8 those, please.
 9 MR. GOODMAN: One of these is for the
 10 tank abandonment, shows what we gave him down and
 11 the other is for the other installation what we
 12 gave him down.
 13 MR. DONOFRIO: I think we have these.
 14 MR. GOODMAN: We sent everything more
 15 than once.
 16 MR. DONOFRIO: These appear to be job
 17 invoices. They're not signed. You don't have
 18 signed contracts?
 19 MR. GOODMAN: This is what he gave
 20 us. To say he was difficult to deal with is a
 21 major understatement. We gave you what he gave
 22 us.
 23 MR. DONOFRIO: Let's go through each
 24 one just so we have the amount of money that you
 25 paid on the record. One invoice -- well, they're

7

9

1 That included a new gas furnace, water heater
 2 and -- really he was originally hired to do all
 3 the plumbing in the house including a new
 4 bathroom upstairs and the plumbing bath, of
 5 course, goes along with the installation of that.
 6 In addition, he was to drain in oil tank
 7 underground and a side yard that we have as part
 8 of the conversion and abandon it.
 9 MR. DONOFRIO: And was there a written
 10 contract between yourself and Mr. Kazar?
 11 MRS. GUS: Yes.
 12 MR. DONOFRIO: Do you have a copy of
 13 that with you?
 14 MR. GOODMAN: Before I show you this,
 15 there's just a point to this. These were all
 16 separate contracts. The dormer, he was hired by
 17 a contractor to work for him to work on the
 18 dormer.
 19 MR. DONOFRIO: The G.C.?
 20 MR. GOODMAN: Yes. That had nothing
 21 to do with this.
 22 MRS. GUS: He's right.
 23 MR. GOODMAN: The general contractor
 24 then recommended him to us to do the work for the
 25 tank abandonment and the conversion from oil

1 both dated July 23, 2005. The one from the
 2 installation, the hot water boiler and the gas
 3 furnace, how much was the quote on that? Did I
 4 take your only copy?
 5 MR. GOODMAN: No, I have another one.
 6 The total that he asked was 3750 and we gave him
 7 if you note under it we gave him 2600. There's a
 8 signature and a date and it says paid down 2600.
 9 MR. DONOFRIO: With a balance due of
 10 \$1,150?
 11 MR. GOODMAN: Right.
 12 MR. DONOFRIO: The other one concerns
 13 a tank abandonment?
 14 MR. GOODMAN: I'm sorry.
 15 MR. DONOFRIO: The other one concerns
 16 the tank abandonment?
 17 MR. GOODMAN: Tank abandonment. It
 18 says the same date, the date, the signature, says
 19 paid down 1200. So the total that we gave him on
 20 that date was 3800.
 21 MR. DONOFRIO: And then the plumbing
 22 that he performed concerning the dormer was
 23 through the G.C., does that --
 24 MR. GOODMAN: Really didn't have
 25 anything to do -- I mean, it ended up causing us

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EXHIBIT D

TOWNSHIP OF EAST BRUNSWICK
Division of Construction Inspection
P.O. Box 1081
1 Jean Walling Civic Center
East Brunswick, New Jersey 08816-1081



For Information Call: (732)390-6875

Permit No. 05-2053

NOT APPROVED

- BUILDING ELECTRICAL
 PLUMBING FIRE PROTECTION
 OTHER _____
 ELEVATOR DEVICES

Type of Inspection BOILER/WATER HEATER

Date 12/2/05 Inspector LC

Comments: 1) NEED BLOWOFF PIPING ON BOILER/HWH
2) PROVIDE BACKFLOW PREVENTOR ON BOILER
3) MOVE BOILER 4" MIN OFF BACKWALL
4) NEED SHUTOFF UPSTREAM FROM X TANK
OR ADD 1 @ TANK 5) GAS COCK @ HWH

TOWNSHIP OF EAST BRUNSWICK
Division of Construction Inspection
P.O. Box 1081
1 Jean Walling Civic Center
East Brunswick, New Jersey 08816-1081



For information Call: (732)390-6875

Permit No. 05-2053

NOT APPROVED

- | | |
|--|--|
| <input type="checkbox"/> BUILDING | <input type="checkbox"/> ELECTRICAL |
| <input checked="" type="checkbox"/> PLUMBING | <input type="checkbox"/> FIRE PROTECTION |
| <input type="checkbox"/> OTHER | |
| <input type="checkbox"/> ELEVATOR DEVICES | |

Type of Inspection WATER HEATER / BOILER

Date 12/2/05 Inspector [Signature]

Comments: 5) NEED GAS COCK FOR BOILER W/ H

6) VENT FOR BOILER NOT PITCHED

7) SUPPORT HORIZONTAL VENTING FROM BOILER

8) SEAL MASONRY W/ SLEEVE AROUND
BOILER EXHAUST VENTING

12) 48" MAX on PVC HORIZ supports

TOWNSHIP OF EAST BRUNSWICK
Division of Construction Inspection
P.O. Box 1081
1 Jean Walling Civic Center
East Brunswick, New Jersey 08816-1081



For Information Call: (732) 390-6875

Permit No. 05-2053

NOT APPROVED

- BUILDING
- ELECTRICAL
- PLUMBING
- FIRE PROTECTION
- OTHER
- ELEVATOR DEVICES

Type of Inspection: BOILER

Date: 12/2/05 Inspector: [Signature]

Comments: 9) NEED LOW WATER CUTOFF ON BOILER

10) NEED CLEARANCE AS SPECIFIED ON PIPE AWAY FROM PVC

11) PVC NEEDS SLEEVE + SEAL MASONRY

EXHIBIT E

W. C. KAZAR
 Plumbing Heating Air
 24hr Service, Lic # 7984
 Ph: 732-213-3142

42 Middlesex Ave 560902
 Edison NJ 08802

STATEMENT

DATE 8/14/06

TERMS
 Start 8/14/06

TO Andrew Coppola
 ADDRESS 221 Van Fleet Ave
 So Plainfield N.J.
 IN ACCOUNT WITH Customers purchase of material

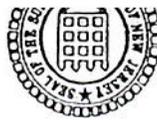
Finish sheet Rocking Basement				
Tap & Sparkle, install Doors				
in Basement, Tile Laundry, area				
New Bathroom area				
Remodeling to make ready for				
Future use in Kitchen Existing				
Tie in Flex line to Register Existing				
Run duct from Floor down in Kitchen				
Dig up install Sump Pump in Floor				
change Trap Flange in New Bath				
Cement close opening in Office Floor				
Cement close Sewer line Existing Bldg close				
and Seal				
Roughing Bath upstairs to install				
Showers Frame & Sump				\$ 650.00
install Doors 8/14/06				250.00
pay down to				\$ 900.00
Bal previous				0.00

adams DC5812

CASH

EXHIBIT F

EXHIBIT G



Geralyn & Tiber Sipos
350 Independence Blvd.
North Brns NJ 08902
Plaintiff(s)

SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY
SPECIAL PART

v.
Walter Kazar
2378 Rt 27
Ne Brns NJ 08902
Defendant(s)

Docket No. SC-001407-99
CIVIL ACTION
ORDER FOR ENTRY OF JUDGMENT

Geralyn & Tiber Sipos, appearing on behalf of Plaintiffs;
Walter Kazar, appearing on behalf of Defendants herein.

THIS COURT, having considered the allegations of the complaint, and supporting documentations and for good cause having been shown;

IT IS ORDERED THAT AN ENTRY OF JUDGMENT, is on this 21st day of July, 1999, signed and entered in the total sum of \$ 1615⁰⁰, consisting of:

Principal	\$ <u>1600⁰⁰</u>
Interest	\$ _____
Costs	\$ <u>15</u>
Attorneys' Fees	\$ _____
Total	\$ <u>1615⁰⁰</u>

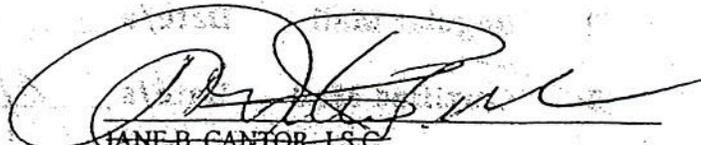

JANE B. CANTOR, J.S.C.
Lorraine Pullen, J.S.C.

EXHIBIT H

1 an oil tank as well?

2 A. Not an oil tank, I was going to band it -- band
3 it and pump the oil out of the tank.

4 I was telling her, "There's a charge for the
5 chimney." The man -- the husband wouldn't talk to me.
6 I talked to the builder. I was just hitting the wall.

7 With the deposit they gave me, I pumped the tank
8 out and took care of getting rid of the oil and took the
9 chimney down -- no money.

10 Q. How much did you receive from the consumers?

11 A. 30-some hundred dollars I got a check for.

12 Q. Do you have copies of the contracts?

13 A. I don't have them with me.

14 Q. You don't have any contracts?

15 A. No.

16 Q. Can I ask why you don't have contracts?

17 A. I had a billing.

18 Q. A billing?

19 A. A bill head, an invoice.

20 Q. When was that invoice generated, prior to the

21 work being done or subsequent?

22 A. Prior to it.

23 Q. Does that invoice contain a signature by the
24 consumers?

25 A. I don't recall.

1 Q. You had separate invoices for the installation of
2 the boiler and the water heater on one invoice, and then
3 for the oil tank on the other; is that how it works?

4 A. Right.

5 Q. Now, according to the consumers, you received a
6 total of \$3,800 from them; is that about right?

7 A. That's it. It cost me more for the equipment.

8 Q. Now, part of the complaint concerns the fact that
9 they paid you to begin the job in July, but you did not
10 show up until November of that year, 2007. You
11 continued to put them off, they were forced to use area
12 heaters throughout the winter. How do you respond to
13 that?

14 A. No, that didn't work that way.

15 I started when they needed me over there, and I
16 supplied the heaters for them. I gave them portable
17 heaters while I did the work. I supplied heat while we
18 worked.

19 Q. I may be misstating the years. The Board is in
20 possession of two invoices, and they indicate a date of
21 7/23/05. Was that the date that the work was begun?

22 A. According to that, yes.

23 Q. July 23, 2005?

24 A. Yes.

25 Q. When did you actually start the job?

25

EXHIBIT I

1 well?

2 A. Yeah.

3 Q. Are you registered as a home improvement
4 contractor with the Division of Consumer Affairs?

5 A. No.

6 Q. You're not? When was this work undertaken?

7 A. He took out all the permits. He took all the
8 permits out. He had someone else there before me and
9 claimed that he kept his tools and then he did the same
10 thing to me.

11 Q. Can I ask you how much you were paid by Mr.
12 Coppola?

13 A. I received some money from him, yes.

14 Q. How much?

15 A. I think \$3,000 or \$4,000.

16 Q. He's claiming the total paid was \$7,155. How do
17 you respond to that?

18 A. It was a different item.

19 Q. Can we see a copy of the contract between
20 yourself and Mr. Coppola?

21 A. Pardon me?

22 Q. Can we see a copy of the contract between
23 yourself and Mr. Coppola?

24 A. I don't have it.

25 Q. You don't have it with you or there's no

1 contract?

2 A. It was on paper, he wrote it.

3 Q. Did you retain a copy of that piece of paper?

4 A. No.

5 Q. Did you pull permits for the plumbing portion of
6 this job?

7 A. Pardon me?

8 Q. Did you pull permits for the plumbing portion of
9 this job?

10 A. He had all the permits there already. He just
11 wanted me to do it.

12 Q. Do you have copies of the permits that were
13 pulled?

14 A. No, I don't.

15 Q. Mr. Coppola contends that although you were hired
16 on August 14, 2006, you stopped showing up on the
17 project.

18 A. No, I didn't. I was there.

19 Q. The job was never completed.

20 A. He wouldn't let me in. He locked me out and kept
21 my equipment.

22 Q. Why wouldn't he let you in?

23 A. He wouldn't let me in to finish it.

24 Q. Was there a dispute or a disagreement?

25 A. He did the same thing to the other guy. I don't

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