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FILED
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Division of Consumer Affairs

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

In the Matter of	Administrative Action
NORTH JERSEY PAVING & CONSTRUCTION, L.L.C.,	**CONSENT ORDER**
Respondent.	

WHEREAS this matter having been opened by the New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division"), as an investigation to ascertain whether violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), the Contractors' Registration Act, N.J.S.A. 56:8-136 et seq., and the Regulations Governing Home Improvement Practices , N.J.A.C. 13:45A-16.1 et seq. ("Home Improvement Regulations") have been or are being committed by North Jersey Paving & Construction, L.L.C., as well as its owners, officers, directors, managers, agents, servants, employees, representatives, independent contractors, subsidiaries, successors and assigns (collectively,"Respondent"), (hereinafter referred to as the "Investigation");

WHEREAS Respondent, with a main business address of 16 Spielman Road, Fairfield, New Jersey, 07004, is engaged in the business of offering for Sale and selling Home Improvements;

WHEREAS the Division alleges that Respondent has committed violations of the CFA, the Contractors' Registration Act, and/or the Home Improvement Regulations;

WHEREAS Respondent denies that it has committed any violations of the CFA, the Contractors' Registration Act, and/or the Home Improvement Regulations;

WHEREAS the Division and Respondent (collectively, the "Parties") having reached an amicable agreement resolving the issues in controversy and concluding the Investigation without the need for further action, and Respondent having voluntarily cooperated with the Investigation and consented to the entry of the within order ("Consent Order") without having admitted violation of law or finding of fact, and for good cause shown:

IT IS ORDERED and **AGREED** as follows:

1. EFFECTIVE DATE

1.1 This Consent Order is effective on the date that it is filed with the Division ("Effective Date").

2. DEFINITIONS

As used in this Consent Order, the following words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Order:

2.1 "Affected Consumers" shall refer to and

2.2 "Attorney General" shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

2.3 "Consumer" shall refer to any Person, who is offered Merchandise, for Sale.

2.4 "Contractor" shall be defined in accordance with N.J.S.A. 56:8-137.

2.5 "Home Improvement" shall be defined in accordance with N.J.S.A. 56:8-137 and/or N.J.A.C. 13:45A-16.1A.

2.6 "Home Improvement Contract" shall be defined in accordance with N.J.S.A. 56:8-137 and/or N.J.A.C. 13:45A-16.1A.

2.7 "Merchandise" shall be defined in accordance with N.J.S.A. 56:8-1(c).

2.8 "Person[s]" shall be defined in accordance with N.J.S.A. 56:8-1(d).

2.9 "Sale" shall be defined in accordance with N.J.S.A. 56:8-1(e).

2.10 "Sales representative" shall be defined in accordance with N.J.A.C. 13:45A-16.1A.

2.11 "Seller" shall be defined in accordance with N.J.A.C. 13:45A-16.1A.

2.12 "State" shall refer to the State of New Jersey.

3. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

3.1 Respondent shall not engage in any unfair or deceptive acts or practices in the conduct of its business in the State and shall comply with all applicable State and/or Federal laws, rules and

regulations as now constituted or as may hereafter be amended including, but not limited to, the CFA, the Contractors' Registration Act, and/or the Home Improvement Regulations.

3.2 Respondent shall not accept payment for Home Improvement work and then fail to complete such work.

3.3 Respondent shall provide a "Notice to Consumer" in Home Improvement Contracts, as required by N.J.S.A. 56:8-151b.

3.4 Respondent shall include in Home Improvement Contracts the dates or time period on or within which the Home Improvement is to commence and/or be completed, in accordance with N.J.A.C. 13:45A-16.2(a)(12)(iv).

3.5 Respondent shall include the legal name and business address of the Sales Representative or agent who solicited or negotiated the contract for the Seller, in all Home Improvement Contracts, as required by N.J.A.C. 13:45A-16.2(a)12(i).

3.6 Respondent shall include in Home Improvement Contracts a description of the principal products and/or materials to be used or installed, as required by N.J.A.C. 13:45A-16.2(a)12(ii).

3.7 Respondent shall include in Home Improvement Contracts the legal name, business address and Home Improvement Contractor registration number, in accordance with N.J.S.A. 56:8-151a(1) and N.J.S.A. 56:8-144.

3.8 Respondent shall provide a copy of the certificate of commercial liability insurance to Consumers, as required by N.J.S.A. 56:8-151a(2).

4. AFFECTED CONSUMERS

4.1 Respondent shall complete all work including, but not limited to, paving and laying asphalt within the property lines set out by the Affected Consumers' survey, for the Affected Consumers, by April 30, 2012. Should Respondent fail to complete the work for the Affected Consumers by April 30, 2012, Respondent will provide the Affected Consumers with a refund in the amount of Seven Thousand and 00/100 Dollars ($7,000.00), on or before May 4, 2012.

5. SETTLEMENT PAYMENT

5.1 The Parties have agreed to a settlement of the Investigation in the amount of Three Thousand Two Hundred and Fifty and 00/100 Dollars ($3,250.00) ("Settlement Amount").

5.2 Respondent shall pay Three Thousand Two Hundred and Fifty and 00/100 Dollars ($3,250.00) of the Settlement Amount ("Settlement Payment") on or before the Effective Date.

5.3 The Settlement Payment consists of a civil penalty, pursuant to N.J.S.A. 56:8-13.

5.4 Respondent shall make the Settlement Payment by certified check, attorney trust account check, or other guaranteed funds made payable to the "New Jersey Division of Consumer Affairs" and forwarded to the undersigned:

Sabina McKinney, Deputy Attorney General
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
Consumer Fraud Prosecution Section
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

5.5 Upon making the Settlement Payment, Respondent shall immediately be fully divested of any interest in, or ownership of, the moneys paid. All interest in the moneys, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Division pursuant to the terms herein.

6. GENERAL PROVISIONS

6.1 This Consent Order is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Consent Order.

6.2 This Consent Order shall be governed by, and construed and enforced in accordance with, the laws of the State.

6.3 Respondents represent and warrant that they have been advised to seek legal counsel to review this Consent Order and that they have voluntarily chosen not to do so.

6.4 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Order and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Order.

6.5 This Consent Order contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Order shall be modified only by a written instrument signed by or on behalf of the Parties.

6.6 Except as otherwise explicitly provided in this Consent Order, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

6.7 If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

6.8 This Consent Order shall be binding upon Respondent as well as its owners, officers, directors, managers, agents, servants, employees, representatives, subsidiaries, successors and assigns, and any entity or device through which it may now or hereafter act, as well as any Persons who have authority to control or who, in fact, control and direct its business.

6.9 This Consent Order shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Order avoid compliance with this Consent Order.

6.10 This Consent Order is entered into by the Parties for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Order shall be construed as: (a) an approval, sanction or authorization by the Division or any other governmental unit of the State of any act or practice of Respondent; or (b) an admission by Respondent that any of its acts or practices described in or prohibited by this Consent Order are unfair or deceptive or violate the CFA, the Contractors' Registration Act, and/or the Home Improvement Regulations. Neither the existence of, nor the terms of this Consent Order shall be deemed to constitute evidence or precedent of any kind except in: (a) an action or proceeding by one of the Parties to enforce, rescind or otherwise implement any or all of the terms herein; or (b) an action or proceeding involving a Released Claim (as defined in Section 7) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

6.11 The Parties represent and warrant that their signatories to this Consent Order have authority to act for and bind the respective Parties.

6.12 This Consent Order is a public document subject to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

6.13 Unless otherwise prohibited by law, any signatures by the Parties required for filing of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Order.

7. RELEASE

7.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Respondent fulfilling the requirements of Sections 3 and 4, and making the Settlement Payment referenced in Section 5, the Division hereby agrees to release Respondent from any and all civil claims or Consumer related administrative claims, to the extent permitted by State law, which the Division could have brought against Respondent for violations of the CFA, the Contractors' Registration Act, and/or the Home Improvement Regulations, prior to the Effective Date for matters arising out of the Investigation as well as the matters specifically addressed in this Consent Order (the "Released Claims").

7.2 Notwithstanding any term of this Consent Order, the following do not comprise Released Claims: (a) private rights of action; (b) actions to enforce this Consent Order; and (c) any claims against Respondent by any other agency or subdivision of the State.

8. PENALTIES FOR FAILURE TO COMPLY

8.1 The Attorney General (or designated representative) shall have the authority to enforce the injunctive provisions of this Consent Order or to seek sanctions for violations hereof or both.

8.2 The Parties agree that any future violations of the injunctive provisions of this Consent Order, the CFA, the Contractors' Registration Act, and/or the Home Improvement Regulations, shall constitute a second or succeeding violation under N.J.S.A. 56:8-13 and that Respondent may be liable for enhanced civil penalties.

9. COMPLIANCE WITH ALL LAWS

9.1 Except as provided in this Consent Order, no provision herein shall be construed as:

a. Relieving Respondent of its obligation to comply with all State and Federal laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or

b. Limiting or expanding any right the Division may otherwise have to obtain information, documents or testimony from Respondent pursuant to any State or Federal law, regulation or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right Respondent may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Division to obtain such information, documents or testimony.

10. NOTICES UNDER THIS CONSENT ORDER

10.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Division or Respondent pursuant to this Consent Order shall be sent by United States mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Division:

Sabina McKinney, Deputy Attorney General
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
Consumer Fraud Prosecution Section
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

For the Respondent:

William Edward Mesker
Secretary
North Jersey Paving & Construction, L.L.C.
16 Spielman Road
Fairfield, New Jersey 07004
(973) 356-7007

IT IS ON THE 25th **DAY OF** April**, 2012 SO ORDERED.**

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY

By:_____
ERIC T. KANEFSKY, ACTING DIRECTOR
DIVISION OF CONSUMER AFFAIRS

THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS CONSENT ORDER ON THE DATES ADJACENT TO THEIR RESPECTIVE SIGNATURES.

FOR THE DIVISION

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY

By: _____ Dated: 4/24, 2012

Sabina P. McKinney
Deputy Attorney General
Consumer Fraud Prosecution Section
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Telephone: (973) 648-3146

FOR THE RESPONDENT:

NORTH JERSEY PAVING & CONSTRUCTION, L.L.C.

By: _____ Dated: 4/23/2012, 2012

William Mesker
North Jersey Paving & Construction, L.L.C.
16 Spielman Road
Fairfield, New Jersey 07004
(973) 356-7007