

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY

Division of Law
124 Halsey Street
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By: James J. Savage
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FILED

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Division of Consumer Affairs

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

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

And

Bellini Juvenile Designer Furniture Corp.

Administrative Action
I# 0600360

Twins Twice, Inc. d/b/a Bellini of Cherry Hill

Consent Order

Dave Monopoly, Inc. d/b/a Bellini

Baby Boomers Furniture, Inc. d/b/a Bellini

EC Juvenile Furniture, Inc. d/b/a Bellini

Classy Kids Rooms, Inc. d/b/a Bellini

Respondents

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"), have been or are being

committed by Bellini Juvenile Designer Furniture Corporation, Twins Twice, Inc. d/b/a Bellini; Dave Monopoly, Inc. d/b/a Bellini; Baby Boomers, Inc. d/b/a Bellini; EC Juvenile Furniture, Inc. d/b/a Bellini; Classy Kids Rooms, Inc. d/b/a Bellini (hereinafter collectively referred to as "Respondents"), in connection with the operation of Respondents' business involving the sale and delivery of home furnishings; and it appearing that the parties have reached an amicable agreement thereby resolving the issue in controversy and concluding this matter without the need for further action, and without any admission of finding of liability or fault, and Respondents having voluntarily cooperated and consented to the entry of the within Order and for good cause shown,

IT IS on this 21 day of Dec 20, 2008, ORDERED and AGREED as follows:

BUSINESS PRACTICES

1. Respondent, their officers, directors, employees, agents, representatives and/or assigns 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 constituted or as may hereafter be amended, including but not limited to the Consumer Fraud Act, Delivery of Household Furniture and Furnishings; General Advertising and Disclosure of Refund Policy in Retail Establishments as set forth in N.J.A.C. 13:45A-1 et seq..
2. Respondents shall cease and desist from engaging in the following:
 - (a) Failing to include in advertisements that the merchandise is sold in an unassembled condition. N.J.S.A. 56:8-2.

- (b) Failing to include selling price of merchandise at point of sale
N.J.S.A. 56:8-2.5
- (c) Failing to include the following statement on invoices/contracts in ten point bold “ the merchandise you have ordered is promised for delivery to you on or before (insertion of date) N.J.A.C. 13:45A-5.2(a)
- (d) Failing to include the following statement of invoices/contracts in ten point bold “if the merchandise ordered by you is not delivered by the promised delivery date (name of seller) must offer you the choice of (1) canceling your order with a prompt, full refund of any payments you have made, or (2) accepting delivery at a specific later date.”. N.J.A.C. 13:45A-5.3(a).
- (e) Failing to post Refund Policy as required by N.J.A.C. 13:45A-15.2(a) 1, specifically
 - i. On a sign attached to the merchandise itself; or
 - ii. On a sign affixed to each cash register or point of sale; or
 - iii. On a sign so situated as to be clearly visible to the buyer from the cash register; or
 - iv. On a sign posted at each store entrance used by members of the consuming public.
- (f) Failing to post Refund Policy disclosing any and all material facts, required by N.J.A.C. 13:45A-15.2(a) 2, specifically;
 - i. On merchandise which has been advertised as “sale” merchandise or “as is”,

- ii. On merchandise for which no proof of purchase exists;
- iii. At any time, or only up to a specified time after the date of purchase;
- iv. In cash, as a credit to the account on which the purchase was debited, or as a store credit only.

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

- (a) include in advertisement merchandise sold is in an unassembled condition.
N.J.S.A. 56:8-2.
- (b) merchandise offered for sale at retail shall be plainly marked by a stamp, tag, label or sign either affixed to the merchandise or located at the point where the merchandise is offered for sale. N.J.S.A. 56:8-2.5
- (c) Shall include in the contract or sales documents the following statement, in ten point bold: “Deliver all of the ordered merchandise by or on the promised delivery date; or
- (d) Shall include in the contract or sales documents the following statement, in ten point bold “if the merchandise ordered by you is not delivered by the promised delivery date, (insert name of seller) must offer you the choice of (1) canceling your order with a prompt, full refund of any payments you have made, or (2) accepting delivery at a specific later date.
delivered by the promised date”.
- (e) Shall post the refund policy as described in N.J.A.C. 13:45A-15(a) 1 through
- (f) Shall post the refund policy as described in N.J.A.C. 13:45A-15(a) 2

4. Respondents, jointly and severally, shall pay to the State of New Jersey, Division of Consumer Affairs the amount of Eight Thousand Dollars (\$8,000.00) in civil penalties pursuant to N.J.S.A. 56:8-13.
5. Respondents shall also pay the State of New Jersey, Division of Consumer Affairs the amount of Four Thousand One Hundred Three Dollars and Forty Three Cents (\$4,103.43) as costs of the investigation pursuant to N.J.S.A. 56:8-11. The aforesaid Division costs of \$4,103.43, shall however be suspended by the Division in accordance with the Administrative Procedure Act, N.J.S.A. 52:14B-1 to -15, of a violation of this Consent Order.
6. The total amount of Eight Thousand Dollars (\$8,000.00) set forth in paragraph 6 above, shall be due and payable upon the signing of this Consent Order. All payments shall be made by certified check or money order made payable to the State of New Jersey, Division of Consumer Affairs and shall be mailed to:

State of New Jersey
Division of Consumer Affairs
Office of Consumer Protection
124 Halsey Street, 7th Floor
P.O. Box 45025
Newark, NJ 07101
Attention: Diana Petrella, Supervisor
Case Management Tracking

7. If Respondents engage in any acts or practices which constitute a violation of this Administrative Consent Order, the Consumer Fraud Act or the Regulations promulgated thereto, the Respondents may be subject to the imposition of

enhanced penalties pursuant to N.J.S.A. 56:8-13 without prejudice to Respondents' right to present evidence in mitigation and affirmative defenses at the election of the Division of Consumer Affairs.

8. This Consent Order resolves all matters between the Division and Respondents regarding violations of the Consumer Fraud Act and the regulations promulgated pursuant thereto that were known or that could have been known through December 4, 2007.
9. The parties acknowledge that for purposes of enforcement of this Consent Order, New Jersey law shall govern the terms and provisions herein.
10. If any provision of this Consent Order or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Consent Order or the application of such provision to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Consent Order shall be valid and enforced to the fullest extent permitted by law.
11. This Consent Order constitutes the entire agreement between the parties hereto and shall bind the parties hereto and the respective officers, directors, agents, employees, successors and assigns.
12. Nothing in this Consent Order shall be construed to limit the authority of the Attorney General to investigate and monitor compliance with this Order.
13. Nothing in this Consent Order shall bar the State or other government entity from enforcing laws, regulations or rules against Respondents herein.

14. Nothing contained herein shall bind or affect the rights of any persons not a party hereto.
15. Nothing in this Consent Order shall be construed as relieving Respondents of the obligation to comply with all state or federal laws, regulations, or rules.
16. Respondents have been advised to have an attorney review this document before signing.
17. This Consent Order constitutes a final agency order and shall be effective upon filing.
18. Respondents acknowledge that this Consent Order is a public document subject to the New Jersey Open Public Records Act.

FOR THE DIVISION:

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY

By: David M. Szuchman
David M. Szuchman, Director
Division of Consumer Affairs

Dated: 10/21/08

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

FOR THE RESPONDENTS:

Irving Freedberg
Irving Freedberg, Individually and as
Franchisor for the Respondents

Dated: 10/7/08

Signed before me this 7th day of October 2008
Ellen Szymkiewicz

ELLEN SZYMKIEWICZ
Notary Public, State of New York
No. 01SZ6033747
Qualified in Ulster County
Commission Expires Nov. 22, 2009