

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

**FILED**

AUG 11 2015

Division of Consumer Affairs

Administrative Action  
No. NOV 1400120

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

of

**4 DM Construction and Demolition LLC,**

Respondent.

**FINAL ORDER  
ON DEFAULT**

This matter was 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.**, the **Regulations Governing Contractor Registration, N.J.A.C. 13:45A-17.1 et seq.** ("Contractor Registration Regulations"), and/or the **Regulations Governing Home Improvement Practice, N.J.A.C. 13:45A-16.1 et seq.** ("Home Improvement Regulations") have been or are being committed by 4 DM Construction and Demolition LLC ("Respondent") (hereinafter referred to as the "Investigation"). That Investigation disclosed that:

Respondent, with a main business address of 492 Central Avenue, Unit 2, Jersey City, NJ 07307, was found to be in violation of the **CFA, Contractors' Registration Act, the Contractor Registration Regulations, and Home Improvement Regulations**. Specifically, Respondent was found to have offered for sale home improvements, but failed to: (1) provide to the consumer a copy of the certificate of insurance; (2) include in the contract the required "Notice to Consumer"; (3) begin or complete all work outlined in the contract; (4) provide in the contract dates or time periods when work is to begin or be completed; (5) give timely written notice to the consumer for any delay (6) provide signatures of all parties in the contract; (7) honor the cancellation clause and/or provide refund to the consumer within 30 days; and (8) include the name and business address of Your business on the contract. A search of the records maintained by the Division revealed that Respondent was not registered as a home improvement contractor at that time he contracted with [REDACTED]

The CFA, **N.J.S.A. 56:8-2**, prohibits the act, use or employment by any person of any unconscionable commercial practice in connection with the sale or advertisement of merchandise, which includes the advertisement, offering and sale of home improvement services.

The **Contractor Registration Act**, **N.J.S.A. 56:8-136 et seq.**, specifically **N.J.S.A. 56:8-138(a)** and the **Contractor Registration Regulations**, specifically, **N.J.A.C. 13:45A-17.3(a)** provides that no person shall offer to perform, engage in and/or attempt to engage in the sale or performance of “Home Improvement[s]” within the definition of the **Contractors’ Registration Act**, specifically, **N.J.S.A. 56:8-137** and the **Contractor Registration Regulations**, specifically, **N.J.A.C. 13:45A-17.2**, unless registered with the Division as a Contractor. Moreover, the **Contractors’ Registration Act**, specifically **N.J.S.A. 56:8-151(a)2**, requires that a contractor provide with every home improvement contract a copy of the certificate of general liability insurance. In addition, the **Contractors’ Registration Act**, specifically, **N.J.S.A. 56:8-151b**, provides that each home improvement contract shall contain a conspicuous “Notice to Consumer” printed in at least 10-point bold-faced type.

Moreover, the **Home Improvement Regulations**, specifically **N.J.A.C. 13:45A-16.2(a)(7)(ii)**, provides that you must begin or complete work on the date or within the time period specified in the home improvement contract, or as otherwise represented.

Moreover, the **Home Improvement Regulations**, specifically, **N.J.A.C. 13:45A-16.2(a)(12)(iv)**, provides that the dates or time period on or within which work is to begin or be completed must be in the home improvement contract.

Moreover, the **Home Improvement Regulations**, specifically, **N.J.A.C. 13:45A-16.2(a)(7)(iii)**, provides that you must give timely written notice to the consumer of reasons beyond Your control for any delay in performance, and when the work will begin or be completed.

Moreover, the **Home Improvement Regulations**, specifically, **N.J.A.C. 13:45A-16.2(a)(1)(2)**, provides that you must have signatures of all parties on the contract, as required by the Home Improvement Regulations.

Moreover, the **Contractors’ Registration Act**, specifically, **N.J.S.A. 56:8-151(b)**, provides you must honor the cancellation clause/provide refund to the consumer within 30 days.

Finally, the **Home Improvement Regulations**, specifically, **N.J.A.C. 13:45A-16.2(a)(12)(i)**, provides you must include the name and business address of Your business on the home improvement contract.

As such, pursuant to **N.J.S.A. 56:8-3.1**, the Director of the Division may: (1) order the Respondent to cease and desist from engaging in unlawful activity, pursuant to **N.J.S.A. 56:8-18**; (2) assess civil penalties against the Respondent, pursuant to **N.J.S.A. 56:8-13**; and (3) direct Respondent to pay restitution, pursuant to **N.J.S.A. 56:8-15**.

A Notice of Violation and Offer of Settlement ("NOV") was mailed to Respondent on **July 17, 2014**, setting forth the findings of fact and conclusions of law above. Attached to the NOV was the Certification of Division Investigator Jared O'Conne ("Investigator O'Conne"), with accompanying exhibits and the Certification of the Assistant Deputy of Registrations and Licensing of the Regulated Businesses and Charities Sections of the Division, Diana Petrella. Such information established the factual basis for the alleged violations.

Respondent was offered the opportunity to be heard on these charges, as set forth in the terms of the NOV. Respondent failed to reply within the fifteen (15) days as allowed by the terms of the NOV and thus, the alleged violations are deemed uncontested and true.

Accordingly, IT IS on this 11<sup>th</sup> day of August, 2015 **ORDERED** that:

1. Respondent shall cease and desist from engaging in any practices in violation of the CFA, the Contractors' Registration Act, the Contractor Registration Regulations, and Home Improvement Regulations.
2. Respondent shall pay the Division the sum of \$6,250.00 as a civil penalty and \$1,100.00 as consumer restitution, pursuant to **N.J.S.A. 56:8-13**. The amount due and owing totals \$7,350.00 and shall be made by a certified check, cashier's check, money order, credit card or wire transfer made payable to the "New Jersey Division of Consumer Affairs" and shall be delivered to the following address:

Attention: Supervisor  
Case Management Tracking Unit  
New Jersey Department of Law and Public Safety  
Division of Consumer Affairs  
124 Halsey Street

P.O. Box 45025  
Newark, New Jersey 07101

3. Service of this Final Order will be deemed effective if sent by regular mail and certified mail, return receipt requested, and regular mail to Respondent's last known mailing address.
4. Payment shall be made within ten (10) days of issuance of this Final Order.
5. Failure to pay any civil penalties within the time allowed will result in the filing of a Certificate of Debt.
6. Any subsequent violation of this Final Order may subject Respondent to additional penalties of up to \$25,000.00, pursuant to **N.J.S.A. 56:8-18**.
7. This Final Order constitutes a final agency action and shall be effective upon filing and is a public document subject to the New Jersey Open Public Records Act, **N.J.S.A. 47:1A-1 et seq.**

DIVISION OF CONSUMER AFFAIRS

BY: 

\_\_\_\_\_  
STEVE C. LEE, ACTING DIRECTOR

**CERTIFICATION**

4 DM Construction and Demolition LLC  
492 Central Avenue, Unit 2  
Jersey City, NJ 07307

I, Jared O'Cone, being of full age, do hereby certify as follows:

1. I am employed as an Investigator by the Office of the Attorney General, Division of Consumer Affairs ("Division"), Office of Consumer Protection, 124 Halsey Street, Newark, New Jersey 07101.

2. Among other things, I am responsible for filing administrative notices and scheduling administrative matters and effectuating service of Notices of Violation.

3. On July 17, 2014, a Notice of Violation ("NOV") was sent by certified mail, "Return Receipt Requested" and by regular mail to 4 DM Construction and Demolition LLC at 492 Central Avenue, Unit 2, Jersey City, NJ 07307.

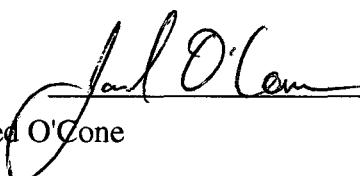
4. On July 21, 2014, the NOV sent certified mail, Return Receipt Requested, to 492 Central Avenue, Unit 2, Jersey City, NJ 07307, was marked "Unclaimed" and returned. The NOV sent by regular, First Class Mail, was not returned, which establishes that service has been made. A copy of the NOV along with copies of the envelope mark "Unclaimed" are attached hereto as **Exhibit A**.

5. Certain of the documents in the above-referenced exhibit contain personal identifying information. That information has been redacted.

6. All documents submitted with this Certification are true copies of the documents in possession of the Division, with the above-referenced redactions.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: August 6, 2015

  
\_\_\_\_\_  
Jared O'Cone

# **EXHIBIT A**

(Notice of Violation and USPS "Unclaimed" Mail)



RETURNED TO SENDER  
UNCLAIMED

Jared (D)Cone

4 DM CONSTRUCTION & DEMOLITION,

-AND-  
KARL

RETURNED TO SENDER  
UNCLAIMED

RETURNED TO SENDER  
UNCLAIMED

~~KARL~~

OFFICE OF  
MER PROTECTION  
220 SEP-5



CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

## New Jersey Office of the Attorney General

Division of Consumer Affairs  
Office of Consumer Protection  
124 Halsey Street, 7<sup>th</sup> Floor, Newark NJ



JOHN J. HOFFMAN  
Acting Attorney General

STEVE C. LEE  
Acting Director

April 22, 2014

Mailing Address:  
P.O. Box 45025  
Newark, NJ 07101  
(973) 504-8200

### VIA CERTIFIED AND REGULAR MAIL

4 DM Construction and Demolition LLC, and  
Karl Diaz, Individually  
13VH06238100 (Expired)  
492 Central Avenue, Unit 2  
Jersey City, NJ 07307  
Attn: Karl Diaz

### NOTICE OF VIOLATION AND OFFER OF SETTLEMENT

Dear Karl Diaz:

The New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division") has conducted an investigation of **4 DM Construction and Demolition LLC and Karl Diaz, Individually** ("You" or "Your") as a result of the complaint filed by Consumer [REDACTED] ("**Consumer**") in connection with the Home Improvement Contract entered into with You on August 18, 2012 ("Investigation"). As set forth in the attached Certifications of Investigator Jared O'Cone and Diana Petrella, Assistant Deputy of Registrations and Licensing of the Regulated Businesses and Charities Section. You have been found to have operated as a "Contractor" or "Home Improvement Contractor" within the definitions of the Contractors' Registration Act, **N.J.S.A. 56:8-136 et seq.**, and the Regulations Governing Contractor Registration, **N.J.A.C. 13:45A-17.1 et seq.** ("Contractor Registration Regulations") and to be in violation of one or more of the following: the New Jersey Consumer Fraud Act, **N.J.S.A. 56:8-1 et seq.**, ("CFA"), the Regulations Governing Home Improvement Practice, **N.J.A.C. 13:45A-16.1 et seq.** ("Home Improvement Regulations"), the Contractors' Registration Act, and the Contractor Registration Regulations. Specifically, You have:

1. Offered to perform, engage and/or attempted to engage in the sale or performance of "Home Improvement[s]" within the definition of the Contractors' Registration Act, specifically, **N.J.S.A. 56:8-137** in New Jersey on a date on which You were not registered with the Division as a Contractor, in violation of the Contractor's Registration Act, specifically **N.J.S.A. 56:8-138(a)**;
2. Failed to provide a copy of the certificate of commercial general liability insurance to the consumer, in violation of the Contractors' Registration Act, specifically, **N.J.S.A. 56:8-151a(2)**;



3. Failed to include in the home improvement contract the "Notice to Consumer" in 10-point bold-face type, in violation of the Contractors' Registration Act, specifically, N.J.S.A. 56:8-151b;
4. Failed to begin or complete work on the date or within the time period specified in the home improvement contract, or as otherwise represented, in violation of the Home Improvement Regulations, specifically N.J.A.C. 13:45A-16.2(a)7(ii);
5. Failed to provide the dates or time period on or within which work is to begin or be completed in violation of the Home Improvement Regulations, specifically, N.J.A.C. 13:45A-16.2(a)12(iv);
6. Failed to give timely written notice to the consumer of reasons beyond Your control for any delay in performance, and when the work will begin or be completed, in violation of the Home Improvement Regulations, specifically, N.J.A.C. 13:45A-16.2(a)7(iii);
7. Failed to provide signatures of all parties on the contract, in violation of the Home Improvement Regulations, specifically, N.J.A.C. 13:45A-16.2(a)12;
8. Failed to honor the cancellation clause/provide refund to the consumer within 30 days, in violation of the Contractors' Registration Act, specifically, N.J.S.A. 56:8-151b; and
9. Failed to include the name and business address of Your business on the contract, in violation of the Home Improvement Regulations, specifically, N.J.A.C. 13:45A-16.2(a)12(i)

Each of these violations constitutes a separate violation of the CFA, subjecting You to civil penalties, pursuant to N.J.S.A. 56:8-13, consumer restitution pursuant to N.J.S.A. 56:8-15, as well as reimbursement of investigative costs and/or attorneys' fees, pursuant to N.J.S.A. 56:8-11 and 56:8-19.

**Please note that if You fail to respond to this Notice of Violation ("Notice"), the Division may take action against Your Home Improvement Contractor registration, including any future application to register as a home improvement contractor, pursuant to N.J.S.A. 56:8-141b(8), for failure to cooperate under N.J.A.C. 13:45A-17.8.**

**IF YOU DO NOT CONTEST THE VIOLATIONS ALLEGED** and wish to avail Yourself of this opportunity to settle the Investigation, within **thirty (30)** days from the date of this Notice, You should sign and return the **enclosed Answering Certification** and agree to the following:

1. Cease and desist from engaging in any practices in violation of the CFA, the Home Improvement Regulations the Contractors' Registration Act, and the Contractor Registration Regulations;
2. Pay consumer restitution in the amount of \$1,100.00;

3. Pay a civil penalty in the amount of \$6,250.00; and
4. Submit to the Division a Home Improvement Contractor Renewal Application for 13VH04304000. ("HIC Renewal Registration Application").

**If the above-referenced payment and HIC Renewal Application are received by the Division, along with your signed Answering Certification, You need not do anything further.**

**IF YOU DO NOT CONTEST THE VIOLATIONS ALLEGED**, but want to present information to Division representatives about any mitigating circumstances in Your case that may persuade the Division to reduce the civil penalty, You may request an informal **Mitigation Conference**. If You request a Mitigation Conference, the conference date is **June 11, 2014 at 10:00 AM, at 124 Halsey Street, 3<sup>rd</sup> Floor, Newark, New Jersey 07101**. You may be accompanied by an attorney. Alternatively, you may send written documentation to the Division concerning any mitigating circumstances that You believe may persuade the Division to reduce the civil penalty. **In order to elect either of these options, You must return the enclosed Answering Certification within thirty (30) days from the date of this Notice**. The Division will then review this material and respond to you.

**IF YOU CONTEST THE VIOLATIONS ALLEGED**, and do not wish to settle the matter consistent with the terms set forth above, You may request a formal **Administrative Hearing** by returning the enclosed Answering Certification within **thirty (30) days from the date of this Notice**. In that event, this letter will serve as notice of the violations against you. You should be aware that in making its final decision, the Division may, if violations of the above-referenced statutes and regulations have been proven, order civil penalties and remedies other than the settlement offer above. **Specifically, You may be ordered to: pay civil penalties in an amount up to \$10,000 for the first violation and up to \$20,000 for the second violation and each subsequent violation pursuant to N.J.S.A. 56:8-13; pay consumer restitution pursuant to N.J.S.A. 56:8-15; and pay investigative costs and attorneys' fees to the Division, pursuant to N.J.S.A. 56:8-11 and 56:8-19.**


Before a determination is made with regard to whether an **Administrative Hearing** will be conducted before the Director of the Division or referred to the Office of Administrative Law, a **Pre-Hearing Conference** will be held. If you request an **Administrative Hearing**, your **Pre-Hearing Conference** will be scheduled on **June 11, 2014 at 10:00 AM, at 124 Halsey Street, 3<sup>rd</sup> Floor, Newark, New Jersey 07101** with Investigator **Jared O'Conne ("Investigator O'Conne")**, a representative of the Division. **You may be accompanied by an attorney**. Should you have any questions regarding this procedure, or seek an adjournment of this date, please contact **Investigator**, who may be reached at **(973) 273-8036**. **Your attendance at this Pre-Hearing Conference is mandatory**. Any failure to appear without a satisfactory explanation may result in an order barring you from raising certain defenses at the **Administrative Hearing**, pursuant to **N.J.A.C. 1:1-14.4**. The purpose of this **Pre-Hearing Conference** is to discuss the issues in this matter and the defenses which You may wish to raise. You should be

prepared to discuss the evidence You will propose to offer at the **Administrative Hearing**. It may be helpful if You bring to the **Pre-Hearing Conference** a copy of any documentation that supports your position. If the Division determines that there are no material facts in dispute, You will have an opportunity to submit legal arguments and any documentation that may be relevant to the ultimate disposition of this matter. If there are material facts in dispute, an **Administrative Hearing** will be scheduled. During the **Administrative Hearing**, You, either personally or with the assistance of an attorney, will have an opportunity to respond to the alleged violations and submit evidence and present testimony as may be necessary for the Division to make a final determination.

**IF YOU FAIL TO RESPOND to this Notice within thirty (30) days of the date of this letter, the settlement offer will be withdrawn, and You will be deemed in default.** The allegations against You will be deemed uncontested. Thereafter, this Notice and the underlying proofs may be reviewed by the Director of the Division, and a **Final Decision and Order on Default ("Order")** will issue, and **You may be ordered to: pay civil penalties in an amount up to \$10,000 for the first violation and up to \$20,000 for the second violation and each subsequent violation pursuant to N.J.S.A. 56:8-13; pay consumer restitution pursuant to N.J.S.A. 56:8-15; and pay investigative costs and attorneys' fees to the Division pursuant to N.J.S.A. 56:8-11 and 56:8-19.** Once an **Order** has been entered, Your failure to pay any civil penalties, attorneys' fees, investigative costs and/or restitution within the time allowed will result in the filing of a **Certificate of Debt**. **Any subsequent violation of an Order with a cease and desist provision may subject you to a penalty of up to \$25,000 per violation pursuant to N.J.S.A. 56:8-18.** Service of an **Order** will be deemed effective if sent by first-class mail and certified mail, return receipt requested, to your last known mailing address.

Should You have any questions, please contact **Investigator O'Conne** at **(973) 273-8036**.

New Jersey Division of Consumer Affairs  
Office of Consumer Protection

By:   
\_\_\_\_\_  
Steven Garsh  
Assistant Deputy of Enforcement

**ANSWERING CERTIFICATION**

I, \_\_\_\_\_, hereby acknowledge that I have read and reviewed the Notice, regarding alleged violations of the **CFA, N.J.S.A. 56:8-1 et seq., the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., the Contractors' Registration Act, N.J.S.A. 56:8-136 et seq., and the Contractor Registration Regulations, N.J.A.C. 13:45A-17.1 et seq.**

**PLEASE CHECK ONE OF THE OPTIONS BELOW:**

**(OPTION 1):**

\_\_\_\_\_ **I DO NOT CONTEST THE VIOLATIONS ALLEGED** and acknowledge the conduct that has been alleged and **agree** to:

1. Cease and desist from engaging in any practices in violation of the CFA, the Home Improvement Regulations the Contractors' Registration Act, and the Contractor Registration Regulations;
2. Pay consumer restitution in the amount of \$1,100.00;
3. Pay a civil penalty in the amount of \$6,250.00; and
4. Submit to the Division a Home Improvement Contractor Renewal Application for 13VH04304000. ("HIC Renewal Registration Application").

I understand, acknowledge and agree that I shall:

1. Not offer to perform, engage and/or attempt to engage in the business of making or selling "Home Improvement[s]" in New Jersey on a date on which I am not registered with the Division as a Contractor, in violation of the Contractors' Registration Act, specifically **N.J.S.A. 56:8-138(a)** and the Contractor Registration Regulations, specifically **N.J.A.C. 13:45A-17.3(a)**;
2. Provide a copy of the certificate of commercial general liability insurance to the consumer, as required by the Contractors' Registration Act, specifically, **N.J.S.A. 56:8-151a(2)**;
3. Include in the home improvement contract the "Notice to Consumer" in 10-point bold-face type, as required by the Contractors' Registration Act, specifically, **N.J.S.A. 56:8-151b**;
4. Begin or complete work on the date or within the time period specified in the home improvement contract, or as otherwise represented, as required by the Home Improvement Regulations, specifically **N.J.A.C. 13:45A-16.2(a)7(ii)**;
5. Provide the dates or time period on or within which work is to begin or be completed as required by the Home Improvement Regulations, specifically, **N.J.A.C. 13:45A-16.2(a)12(iv)**;

6. Give timely written notice to the consumer of reasons beyond Your control for any delay in performance, and when the work will begin or be completed, as required by the Home Improvement Regulations, specifically, **N.J.A.C.** 13:45A-16.2(a)7(iii);
7. Provide signatures of all parties on the contract, as required by the Home Improvement Regulations, specifically, **N.J.A.C.** 13:45A-16.2(a)12;
8. Honor the cancellation clause/provide refund to the consumer within 30 days, as required by the Contractors' Registration Act, specifically, **N.J.S.A.** 56:8-151b; and
9. Include the name and business address of Your business on the contract, as required by the Home Improvement Regulations, specifically, **N.J.A.C.** 13:45A-16.2(a)12(i).

I am also aware that the action taken against me by the Division herein is a matter of public record, and that the Division's **Notice** and this Answering Certification are public documents. I am enclosing herewith a cashier's check or money order in the sum of **\$7,350.00** made payable to the "New Jersey Division of Consumer Affairs"; and my HIC Renewal Registration Application, which I am mailing or delivering to: New Jersey Department of Law and Public Safety, Division of Consumer Affairs, Office of Consumer Protection, 124 Halsey Street, P.O. Box 45025, Newark, New Jersey 07101, ATTN: **Van Mallet**.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**(OPTION 2)**

\_\_\_\_\_ **I DO NOT CONTEST THE VIOLATIONS ALLEGED** and hereby waive any rights I may have to a hearing in this matter in order to defend myself against any alleged violations, **BUT** I ask the Division to consider mitigating circumstances in my case before rendering its final decision.

\_\_\_ I request a **Mitigation Conference** to present information to Division representatives; I understand that the Mitigation Conference will be held **on June 11, 2014 at 10:00 AM, at 124 Halsey Street, 3<sup>rd</sup> Floor, Newark, New Jersey 07101.**

\_\_\_ I am submitting **written documentation concerning mitigating circumstances**; I understand that the Division will consider this material before rendering a final decision.

I understand that, if, after considering the mitigation evidence presented, the Division is not persuaded that any reduction in the amounts set forth above and in the **Notice** is warranted or that any of the other terms or conditions should be modified, the following terms may be ordered and I will be obligated to:

1. Cease and desist from engaging in any practices in violation of the CFA, the Home Improvement Regulations the Contractors' Registration Act, and the Contractor Registration Regulations;
2. Pay consumer restitution in the amount of \$1,100.00;
3. Pay a civil penalty in the amount of \$6,250.00; and
4. Submit to the Division a Home Improvement Contractor Renewal Application for 13VH04304000. ("HIC Renewal Registration Application").

I understand, acknowledge and agree that I shall:

1. Not offer to perform, engage and/or attempt to engage in the business of making or selling "Home Improvement[s]" in New Jersey on a date on which I am not registered with the Division as a Contractor, in violation of the Contractors' Registration Act, specifically **N.J.S.A.** 56:8-138(a) and the Contractor Registration Regulations, specifically **N.J.A.C.** 13:45A-17.3(a);
2. Provide a copy of the certificate of commercial general liability insurance to the consumer, as required by the Contractors' Registration Act, specifically, **N.J.S.A.** 56:8-151a(2);
3. Include in the home improvement contract the "Notice to Consumer" in 10-point bold-face type, as required by the Contractors' Registration Act, specifically, **N.J.S.A.** 56:8-151b;

4. Begin or complete work on the date or within the time period specified in the home improvement contract, or as otherwise represented, as required by the Home Improvement Regulations, specifically **N.J.A.C.** 13:45A-16.2(a)7(ii);
5. Provide the dates or time period on or within which work is to begin or be completed as required by the Home Improvement Regulations, specifically, **N.J.A.C.** 13:45A-16.2(a)12(iv);
6. Give timely written notice to the consumer of reasons beyond Your control for any delay in performance, and when the work will begin or be completed, as required by the Home Improvement Regulations, specifically, **N.J.A.C.** 13:45A-16.2(a)7(iii);
7. Provide signatures of all parties on the contract, as required by the Home Improvement Regulations, specifically, **N.J.A.C.** 13:45A-16.2(a)12;
8. Honor the cancellation clause/provide refund to the consumer within 30 days, as required by the Contractors' Registration Act, specifically, **N.J.S.A.** 56:8-151b; and
9. Include the name and business address of Your business on the contract, as required by the Home Improvement Regulations, specifically, **N.J.A.C.** 13:45A-16.2(a)12(i).

If a modification in these terms is accepted by the Division, I will be notified of the amounts that I must pay. I am also aware that the action taken against me by the Division herein is a matter of public record, and that the Division's **Notice** and this Answering Certification are public documents. Failure to comply may subject me to further enforcement proceedings and any failure to make a required payment will result in the filing of a **Certificate of Debt**.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

**(OPTION 3)**

\_\_\_\_\_ **I CONTEST THE VIOLATIONS ALLEGED** and request a formal **Administrative Hearing**. I understand that I am required to attend a **Pre-Hearing Conference on June 11, 2014 at 10:00 AM, at 124 Halsey Street, 3<sup>rd</sup> Floor, Newark, New Jersey 07101**, at which the issues in this matter will be discussed. I will thereafter be advised of the time, date and place for the **Administrative Hearing** if a determination has been made that there are material facts in dispute. I am aware that I may be represented by an attorney and that at the time of the **Administrative Hearing** I may offer testimony, documentation and legal argument relevant to the alleged violations. **I understand that in making a final decision, the Director of the Division may, if unlawful activity has been proven, assess civil penalties, attorneys' fees, investigative costs and restitution exceeding the settlement offer in this Notice**, and may order such other remedies as deemed appropriate. I am also aware that this proceeding is a matter of public record and that the **Notice** and this **Answering Certification** are public documents.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_



**4 DM Construction and Demolition LLC, and  
Karl Diaz, Individually  
13VH06238100 (Expired)  
492 Central Avenue, Unit 2  
Jersey City, NJ 07307**

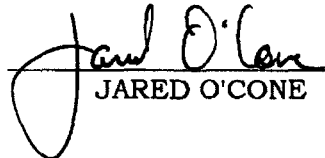
**INVESTIGATIVE CERTIFICATION**

I, Jared O'Conne, being of full age, do hereby certify as follows:

1. I am employed as an Investigator by the Office of the Attorney General, Division of Consumer Affairs, Office of Consumer Protection ("Division"), located at 124 Halsey Street, Newark, New Jersey 07101, and have held that position at all times relevant to this Certification.
2. On May 31, 2013, the Division received a complaint and supporting documentation from a Consumer, [REDACTED] ("Consumer") who filed a Complaint against Karl Diaz d/b/a 4 DM Construction and Demolition LLC, 492 Central Avenue, Unit 2, Jersey City, NJ 07307 ("4 DM").
3. Among other things, the Consumer provided the Division with copies of the home improvement contract as defined by **N.J.S.A.** 56:8-137 and **N.J.A.C.** 13:45A-17.2 and copies of a check made out to Karl Diaz. (A Copy of the home improvement contract and check are attached as Exhibit A).
4. A review of the home improvement contract reveals that 4 DM offered to perform home improvement work, as defined by **N.J.S.A.** 56:8-137 and **N.J.A.C.** 13:45A-17.2, for the Consumer. See Exhibit A.
5. All personal identifying information has been redacted from the documents submitted with this Certification.
6. The documents submitted with this Certification are true copies of the documents in possession of the Division.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: April 28, 2014  
Newark, New Jersey

  
\_\_\_\_\_  
JARED O'CONNOR

**4 DM Construction and Demolition LLC, and  
Karl Diaz, Individually  
13VH06238100 (Expired)  
492 Central Avenue, Unit 2  
Jersey City, NJ 07307**

**INVESTIGATIVE CERTIFICATION**

I, Diana Petrella, being of full age, do hereby certify as follows:

1. I am employed as the Assistant Deputy of Registrations and Licensing of the Regulated Businesses and Charities Sections by the Office of the Attorney General, Division of Consumer Affairs, Office of Consumer Protection ("Division"), located at 124 Halsey Street, Newark, New Jersey 07101, and have held this position at all times relevant to this certification.
2. I have reviewed the records of the Division, which indicate that 4 DM Construction and Demolition LLC, Karl Diaz, 492 Central Avenue, Unit 2, Jersey City, NJ 07307, was not actively registered with the Division as a Home Improvement Contractor at the time of entering into a contract with the consumer [REDACTED].

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

  
DIANA PETRELLA

Dated: April 22, 2014  
Newark, New Jersey

# **EXHIBIT A**

(Home Improvement Contract and Proof of Payment)

[REDACTED]

From:

To:

Date: 7/23/2013 9:58 AM

Subject:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Recently, my office was contacted by Mr. [REDACTED], who resides at [REDACTED]. [REDACTED] explained that he hired a company, 4DM Construction and Demolition, who may be reached at (201) 556-7142. No address is available, however, Mr. Thomas believes that the company is based in Union City.

[REDACTED] explained that he hired 4DM to perform a general clean-up of his backyard, including the disassembling of a shed. The suggested price of such work was \$2,200 (copy of estimate is attached). Consequently, [REDACTED] advanced a check (copy attached) in the amount of \$1,100 for the work.

However, the work was never performed and [REDACTED] has been unsuccessful in trying to get said company to perform the work. Furthermore, [REDACTED] has not been refunded his deposit.

I respectfully request that your office investigate this matter and keep both my office and [REDACTED] informed of progress in this matter.

Thank you.

Sincerely,

[REDACTED]

[REDACTED]

4 DM  
CONSTRUCTION & DEMO  
GENERAL CLEAN UP  
ATTACHED TO: 201 SSG-7142

PROPOSAL NO.	1010
SHEET NO.	
DATE	8/18/12

NAME
[REDACTED]

WORK TO BE PERFORMED AT:
ADDRESS
DATE OF PLANS
ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of \_\_\_\_\_

General Clean Up \$ 2,200.00  
Bid 8/18/12 \$ 1,100.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a substantial workmanlike manner for the sum of \_\_\_\_\_ Dollars (\$ 2,200.00 )

with payments to be made as follows:

Respectfully submitted \_\_\_\_\_

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Per \_\_\_\_\_

Note - This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted by \_\_\_\_\_ do the work as specified. Payments will be made as outlined above.

Date 8/20/12

Signature [REDACTED]  
Signature [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]		[REDACTED]	
PAY TO THE ORDER OF		DATE	8/18/12
Karl Diaz		\$ 1,100.00	
Eleven hundred		DOLLARS	
FIRST UNION		[REDACTED]	
Deposit		[REDACTED]	

[REDACTED]

*Karl Diaz*

[REDACTED]

[REDACTED]