

**CITY OF NEW YORK  
DEPARTMENT OF CONSUMER AFFAIRS**

**RICHARD MUZIO,**

**-and-**

**DEPARTMENT OF CONSUMER AFFAIRS,**

**Complainants,**

**-against-**

**ALEXEY BRAGINSKIY<sup>1</sup> individually and  
d/b/a DDM CONSTRUCTION,**

**Respondent.**

**DECISION AND ORDER**

**NOH No.:  
C0457614**

**Record Nos.:  
12506-2014-ADJC  
12507-2014-ADJC**

**License Nos.:  
1309438-DCA (HIC)  
1309437-DCA (HIS)**

An hearing was held on October 8, 2015.

Appearances: For the Complainants: Richard Muzio, Consumer. For the Respondent: Alexey Braginskiy, Owner; Michael Aizin, Attorney.

The Notice of Hearing (“NOH”) charges respondent with violating the following<sup>2</sup>:

1. Title 20 of New York City Administrative Code (“Administrative Code”) § 20-700 and Title 6 of the Rules of the City of New York (“6 RCNY”) § 1-12 by engaging in a deceptive trade practice in the negotiation and performance of a home improvement contract, in that respondent received payment for services not performed and promised to complete contracted work but failed to do so.

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<sup>1</sup> At the hearing, the responded clarified that his first name was Alexey, and not Alex as listed in the caption of the NOH. The NOH was amended accordingly.

<sup>2</sup> The Department previously withdrew the following charges against the respondent: 6 RCNY § 2-221(a)(6); 6 RCNY § 1-05; 6 RCNY § 1-13.

2. Administrative Code § 20-393(2) by making a substantial misrepresentation in the solicitation or procurement of a home improvement contract by making a false promise of being able to secure a Landmarks permit quickly.
3. Administrative Code § 20-700 and 6 RCNY § 1-12 by engaging in a deceptive trade practice in the negotiation and performance of a home improvement contract, in that respondent forged consumer's signature on a form submitted to DOB.
4. Administrative Code § 20-393(1), by deviating from or disregarding the plans or specifications or terms and conditions agreed to under the home improvement contract, in that the wrong plans were filed with DOB.
5. Administrative Code § 20-393(11), by failing to perform work under a home improvement contract in a skillful and competent manner.
6. 6 RCNY § 2-223(a) by failing to secure or see to the securing of a permit necessary to the proper completion of the Contract in accordance with applicable state or local building laws.
7. 6 RCNY § 2-221(a)(1) by failing to include in the contract the salesperson's license number.
8. 6 RCNY § 2-221(a)(4) by failing to include in the contract a notice to the owner that the contractor or subcontractor who performs on the contract and is not paid may have a claim against the owner which may be enforced against the property in accordance with applicable lien laws.
9. 6 RCNY § 2-221(a)(5) by failing to include in the contract a notice to the owner that the home improvement contractor is legally required to deposit all payments received prior to completion in accordance with subdivision four of Section 71-a of the New York State Lien Law and that, in lieu of such deposit, the home improvement contractor may post a bond or contract of indemnity with the owner guaranteeing the return or proper application of such payments to the purposes of the contract.
10. 6 RCNY § 2-221(a)(8) by failing to include in the contract a clause wherein the contractor agrees to furnish the buyer with Certificate of Workers' Compensation Insurance prior to commencement of work pursuant to the contract.

11. 6 RCNY § 2-221(a)(9) by failing to include in the contract a clause wherein the contractor agrees to procure all permits required by law.
12. 6 RCNY § 2-221(a)(10) by failing to include in the contract, in immediate proximity to the space reserved for the signature of the buyer and in bold face type of a minimum size of 10 points, a statement that the buyer has the right to cancel the transaction at any time prior to midnight of the third business day after the date of the transaction.
13. 6 RCNY § 2-221(b) by failing to provide a separate Notice of Cancellation.
14. Administrative Code § 20-393(13) by including a provision in a home improvement contract whereby the owner waives or is barred from asserting any rights, claims, defenses or remedies available to an owner under this subchapter or any rules promulgated pursuant thereto.
15. Administrative Code § 20-393(13) by including a provision in a home improvement contract whereby the owner waives or is barred from asserting any rights, claims, defenses or remedies available to an owner under this subchapter or any rules promulgated pursuant thereto.
16. Administrative Code § 20-113 by conducting activities under a name different from that of the person or organization to whom such license was issued.
17. Administrative Code § 20-101 for failing to maintain the standards of integrity, honesty, and fair dealing required of licensees.

### **Findings of Fact**

On August 30, 2013, the consumer Richard Muzio entered into an agreement (“Contract”) with Alexey Braginskiy for home improvement work, specifically to install a sunroom on the consumer’s preexisting deck. The respondent agreed to perform home improvement work for the consumer for a total price of \$25,000, including an architectural design fee of \$5,500, in order to obtain all needed permits. The consumer paid the respondent a total of \$10,000. An Amendment to the Contract, also signed by the parties on August 30, 2013,

states that the “Architect will not request any additional monies from the client, other than the fee on the original contract.”

During the process of obtaining the required permits, it was discovered that the required architectural drawings depicting the consumer’s existing deck were not on file with the appropriate city agencies, and that the plans for the sunroom would not be approved until the existing deck was “legalized”.

DIMO Engineering P.C., who was retained by the respondent to obtain the required permits for the sunroom, offered to draft the survey needed to legalize the deck for an additional fee of \$800. Mr. Muzio refused to pay the additional fee, and requested a return of the \$10,000 deposit.

At all relevant times, Alexey Braginskiy maintained an active Home Improvement Contractor’s license (1309438-DCA), and an active Home Improvement Salesperson’s license (1309437-DCA). Alexey Braginskiy individually and d/b/a DDM Construction is not a recidivist.

Based on the evidence in the record, I **RECOMMEND** the following:

**Opinion**

On August 30, 2013, the consumer Richard Muzio entered into an agreement with Alexey Braginskiy for home improvement work, specifically to install a sunroom on an existing deck.<sup>3</sup> The respondent agreed to perform home improvement work for the consumer for a total price of \$25,000. The consumer credibly testified that he paid the respondent a 40% initial deposit of \$10,000, as required by the Contract. The installation of the planned sunroom required approval from the NYC Landmarks Preservation Commission (“Landmarks”) and the NYC Department of Buildings (“DOB”). As part of the total price, the Contract itemized an architectural design fee of \$5,500, which included drafting the required drawings depicting the sunroom to be installed, and obtaining all the needed permits from the appropriate city agencies. An Amendment to the Contract, also signed by the parties on August 30, 2013, states that the “Architect will not request any additional monies from the client, other than the fee on the original contract.”<sup>4</sup>

It is uncontested that during the process of obtaining said permits, it was discovered that the required architectural drawings depicting the consumer’s existing deck, with stairs on the left side descending to the backyard, were not on file with the appropriate city agencies. Mr. Muzio admitted that he was not aware that when the deck was installed, and later reconfigured, his architect had failed

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<sup>3</sup> Exhibit 2.

<sup>4</sup> Exhibit 3.

to submit the required plans for approval to the appropriate city agencies. As a result, the plans for the sunroom would not be approved until the existing deck was “legalized”.

DIMO Engineering P.C., who was retained by the respondent to obtain the required permits for the sunroom, then offered to draft the survey needed to legalize the deck for an additional fee of \$800. Mr. Muzio refused to pay the additional fee, and requested a return of the \$10,000 deposit. The respondent refused to return the deposit, and submitted documents evidencing that \$4,000 of the deposit was paid to DIMO Engineering P.C. for its services,<sup>5</sup> and the rest on materials, whose total costs exceeded the deposit amount.<sup>6</sup> It is uncontested that, as a result of this impasse, all the needed permits for the installation of the sunroom were never obtained, the materials for such installation were never delivered to Mr. Muzio’s residence, and the respondent did not perform any home improvement activity.

I find that, based on Mr. Braginskiy’s credible testimony and the relevant documents, the Contract called for the respondent to obtain the required permits for the sunroom, not for the preexisting deck. I find that a fair interpretation of the clause in the Amendment to the Contract prohibiting the architect from asking for additional monies beyond the initial design fee of \$5,500, is limited to the permits needed for the sunroom, and not for any expenses to legalize the deck. I reject the consumer’s argument that the respondent should have immediately discovered the defect and cancelled the contract when the consumer, who highlighted his decades of experience as a contractor during the hearing, did not know that his deck was not legal at the time the Contract was executed.

Mr. Muzio testified that he legalized his deck about a month before the hearing. At the hearing, Mr. Muzio requested restitution, and submitted estimates for the cost of installing a sunroom.<sup>7</sup>

Administrative Code Section 20-104(e)(2) authorizes the Department to arrange “for the redress of injuries caused by such violations [of Subchapter 2 of Title 20 of the Administrative Code and of the Consumer Protection Law], and may otherwise provide for the compliance with the provisions and purposes of chapter two of this title.” Further, Administrative Code Section 20-103 states “[t]he provisions of this chapter and chapter two of this title shall be liberally construed in accordance with the legislative declaration of the city council set forth in section 20-101.” Administrative Code Section 20-101 provides that “[i]n order to secure the above mentioned purposes and generally

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<sup>5</sup> Exhibit D.

<sup>6</sup> Exhibit A.

<sup>7</sup> Exhibit 10.

carry out responsibilities for supervising and regulating licensed activities, the commissioner requires powers, *remedies and sanctions* which are *equitable flexible and efficient.*" (Emphasis added).

The consumer's request to be awarded restitution based on the amount that it would take another licensed contractor to construct the sunroom is rejected. It is well-established that the tribunal only awards such restitution to correct and complete the home improvement work initially performed by the contractor, and any damage the contractor may have cause to the property. Here, as the respondent never performed any home improvement activity at the consumer's home, restitution based on the cost to install a sunroom is denied.

I also reject the respondent's argument that he should be allowed to keep the complete \$10,000 deposit. The respondent paid DIMO Engineering P.C. \$4,000 for its services. The respondent testified that he ordered and paid for a sunroom kit from a national supplier, Sunroom Designs (for which he is a dealer), and that the cost for the kit exceeded the remaining \$6000 from the deposit. However, I credit Mr. Muzio's testimony that he never requested the respondent to order the sunroom kit before the permit issue was resolved. Second, the Contract calls for an additional payment upon delivery of the materials. It is uncontested that the sunroom kit was never delivered to Mr. Muzio. Lastly, the respondent provided no evidence that he could not recoup the expense of the sunroom kit by returning it to his supplier (the company for which he is a dealer), or using such a kit on a future job. Therefore, the respondent is not entitled to keep a payment for work never performed, or for materials that were never delivered.

Accordingly, I find that the consumer is entitled to restitution in the amount of \$6,000.00

Administrative Code § 20-700 & § 6 RCNY 1-12

The Department established that the respondent violated Administrative Code § 20-700 & § 6 RCNY 1-12 by a preponderance of the credible evidence. I find that, based on the Contract and the testimony of the consumer and respondent, the Contract called for the respondent to obtain the required permits for the sunroom. The respondent submitted documentary evidence, in the form of a proposal and copies of checks,<sup>8</sup> to establish that he paid DIMO Engineering P.C. \$4,000 to obtain such permits.<sup>9</sup> The respondent testified that

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<sup>8</sup> Exhibit D.

<sup>9</sup> While the correct permits were never obtained due to the illegal deck, the evidence shows that DIMO Engineering P.C. did perform services to obtain the permits, discovered the illegal status of the deck, and did obtain a Landmarks permit.

he ordered and paid for a sunroom kit from a national supplier, Sunroom Designs (for which he is a dealer), and that the cost for the kit exceeded the remaining \$6000 from the deposit. However, I credit Mr. Muzio's testimony that he never requested the respondent to order the sunroom kit before the permit issue was resolved. Second, the Contract calls for an additional payment upon delivery of the materials. It is uncontested that the sunroom kit was never delivered to Mr. Muzio. Therefore, the respondent received and kept a payment for materials that were never delivered and for work never performed.

Accordingly, the charge is sustained.

Administrative Code § 20-393(2)

The Department did not establish that the respondent violated Administrative Code § 20-393(2) by a preponderance of the credible evidence by promising to "secure a Landmarks permit quickly", as per the NOH. First, I find that such a charge, that the permit was to be secured "quickly", lacks the specificity required to properly adjudicate. Second, the Contract states, under the clause titled "Delay/Unknown conditions", that "events beyond the contractor" including "municipal restrictions or delays...do not constitute abandonment and are not included in the time periods for performance by the contractor" and that a "definite completion date is not of the essence to this agreement". I find, based on the respondent's credible testimony, that any delay in obtaining the required permit stemmed from the former architect's failure to legalize the consumer's deck, and from municipal restrictions and delays, and not as a result of the contractor's actions.<sup>10</sup>

Accordingly, the charge is dismissed.

Administrative Code § 20-700 & § 6 RCNY 1-12

The Department did not establish that the respondent violated Administrative Code § 20-700 & § 6 RCNY 1-12 by a preponderance of the credible evidence by forging the consumer's signature on a form submitted to DOB. Mr. Braginskiy's credible testimony establishes that DIMO Engineering P.C. was retained to submit all necessary forms with DOB, and that Mr. Braginskiy never forged the consumer's name on any form, and did not instruct anyone to do so. Mr. Muzio testified that the engineer for DIMO Engineering P.C. was disciplined by his professional association for his actions in this matter, but Mr. Muzio did not know if the respondent directed the engineer to forge his name. I find that Mr. Braginskiy did not forge, or order anyone else to forge the consumer's name on any form, and cannot be held responsible for any forgery committed by the engineer.

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<sup>10</sup> A Landmarks permit was issued on December 2, 2013.

Accordingly, the charge is dismissed.

Administrative Code § 20-393(1)

The Department did not establish that the respondent violated Administrative Code § 20-393(1) by a preponderance of the credible evidence. Mr. Braginskiy's credible testimony establishes that DIMO Engineering P.C. was the party that submitted all the necessary forms with DOB. Further, any incorrect plans submitted by DIMO Engineering P.C. were partly the result of both the consumer and respondent being unaware at the time that the contract was signed that the preexisting deck had not been approved by the appropriate city agencies, and of the respondent and DIMO Engineering P.C. relying on the information provided by consumer. Lastly, I find that any initial filing of plans could have been corrected if the deck had been legalized, and would have allowed the project to continue.

Accordingly, the charge is dismissed.

Administrative Code § 20-393(11)

The Department did not establish that the respondent violated Administrative Code § 20-393(11) by a preponderance of the credible evidence. The respondent did not fail to perform work under a home improvement contract in a skillful or competent manner because the testimony of both parties clearly establishes that the respondent never performed home improvement work for the consumer.

Accordingly, the charge is dismissed.

6 RCNY § 2-223(a)

The Department did not establish that the respondent violated 6 RCNY § 2-221(a) by a preponderance of the credible evidence. I find that the respondent's inability to obtaining the required permits for the sunroom stemmed from the former architect's failure to legalize the consumer's deck, and the consumer's decision not to legalize the deck during the relevant time period. I also find that the Contract did not delegate to the respondent the responsibility of legalizing the consumer's preexisting deck.

Accordingly, the charge is dismissed.

6 RCNY § 2-221(a)(1)

The Department established that the respondent violated 6 RCNY § 2-221(a) by a preponderance of the credible evidence. The Contract does not contain the home improvement salesperson's license number.

Accordingly, the charge is sustained.

6 RCNY § 2-221(a)(4)

The Department established that the respondent violated 6 RCNY § 2-221(a)(4) by a preponderance of the credible evidence. The Contract does not contain a notice to the owner that the contractor or subcontractor who performs on the Contract and is not paid may have a claim against the owner which may be enforced against the property in accordance to applicable lien laws.

Accordingly, the charge is sustained.

6 RCNY § 2-221(a)(5)

The Department established that the respondent violated 6 RCNY § 2-221(a)(5) by a preponderance of the credible evidence. The Contract does not contain a notice to the owner that the home improvement contractor is legally required to deposit all payments received prior to completion in accordance with subdivision four of Section 71-a of the New York State Lien Law and that, in lieu of such deposit, the home improvement contractor may post a bond or contract of indemnity with the owner guaranteeing the return or proper application of such payments to the purposes of the Contract.

Accordingly, the charge is sustained.

6 RCNY § 2-221(a)(8)

The Department established that the respondent violated 6 RCNY § 2-221(a)(8) by a preponderance of the credible evidence. The Contract does not contain a clause wherein the contractor agrees to furnish the buyer with a Certificate of Workers' Compensation Insurance prior to commencement of work pursuant to the Contract.

Accordingly, the charge is sustained.

6 RCNY § 2-221(a)(9)

The Department established that the respondent violated 6 RCNY § 2-221(a)(9) by a preponderance of the credible evidence. The Contract does not

contain a clause wherein the contractor agrees to procure all permits required by law.<sup>11</sup>

Accordingly, the charge is sustained.

6 RCNY § 2-221(a)(10)

The Department did not establish that the respondent violated 6 RCNY § 2-221(a)(10) by a preponderance of the credible evidence. The Contract does contain in immediate proximity to the space reserved for the signature of the buyer and in bold face type of a minimum size of 10 points, a statement that the buyer has the right to cancel the transaction at any time prior to midnight of the third business day after the date of the transaction.

Accordingly, the charge is dismissed.

6 RCNY § 2-221(b)

The Department established that the respondent violated 6 RCNY § 2-221(b) by a preponderance of the credible evidence. The respondent did not provide the consumer with a separate Notice of Cancellation.

Accordingly, the charge is sustained.

Administrative Code § 20-393(13)

The Department established that the respondent violated Administrative Code § 20-393(13) by a preponderance of the credible evidence. The Contract includes provisions, such as an arbitration clause, whereby the owner waives or is barred from asserting any rights, claims, defenses or remedies available to the owner under this subchapter or any rules promulgated pursuant thereto.

Accordingly, the charge is sustained.

Administrative Code § 20-393(13)

This second charge of a violation of Administrative Code § 20-393(13) appears to be duplicative.

Accordingly, the charge is dismissed.

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<sup>11</sup> While the Contract provides for the cost of procuring the permits, it does not explicitly state that the contractor is solely responsible for obtaining the permits.

Administrative Code § 20-113

The Department established that the respondent violated Administrative Code § 20-113 by a preponderance of the credible evidence. I find, based on the documentary evidence,<sup>12</sup> that the respondent operated under the name Sunroom Designs, which is not the name to whom the respondent's HIC and HIC licenses were issued.

Accordingly, the charge is sustained.

Administrative Code § 20-101

The Department did not established that the respondent violated Administrative Code § 20-101 by a preponderance of the credible evidence. I find that, based on the Contract and the testimony of the consumer and respondent, both parties were unaware at the time that the Contract was executed that the underlying deck was not on file with the Department of Buildings. I find that the Contract called for the respondent to obtain the required permits for the sunroom, not for the preexisting deck. I find that the Amendment to the Contract prohibiting the architect from asking for additional monies beyond the initial design fee is limited to the permits needed for the sunroom, and not for any expenses to legalize the deck. I reject the consumer's argument that the respondent should have immediately discovered the defect and cancelled the contract when the consumer himself did not know that his deck was not legal at the time the Contract was executed. As the contractor performed his duties up to the time the consumer was unwilling to pay for the survey to legalize the deck, and asked for a refund, the contractor did not engage in a deceptive trade practice in the performance of a home improvement contract.

Accordingly, the charge is dismissed.

**ORDER**

Respondent **Alexey Braginskiy individually and d/b/a DDM Construction** is found **not guilty** of violating the following charges:

- Administrative Code § 20-393(2)
- Administrative Code § 20-700 & 6 RCNY § 1-12
- Administrative Code § 20-393(1)
- Administrative Code § 20-393(11)
- 6 RCNY § 2-223(a)

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<sup>12</sup> Exhibits 2, 3 & 6.

- 6 RCNY § 2-221(a)(10)
- Administrative Code § 20-393(13)
- Administrative Code § 20-101

Respondent **Alexey Braginskiy individually and d/b/a DDM Construction** is found **guilty** of violating the following charges, and is hereby **Ordered to pay to the Department of Consumer Affairs (DCA) a TOTAL FINE of \$7,850** which is immediately due and owing, as follows:

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|--|--------|
| • Administrative Code § 20-700 & 6 RCNY § 1-12 | \$350  |
| • 6 RCNY § 2-221(a)(1)                         | \$1000 |
| • 6 RCNY § 2-221(a)(4)                         | \$1000 |
| • 6 RCNY § 2-221(a)(5)                         | \$1000 |
| • 6 RCNY § 2-221(a)(8)                         | \$1000 |
| • 6 RCNY § 2-221(a)(9)                         | \$1000 |
| • 6 RCNY § 2-221(b)                            | \$1000 |
| • Administrative Code § 20-393(13)             | \$1000 |
| • Administrative Code § 20-113                 | \$500  |

Respondent **Alexey Braginskiy's licenses (HIC: 1309438-DCA, HIS: 13094437-DCA)** are **not revoked**. **Alexey Braginskiy individually and d/b/a DDM Construction** is **not deemed permanently unfit** to hold any licenses issued by the Department of Consumer Affairs. This is the respondent's first violation, which is taken into consideration in assessing the fines and penalties.

**The Respondent is ORDERED to pay RESTITUTION to the Consumers in the amount of \$6,000 which is immediately due and owing.**

The respondents are further **Ordered** to provide to the Department proof of payment of restitution to the consumers within thirty (30) days of the date of this decision to the following address: "NYC Department of Consumer Affairs, Collections Division-Accounts Receivable, 42 Broadway, 9<sup>th</sup> floor, New York, New York 10004" or by emailing such proof to: [collections@dca.nyc.gov](mailto:collections@dca.nyc.gov)

**This constitutes the recommendation of the Administrative Law Judge.**

**Noel R. Garcia**  
**Administrative Law Judge**

### **DECISION AND ORDER**

**The recommendation of the Administrative Law Judge is approved.**

**This constitutes the Decision and Order of the Department. The Department may suspend any DCA license(s) held by the respondent if the respondent fails to comply with this Decision and Order, including payment of the fine, within thirty (30) days. Payment with a check that is dishonored or a credit card transaction that is denied or reversed will not be considered compliance with this Decision and Order. Such license(s) will not be reinstated until the respondent has served any suspension period ordered in this Decision and has paid ALL fines owed to the Department.**

**This constitutes the Decision and Order of the Department.**

**Date: November 9, 2015**

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**David L. Wolfe**  
**Acting Director of Adjudication**

cc: Ken Ebbie, Esq.  
[Kebbie@dca.nyc.gov](mailto:Kebbie@dca.nyc.gov)

Richard Muzio  
653 Vanderbilt Avenue  
Brooklyn, NY 11238

Michael Aizin, Esq.  
26 Court St., Suite 412  
Brooklyn, NY 11242  
[aizinlaw@optonline.net](mailto:aizinlaw@optonline.net)

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| <p><b><u>Mail payment in the enclosed</u></b><br/><b><u>envelope addressed to:</u></b><br/>NYC Department of Consumer Affairs<br/>Collections Division<br/>42 Broadway, 9<sup>th</sup> Floor<br/>New York, NY 10004</p> |
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**APPEALS**

**RESPONDENT(S)**: You may file a **MOTION TO VACATE** this decision **within 15 days** from the date you knew or should have known of this decision. Your motion **must** include: 1) the reason you did not appear at the hearing; AND 2) a sworn statement outlining a meritorious defense to the charge(s) in the Notice of Hearing. You must include with your motion a check or money order for \$25 payable to DCA; and *a check or money order* payable to DCA for the entire restitution amount you were ordered to pay in the decision. You may file your Motion to Vacate either by email or regular mail, as follows:

**BY EMAIL**: Send your motion to [myappeal@dca.nyc.gov](mailto:myappeal@dca.nyc.gov) and, at the same time, mail the \$25 appeal fee and the restitution to: DCA Administrative Tribunal, 66 John Street, 11<sup>th</sup> Floor, New York, NY 10038. Make sure to write the violation number(s) on your check or money order. **NOTE**: The determination on your motion to vacate may be sent to you by email if you choose to submit your motion to us by email.

**BY REGULAR MAIL**: Send your motion, along with the \$25 fee and the restitution, to: Director of Adjudication, Department of Consumer Affairs, 66 John Street, 11<sup>th</sup> Floor, New York, NY 10038. **Make sure to include in your motion** some indication or proof that you have sent copies of the motion **TO THE CONSUMER** at the consumer's address, **AND to DCA'S LEGAL DIVISION**, 42 Broadway, 9<sup>th</sup> Floor, New York, NY 10004.

**CONSUMER**: You may file an **APPEAL** of this decision **within 30 days from the date of the decision**. You may file your Appeal either by email or regular mail, as follows: **BY EMAIL**: Send your appeal to [myappeal@dca.nyc.gov](mailto:myappeal@dca.nyc.gov). **NOTE**: The determination on your motion to vacate may be sent to you by email if you choose to submit your motion to us by email.

**BY REGULAR MAIL**: Send your appeal to: Director of Adjudication, Department of Consumer Affairs, 66 John Street, 11<sup>th</sup> Floor, New York, NY 10038. **Make sure to send a copy of your appeal to each of the respondents.**

**IMPORTANT NOTICE TO BOTH PARTIES**

**YOUR MOTION OR APPEAL MAY BE DENIED IF YOU DO NOT INCLUDE SOME INDICATION THAT YOU HAVE SENT A COPY OF IT TO EACH OF THE OPPOSING PARTIES LISTED IN THE NOTICE OF HEARING.**