

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

SEAN TORRES and LAURIE TORRES

-and-

DEPARTMENT OF CONSUMER AFFAIRS,

Complainants,

-against-

MAXIMUM CONTRACTING INC.

-and-

ALAN CHRISTOFFERSEN,

Respondents.

DECISION AND ORDER

Record Nos.:

12486-2014-ADJC

12503-2014-ADJC

Violation No.

C0074614

License Nos.:

1456524 (HIC)

0926239 (HIS)

A hearing on the above matter was held on February 24, 2015, April 28, 2015, May 5, 2015, May 15, 2015 and May 28, 2015.

Appearances: For the Consumers: Allyn Crawford, Esq., Sean and Laurie Torres,¹ Consumers; For the Respondents: Robert Prignoli, Esq., Alan Christoffersen, Respondent. Respondents' expert witnesses (May 15, 2015): Michael Rowe, architect, George Turner, architect and Wayne Morris, concrete subcontractor.

The respondent(s) are charged with violating the following:

1. **Respondent Company** is charged with Administrative Code of the City of New York ("Administrative Code") Section 20-700 and Title 6 of the Rules of the City of New York ("6 RCNY") Section 1-12 by engaging in a deceptive trade practice in the negotiation and performance of a home improvement contract, in that it received payments for services not performed and promised to complete the contracted work but failed to do so; misrepresenting the true name of the Home Improvement Contractor ; and by misrepresenting that the Home Improvement Contractor was licensed at the time of the contract (3 counts). **Respondent Christoffersen** is charged for misrepresenting the true name of the Home Improvement Contractor

¹ The caption was amended on the record to include Laurie Torres.

and misrepresenting that the Home Improvement contractor was licensed at the time of the contract (2 counts). (All counts are consolidated under charge 1);

2. **Respondent Company** is charged with violating Administrative Code Section 20-393(1) by materially deviating from or disregarding the plans or specifications or any terms and conditions agreed to under a home improvement contract, in that Respondent Company abandoned the work, without written consent of the consumer;
3. **Respondent Company** is charged with violating Administrative Code Section 20-393(11) by failing to perform work under a home improvement contract in a skillful and competent manner;
4. **Respondent Company** is charged with violating 6 RCNY Section 2-223(a) by failing to secure or to see to the securing of a permit necessary to the proper completion of such contract in accordance with applicable state or local building laws;
5. **Respondent Company** is charged with violating Administrative Code Section 20-393(6) by willfully or deliberately disregarding and violating the building, sanitary, fire and health laws of this City;
6. **Respondents** are charged with violating 6 RCNY Section 2-221(a) by failing to include in the Contract all of the following: (1) the signatures of all parties, the contractor's correct name and the salesperson's name and license number; (2) the approximate or estimated dates on which the Contract work would begin and be substantially completed; a statement of any contingencies that would materially change the approximate or estimated completion date; and a statement of whether or not the parties had determined a definite completion date to be of the essence; (4) 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 the applicable lien laws; (5) 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; (6) a schedule of progress payments specifically identifying the state of completion of the work or services to be performed, including any materials to be supplied

before each such progress payment is due; (8) 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; and (9) a clause wherein the contractor agrees to procure all permits required by law ²;

7. **Respondents** are charged with violating 6 RCNY Section 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;
8. **Respondents** are charged with violating 6 RCNY Section 2-221(b) by failing to provide a separate Notice of Cancellation to the owner;
9. **Respondents** are charged with violating 6 RCNY Section 1-05 by failing to clearly identify the HIC license number listed on the contract as a New York City Department of Consumer Affairs license number;
10. **Respondent Company** is charged with violating Administrative Code Section 20-387(a) by entering into and performing home improvement work without a home improvement contractor's license from December 22, 2012, the contract date, until its Home Improvement Contractor license was obtained on March 24, 2013; and,
11. **Respondents** are charged with violating Administrative Code Section 20-101 by failing to maintain the standards of integrity, honesty and fair dealing required of licensees.

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

Findings of Fact

On or about December 22, 2012, Sean Torres and Laurie Torres, (hereinafter "Consumers"), entered into an agreement with Maximum Contracting (hereinafter "Maximum") and Alan Christoffersen (hereinafter

² The charge is drafted in this manner to exclude repeated language in the Notice of Hearing and conforms to the cited section. The drafting of the charges in the charging section of the decision is in conformity with prior hearing decisions by the tribunal.

“Christoffersen”). The parties agreed that in exchange for \$106,000, Maximum would repair the original home located at 22 Milbank Avenue, Staten Island, New York, recently damaged by “Super Storm Sandy”. Christoffersen negotiated the contract between Maximum and the Consumers. The total insurance coverage available for repairs to the Consumers’ home was estimated to be \$100,000.

“Build It Back”, an agency working under the Department of Buildings, (“DOB”) had issued a “green” tag to the consumer’s home authorizing that the structure was safe and that minor repairs could be performed without a permit.

The parties agreed that Maximum would raise the Consumers’ home to comply with the new Federal Emergency Management Agency (“FEMA”) regulations, construct a new second floor bedroom to the Consumers’ pre-existing single story house, install additional stairs, and remove and replace the floor joists, boiler, water heater and baseboards. The Consumers paid \$50,000 to the Respondents.

The following facts are undisputed: 1) on June 21, 2013, DOB placed a “Stop Work” order at the premises preventing Maximum from continuing the work until compliance with the Building Code(s) Section 28.105.1 (Consumers exhibit BB in evidence); 2) on or about June 22, 2013, the respondents’ attempts to secure a “partial lift” of the “Stop Work” order were not successful (Consumers exhibits Z and AA in evidence); 3) on or about July 8, 2013, the respondents informed the Consumers that no work could continue at premises until after a permit was obtained (Consumers exhibit V in evidence); 4) on or about August 2013, the Consumers’ insurance disbursements ceased when no additional construction was performed by Maximum; 5) on or about February 2014, the Consumers stopped paying their mortgage due to their inability to continue to pay; 6) on May 13, 2014, DOB issued an Emergency Declaration pursuant to Section 28-215.1 of the Administrative Code (see Consumers CC in evidence) and DOB recommended that the entire structure be demolished due to the condition of the structure; 7) on May 16, 2014, DOB issued an “Urgent Notice” letter to the Consumers stating that the Department of Housing Preservation and Development (“HPD”) will engage a contractor to cure the emergency condition and bill the Consumers unless the Consumers contact HPD within 3 days that the Consumers will commence the emergency cure (Consumers HH in evidence); 8) on or about June 23, 2014, the Consumers agreed to pay \$26,000 to demolish their home (Consumers exhibit FF in evidence); and, 9) on November 20, 2014, the Consumers executed a Deed in Lieu of Foreclosure Agreement for their property at 22 Millbank Avenue, Staten Island, NY with the Federal Home Loan Mortgage Corporation (see Consumers exhibit GG in evidence).

The respondents did not lift the “Stop Work” order and discontinued working on or about July 2013.

The contract the respondents presented to the Consumers (Consumers exhibit G in evidence) included the business name, Maximum Contracting (“Maximum”). The Maximum contract included an incorrect HIC license number (no. 1004689) that had been assigned to Christoffersen’s other contracting business (Reliable Contracting Company LLC). Maximum’s correct home improvement contractor license number is 1456524. The Department’s records reflect that this license was issued to Maximum on February 13, 2013.

The contract between the parties is missing home improvement contract (“HIC”) provisions, disclosures and required information as follows: both parties signatures are not on contract, the salesperson license number is missing, the HIC license number was not clearly identified as a Department of Consumer Affairs Home Improvement Contractor license, and, the approximate dates of completion or substantial completion or any contingencies affecting the completion date of the contract and whether the completion date is of the essence are missing. Also missing from the contract were the following notices: that a lien may be placed against the premises if the contractor or subcontractor are not paid, and that the contractor is required to deposit all monies received prior to completion of the contract pursuant to work completed or 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. Additionally, the contract did not include: a schedule showing the amount of each progress payment and specifying the state of completion before progress payments are paid; a notice in the contract that the contractor shall provide a Certificate of Worker’s Compensation Insurance upon request prior to commencement of any work pursuant to the contract; and a statement that the contractor shall procure all permits required by local law. In addition, the contract did not include a notice to the buyer in the contract, in bold, minimum 10 point type, that the consumer has the right to cancel the contract within three business days after the contract date. The contract is missing a separate Notice of Cancellation form attached to the contract.

Opinion

Despite the economic and personal devastation that ensued following Super Storm Sandy, the respondents must be held to the highest professional standard as a licensed home improvement contractor and a licensed salesperson. The Consumers entered into this contract with the respondents to have their home rebuilt (and a second floor added) after the damage “Sandy”

inflicted to their bungalow style home. The respondents are held responsible for failing to uphold those standards imposed by law.

Charge 1: Administrative Code Section 20-700 and 6 RCNY Section 1-12

The Department has not established that Maximum violated Administrative Code Section 20-700 by engaging in deceptive trade practice by receiving payments for services not performed. The record established that Maximum did perform construction work pursuant to the contract. As the record does not provide sufficient evidence of the value of the work completed, this count is dismissed.

The respondents' omission of "Inc." in the business letterhead is de minimis, and is not deemed a misrepresentation of Maximum's true business name. Accordingly, the charge against both both Maximum and Christoffersen is dismissed.

The Department has established by a preponderance of the credible evidence that Maximum and Christoffersen violated Administrative Code Section 20-700 and 6 RCNY Section 1-12. Although Christoffersen testified that Maximum was licensed in December 2012, the Department's records indicate that an application was received on February 11, 2013, and a license subsequently issued on February 13, 2013. There is no indication in the Department's records that the application received on February 11, 2013 was a renewal application. Christoffersen's testimony, without supporting documentation, is not found credible. Accordingly, both respondents are found in violation for this count.

Charge 2: Administrative Code Section 20-393(1)

The Department has established by a preponderance of the credible evidence that Maximum violated Administrative Code Section 20-393(1) by materially deviating from the contract terms and conditions by abandoning the contract. The record reveals that the respondents discontinued working after their failure to lift the "Stop Work" order violations. As it was the respondents' responsibility to lift the "Stop Work" order by constructing a new fence, and they failed to do so, the respondents abandoned the contract. Accordingly, the charge shall be sustained.

Charge 3: Administrative Code Section 20-393(11)

The Department has established by a preponderance of the credible evidence that Maximum violated Administrative Code Section 20-393(11) by failing to perform work under a home improvement contract in a skillful and competent manner. Although Christoffersen testified he believed the “Stop Work” Order was issued due to an illegal fence that was erected around the construction, he never addressed the issue as to why a proper fence was not immediately put up to replace the illegal fence. Furthermore, over a period of one year, and despite Maximum attempts, Maximum was not able to comply with DOB rules and regulations so the “Stop Work” order could be lifted and the Consumers could move back into their home. Additionally, the Emergency Declaration, issued on May 13, 2014, forced the Consumers to demolish their home. As the respondents failed to perform the proper work to ensure the lifting of the “Stop Work” order, this charge shall be sustained.

Charge 4: 6 RCNY Section 2-223(a)

The credible evidence established that Maximum violated 6 RCNY Section 2-223(a) by failing to obtain a necessary permit. Although Christoffersen testified that initially no permit may have been required, it became evident that a permit was required (Consumers exhibits U and V in evidence).

The respondents consulted with Michael Rowe, an architect, to have him assist in obtaining any permits, and then in August 2013, the Consumers retained Michael Rowe for \$450 (see Consumers exhibit W in evidence). Also, about July 24, 2013, at the recommendation of the respondents, the Consumers hired Todd Ettlinger, for \$1000, to prepare a property survey (Consumers exhibit Y in evidence). However, as early as about May 12, 2013, the respondents sought to have an architect, Danny Ryan “self certify” in order to gain access to the roof side and clean, but according to testimony provided by Christoffersen, Mr. Ryan advised him that it may be difficult to obtain a permit from DOB at this time. Therefore, Mr. Ryan recommended to the respondents that they proceed with the completion of the “shell” and then Christoffersen could apply for an alteration permit (see Consumers exhibit JJ in evidence). The Consumers exhibit O in evidence is a record of various DOB violations that were dismissed when the house was demolished. The “Stop Work” order was never lifted (see Consumers exhibit Z in evidence).

Also, at Mr. Rowe’s advice, the Consumers consulted with an engineer, who reviewed the recently prepared property survey and advised the Consumers that nothing else could be done with the existing structure and it had to come down.

DOB subsequently issued an Emergency Declaration, dated May 16, 2014, and pursuant to a violation of Section 28-215.1 of the Administrative Code. The Declaration required the Consumers to cure the unsafe and hazardous structure affecting the neighboring areas. The Declaration recommended a full demolition remedy and described the condition of the structure as follows:

The unpermitted renovation construction is left incomplete. Building structure is in an advanced state of deterioration. Exposed wood framing members are deteriorated with throughout water damages, causing roof diaphragm and wall diaphragms compromised. Wall siding panels partially collapsed. The structural integrity of building is compromised. Building is in danger of collapse, affecting the adjacent properties and the public

The Emergency Declaration was prepared by Inspector P. Sun following an inspection on May 13, 2014, and it was signed by both the Administrative Chief Inspector and the Borough Commissioner on May 16, 2014 (Consumers exhibit CC in evidence).

Following the issuance of the Emergency Declaration, DOB issued an “Urgent Notice” to the Consumers, dated May 16, 2014. The Notice advised the Consumers to contact HPD within three days if the Consumers will cure, or HPD will instruct its Demolition Division to proceed to cure (see Consumer’s exhibit HH in evidence). This Notice also advised the Consumers that if HPD demolished the building the Consumers will be responsible for the cost but the Consumers could handle it themselves (see Consumers exhibit BB in evidence).

The Consumers paid \$26,000 on November 5, 2014³ to Paul Toth Excavation to demolish the house (see Consumers exhibit FF in evidence).

The respondents failed to comply with DOB rules and regulations resulting in the Consumers not being able to gain access to the remaining insurance monies available for the house repairs because the insurance company would not disburse additional monies without progress in the repairs to the Consumers’ home. The Consumers credibly testified that they exhausted all their money. It is determined the Consumers mitigated their damages by electing to demolish the home and give up the deed to their property in lieu of foreclosure. As failing to obtain the necessary permits resulted in the “Stop Work” order and ultimately the demolition of the Consumers’ home, the charge shall be sustained. Accordingly, Maximum shall bear the responsibility for the damages incurred by the Consumers as follows:

³ The parties entered in to an agreement on June 23, 2014 to demolish the house. Payment was made on November 5, 2014.

\$50,000, the amount the Consumers paid to the Respondents against the contract price⁴; \$450, the fee the Consumers paid to retain the architect; \$1,000, the fee the Consumers paid for the property survey; and \$26,000, to have the house demolished.

Charge 5: Administrative Code Section 20-393(6)

The Department has not established by a preponderance of the credible evidence that Maximum violated Administrative Code Section 20-393(6). The record does not establish that there was any *willful or deliberate* disregard for the building, sanitary, fire or health laws. Although permits were not obtained, the respondents were given conflicting information as to whether permits were necessary to complete the job. Accordingly, this charge shall not be sustained.

Charge 6: 6 RCNY Section 2-221(a) (1), (2), (4), (5), (6), (8), (9)

Charge 7: 6 RCNY Section 2-221(a) (10)

Charge 8: 6 RCNY Section 2-221(b)

The Departmental charges, 6 RCNY Section 2-221(a) (1), (2), (4), (5), (6), (8), (9), (10) and Section 2-221(b), have been established by a preponderance of the credible evidence. Christoffersen admitted to not including the required information cited in the charges in the contract with the Consumers. A review of the contract (Consumers exhibit G in evidence) establishes the respondents are guilty of charges 6, 7 and 8.

Charge 9: 6 RCNY Section 1-05

The Department has established by a preponderance of the credible evidence that the Respondents violated 6 RCNY Section 1-05 by failing to clearly identify the Respondents HIC license as a New York City Department of Consumer Affairs license number. Although the license number is printed on the contract in large bold black letters underneath the business name and address as “H.I.C. # 1004689” it is not identified as a Department of Consumer Affairs license. Accordingly, charge 9 is sustained but the fine is reduced because the license number and type of license were clearly and prominently placed on the contract.

⁴ It is determined that the work performed was valueless, and the entire \$50,000 should be considered when deciding restitution.

Charge 10: Administrative Code Section 20-387

The Department has established the charge that Maximum engaged in unlicensed home improvement contractor activity in violation of Administrative Code Section 20-387 from December 22, 2012, the date of the contract, until February 12, 2013, the day before the license was issued. Although Christoffersen held a home improvement contractor's license with his other company, Maximum was not issued a license until February 13, 2013. Accordingly, this charge is sustained.

Charge 11: Administrative Code Section 20-101

The record does not support a finding of a violation of Administrative Code Section 20-101, as the evidence does not present an egregious record warranting any penalty imposed against the respondents' licenses. Furthermore, the evidence in the hearing does not support a finding that the respondents are unfit to hold future licenses from the Department of Consumer Affairs. Accordingly, charge 11 is dismissed.

ORDER

12486-2014-ADJC, C0074614 (Maximum Contracting, Inc.)

The credible evidence establishes that the respondent is **guilty** of violating Charges 1 (1 count for deceptive trade practice), 2, 3, 4, 6, 7, 8, 9, and 10, and is hereby

ORDERED to pay to the Department of Consumer Affairs a TOTAL FINE of \$3,000 which is immediately due and owing, as follows:

- Charge 1: \$ 100 (1 count of Administrative Code Section 20-700 and 6 RCNY Section 1-12)
- Charge 2: \$500 (Administrative Code Section 20-393(1))
- Charge 3: \$ 500 (Administrative Code Section 20-393(11))
- Charge 4: \$ 500 (6 RCNY Section 2-223(a))
- Charge 6: \$ 700 (\$100 per charge for 7 counts as follows: 6 RCNY Sections 2-221(a) (1), (2), (4), (5), (6), (8), and (9).
- Charge 7: \$ 200 (6 RCNY Section 2-221(a) (10))
- Charge 8: \$ 200 (6 RCNY Section 2-221(b))
- Charge 9: \$ 100 (6 RCNY Section 1-05)
- Charge 10: \$ 200 (Administrative Code 20-387(a) for the period from December 22, 2012 through February 12, 2013, excluding December 25,

2012 and January 1, 2013)

The Department has not established by a preponderance of the credible evidence that the respondent violated charges 1(2 counts), 5, and 11. **Accordingly, the charges are dismissed.**

The Respondent Company is ORDERED to pay RESTITUTION to the Consumers in amount of \$77,450, which is immediately due and owing. The award must be paid by certified check, money order or attorney trust account. The respondent must provide to the Department proof of payment of the 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, 9th Floor, New York, NY 10004” or by emailing such proof to: collections@dca.nyc.gov. The failure to pay restitution or to provide to the Department proof of payment within thirty (30) days of the date of this decision will result in the revocation of any license held by the respondent, without further notice to the respondent.

The Respondent is further **ORDERED** to provide to the Department proof of payment of the 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, 9th Floor, New York, NY 10004” or by emailing such proof to: collections@dca.nyc.gov. The failure to pay restitution or to provide to the Department proof of payment within thirty (30) days of the date of this decision will result in the revocation of any license held by the Respondents, without further notice to the respondent.

12503-2014-ADJC, C0074614 (Alan Christoffersen)

The credible evidence establishes that the respondent is **guilty** of violating Charges 1 (1 count for deceptive trade practice) 6, 7, 8 and 9 and, is hereby

ORDERED to pay to the Department of Consumer Affairs a TOTAL FINE of \$1,300, which is immediately due and owing, as follows:

Charge 1: \$100 (1 count of Administrative Code Section 20-700 and 6 RCNY Section 1-12)

Charge 6: \$700 (\$100 per charge for 7 counts as follows: 6 RCNY Sections 2-221(a) (1), (2), (4), (5), (6), (8), and (9)

Charge 7: \$200 (6 RCNY Section 2-221(a) (10)

Charge 8: \$200 (6 RCNY Section 2-221(b)

Charge 9: \$100 (6 RCNY Section 1-05)

The Department has not established by a preponderance of the credible evidence that the Respondent violated charges 1(1 count) and 11. **Accordingly, the charges are dismissed.**

This constitutes the recommendation of the Administrative Law Judge.

**Esther Simon
Administrative Law Judge**

DECISION AND ORDER

This constitutes the Decision and Order of the Department. The Department will suspend the respondent's DCA license(s) if the respondent fails to comply with this Decision and Order, including payment of the fine. 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. The 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.

Date: October 9, 2015



**Richard J. Zeitler, Jr.
Director of Adjudication**

cc: Attorney for the Consumers:
Allyn Crawford, Esq.
900 South Avenue, Suite 204
Staten Island, NY 10314
via email: acrawford@crawfordbringslid.com

Sean A. Torres, Sr. and Laurie Torres, Consumers
12 Eldridge Avenue
Staten Island, NY 10302
via email: SeanJarhead@aol.com
LTorresrn@aol.com

Attorney for the Respondents:
Robert Prignoli, Esq.
475 Bement Avenue
Staten Island, NY 10310
via email: Prignoli@aol.com

Maximum Contracting, Inc., Respondent
and
Alan Christoffersen, Respondent
138 Royal Oak Road
Staten Island, New York 10314
via e-mail: Fender1222@aol.com

**Mail payment in the enclosed
envelope addressed to:**

NYC Department of Consumer
Affairs
Collections Division
42 Broadway, 9th Floor
New York, NY 10004

APPEALS

RESPONDENT(S): You may file an **APPEAL** of this decision **within 30 days from the date of the decision**. You must include with your appeal: (1) a check or money order for \$25 payable to DCA; (2) a check or money order payable to DCA for the full amount of the fine you were ordered to pay in the decision; and (3) a check or money order payable to DCA for the entire restitution amount you were ordered to pay in the decision. If you cannot pay the fine because of financial hardship, you may submit a request for a waiver of the requirement to pay the fine. You must submit a copy of your most recent tax returns along with this request. You may file your Appeal by email or regular mail, as follows:

BY EMAIL: Send your appeal to myappeal@dca.nyc.gov and, at the same time, mail the \$25 appeal fee, total fine (if not requesting a waiver) and restitution to: DCA Administrative Tribunal, 66 John Street, 11th Floor, New York, NY 10038. (Make sure to write the violation number(s) on your check or money order.) You may pay the fine online at www.nyc.gov/Consumers, or mail a check or money order to: DCA, Collections Division, 42 Broadway, NY, NY 10004.

BY REGULAR MAIL: Send your appeal, appeal fee, total fine (if not requesting a waiver) and restitution to: : Director of Adjudication, Department of Consumer Affairs, 66 John Street, 11th Floor, New York, NY 10038. (Make sure to write the violation number(s) on your check or money order.) You may pay the fine online at www.nyc.gov/Consumers, or mail a check or money order to: DCA, Collections Division, 42 Broadway, NY, NY 10004.

CONSUMER: You may file an **APPEAL** of this decision **within 30 days of the date of the decision**. You may file your Appeal by email or regular mail, as follows:

BY EMAIL: Send your appeal to myappeal@dca.nyc.gov. **NOTE:** The Appeal Determination 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, 11th Floor, New York, NY 10038. **Make sure to send a copy of your appeal to each of the Respondents** listed in the caption on the Notice of Hearing.

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.