CITY OF NEW YORK
DEPARTMENT OF CONSUMER AFFAIRS

ADNAN LONGI	**SUPERSEDING DECISION AND ORDER**[1]
-and-	
DEPARTMENT OF CONSUMER AFFAIRS,	**NOH Nos.:** CD500129826 DD500129826
Complainants,	
-against-	**License Nos.:** 1301757 (HIC) 1101597 (HIS)
PETERS CONSTRUCTION GROUP INC.,	**Record Nos.:** CD500129826-ADJC
and	
ROBERT PETERS,	DD500129826-ADJC
Respondents.	

A hearing on the above-captioned matter was held on August 14, 2012, August 28, 2012, September 18, 2012, October 18, 2012, January 10, 2013, February 14, 2013, March 14, 2013, April 25, 2013, April 30, 2013 and June 20, 2013.

Appearances: For the Complainants: Layluma Longi (Mrs. Longi appeared on August 14, 2012 and August 28, 2012) and Adnan Longi, (hereinafter "consumer") appeared on all dates. For the Respondents: Robert Peters, corporate officer (hereinafter "respondents").

The respondents are charged with violating the following:

1. Title 20 of the New York City Administrative Code ("Admin. Code") § 20-700 for engaging in a deceptive trade practice in the negotiation and performance of a home improvement contract, in that the respondents received payment for services not performed,

2. Admin. 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 by promising to complete the contracted work and failing to do so.

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[1] The Superseding Decision and Order was issued pursuant to an Appeal Determination dated November 7, 2013.

3. Admin. Code § 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, without written consent of the owner.

4. Admin. Code § 20-393(1) by abandoning the work they had contracted to perform under the contract prior to completion of that work.

5. Admin. 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.

7. Admin. Code § 20-393(6) by willfully or deliberately disregarding and violating the building, sanitary, fire and health laws of this city.

8. 6 RCNY § 2-221(a) by failing to obtain an agreement to perform home improvement by a written contract signed by all parties in that the contract was never reduced to writing.

9. 6 RCNY § 2-221(a)(1) by failing to include in the contract the salesperson's name and license number.

10. 6 RCNY § 2-221(a)(2) by failing to include in the contract any contingencies that would materially change the approximate or estimated completion date.

11. 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 the applicable lien laws.

12. 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 §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.

13. 6 RCNY § 2-221(a)(8) by failing to include in the contract 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.

14. 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.

15. Admin. 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.

16. 6 RCNY § 1-13 for failing to respond to a complaint sent by the Department with a request for a response to the complaint within twenty days of the date that the complaint was mailed out, and

17. Admin. Code § 20-101 by failing to maintain the standards of integrity, honesty and fair dealing required of licensees in that the Respondents failed to complete work required by the contract.

Based on the evidence in this case, the following is **RECOMMENDED**:

<u>Findings of Fact</u>

On August 23, 2011, the consumer and the respondents entered into a written agreement in which the respondents agreed to build a second story extension on the consumer's existing residence at 173-41 Fairchild Avenue, Flushing, New York for a total contract price of $147,500. This contract price included additional work agreed upon by the parties that called for gutting the first floor and renovating it. There was no written agreement produced at the hearing for this added work.

The additional work extended the approximate contract completion date by 28 days. The approximate completion date written in the signed contract was November 29, 2011 but as per the contract, "the owner and the contractor have determined that a definite completion date is not of the essence."

The work the respondents agreed to perform included the following: demolish the existing roof, and install first floor cabinets and tiles; construct the second story dormer; install one full bathroom, tile the walls and floor, install a tub, toilet, sink, vanity, and associated plumbing; use mold resistant sheetrock; install new windows, sheetrock and insulate exterior second floor walls; build new roof; install entire 2nd floor electrical to include 4 high hats in each bedroom and A/C outlets; install all doors with six panel solid wood colonial; tape and spackle walls and ceiling; construct new front porch; install wall mounted hot

water boiler for baseboard heating on second floor; install masonry steps in rear by sliding door; supply and install Dutch Lap vinyl siding on 2nd floor exterior; install ceiling vent in basement bathroom; relocate existing radiator for sliding door; move piping for first floor sink and gas line for stove; install and polyurethane oak flooring on second floor and in rear of first floor and hallway in front of 1st floor bathroom; exterior- install plywood in bedroom in back of house for insulation purposes; exterior- close off basement window/window well outside basement bathroom; remove steps/landing outside kitchen and patch concrete, supply and install bricks to close opening for kitchen door, relocate oven range vent, supply and install tubing for water line to fridge; install 30 year asphalt shingle; supply and install bi-fold closet doors upstairs, supply and install standard paint grade molding for windows, doors, ceiling and base; install red oak staircase from first to second floor and install pull down attic stairs.

The additional work the parties agreed to perform included gutting the first floor and building and installing the kitchen, kitchen cabinets, appliances; tiling in kitchen and dining room; installing windows, installing ground floor and applying polyurethane staining; removal of existing beams with steel replacements to support the new second floor extension; removal of a basement wall which was too narrow and prohibited movement; installation of light fixtures; installation of Tyvec wrap to fill a gap under the front door and changing the frame of the front Portico roof.

The respondent's commenced work on September 20, 2011, weeks after the approximate contract start date, August 29, 2011, because the consumer's architect did not obtain the Department of Buildings ("DOB") approval for the architect plans until September 16, 2011. The respondents were ready to start the contract work on August 29, 2011, and did not know that the architects' plans would be rejected twice before approval by DOB. The consumer hired the architect and the respondents could not start work on the contract until the architect plans were approved.

On December 5, 2011 and December 22, 2011, emails were exchanged between the parties. Mr. Peters requested a list from Mr. Longi of items still remaining on the contract. The consumer listed the following work as requiring completion: boiler and banister installation, cover the exposed wires, finish and smooth the rough sections on the front porch, remove the protruding concrete on rear steps; remove the cement splattered on the bricks, secure the Tyvec wrap under the front door to cover the gap, make the base support plates flush to the cement, more thorough repair to the area on the basement ceiling that incurred water damage, paint the four rooms in the extension, and apply the final coat of polyurethane on the new floor.

The respondents' DOB work permit expired on December 1, 2011. The contract was substantially completed with a few remaining items that would have

been taken care when the "punch list", was prepared. The respondents did not renew the permit because it was costly.

The consumer changed the locks to the work site on December 26, 2011. By email dated December 26, 2011, the consumer requested a current work permit from the respondents since the respondents permit had expired. Mr. Peters was told by DOB that a permit renewal was not required to complete "punch list" items, which are the final repairs and minor completion work remaining on a contract. The plumber that was hired to install the boiler held a permit, license and insurance to do this work. There was no supporting documentation or testimony that established that the renewal permit was not required to complete punch list items and that a licensed plumbers' permit was acceptable under DOB regulations for the boiler installation. The plumbing permit was admitted into evidence.

Mr. Peters, by his December 23, 2011 email to the consumer, replied to the consumer's claims that the boiler installation and other contract work was pending due to the consumer's delays but that most of the contract was completed. All the plumbing work for the boiler installation was completed and the boiler hook-up to the plumbing was pending because the boiler was larger than the designated space for it.

On December 27, 2011 when the respondent and the plumber arrived at the work site to install the boiler the new locks prevented entry. The consumer refused to allow further work to be conducted pursuant to the contract until he was provided with a current work permit and a detailed explanation of how the boiler was going to fit.

Mr. Peters, the plumber and Mr. Longi discussed several options for the boiler installation but Mr. Longi was not informed prior to the installation date which option would be used to install the boiler. Mr. Longi had requested this information several times prior to the date Mr. Peters appeared with the plumber. The contract was silent as to how the boiler was to be installed. Mr. Longi did not permit the respondents to install the boiler without prior knowledge of how it would be done and by certified letter, dated December 29, 2011, the consumer notified the respondents "this contract is terminated, and the balance of $7500 will be used to complete the deliverables you have not met."

After the respondents were denied access to the work site, Mr. Longi hired John Farr Plumbing and Heating Corporation to provide heat to the second floor extension. The plumber informed Mr. Longi that other alternatives were available to install the existing boiler. And, for example, if he chose another installation possibility outside the scope of the original plans, a new filing with DOB would be required. Mr. Longi did not file new plans. The boiler was not installed and has not being used.

Mr. Longi paid the plumber $5,696 and heat was temporarily provided to the second floor by connecting the boiler on the first floor to the second floor plumbing. Mr. Longi also hired Stair Builders for $1,500 to install the banister railings and he obtained an estimate for $1,640 from Life Group Service to paint the four rooms in the extension. Additionally, Mr. Longi hired C&A Electrical Corp. for $1,000. to arrange for the DOB electrical inspection and to connect the light fixtures that the respondents had agreed to connect but had not done. The respondents were not provided with the lighting fixtures prior to the shut out.

The consumer provided an "Engineering Home Inspection Report" ("report") prepared by Mohammad Ali, P.E. of Bidauli Engineering, on January 2, 2013. Over the objection of the respondent who asserted he was at a disadvantage because he was not present during the inspection and he was not permitted by the consumer to arrange an inspection at the consumer's home, it was admitted into evidence as exhibit #13. The report indicated that the porch was not properly installed and the varying step heights without a railing created a trip hazard. The report noted that the exterior electrical outlets were not properly enclosed and were a safety hazard. Additionally, the report noted the structural support for the back extension to the second floor showed a one inch gap between the columns base plate and concrete base/footing which might cause structural movement over time. Furthermore, the report noted that the bolted base plates were not properly sealed to prevent rust due to possible moisture entry.

The original written contract included the requirements of 6 RCNY §2-221(a), 2-221(a)(1), (2), (4), (5), (8), and (9).

The parties agree to have additional home improvement work performed. The additional terms were not reduced to a signed writing evidencing the agreement.

Admin. Code §20-393(13) prohibits any provision to be part of a home improvement contract if it requires the consumer to waive any rights or it prevents the consumer from asserting any rights, defenses or remedies available under this subchapter or the rules promulgated pursuant to it. Paragraph 16 in the contract requires the consumer to waive any rights to trial by jury in regard to any action arising out of the agreement.

6 RCNY §1-13 requires a respondent to reply within 20 days after DCA mails the complaint. DCA sent the complaint to the respondent on January 6, 2012. The respondents replied on January 19, 2012. The respondents replied to the complaint within 13 days.

Opinion

It is undisputed the consumer prevented the respondents from re-entering the work site on December 27, 2011. It is also undisputed that the respondent's work permit expired on December 1, 2011 and a current work permit was not provided to the consumer upon request. Therefore, the consumer credibly established by a preponderance of the evidence that the respondents violated Admin. Code § 20-393(1), for deviating from the terms of the agreement, 6 RCNY § 2-223(a), for failing to secure a permit, Admin. Code § 20-393(6), for violating the building codes of the city, and Admin. Code § 20-393(11), for failing to skillfully and competently perform work under the contract. These violations are due to the respondent's failure to reduce the additional terms to a signed agreement, failure to maintain a current work permit and for failure to communicate with the consumer exactly how the boiler would be installed. The fines or penalties that shall be imposed for the above stated violations shall reflect that the contract was substantially completed, except for the mentioned work below, or would have been completed as per the remaining items listed on the "punch list".

Specifically, as to Admin. Code § 20-393(11), Mr. Peters, as the contractor, should have provided sufficient information to Mr. Longi to satisfy the question Mr. Longi repeatedly asked about how the boiler was going to be installed. Mr. Longi's emails to Mr. Peters detail this demand for information. Mr. Peters is an experienced home improvement contractor and is expected to explain in detail any aspect of the work being performed if a consumer requests.

Furthermore, Mr. Longi asserted that because he is an engineer, he has knowledge about the requirements involved in this work. And, although Mr. Peters testimony about this issue involved several options which he asserted had been shared with Mr. Longi, since Mr. Longi was not satisfied with the options Mr. Peters provided, it is determined that Mr. Peters handled the boiler issue incompetently. Accordingly, the respondents are guilty of violating Admin. Code § 20-393(11).

After the consumer refused the respondents re-entry to the work site, the consumer hired another plumber, John Farr Plumbing & Heating Corporation. The consumer paid Farr Plumbing $5,696 to provide heat to the second floor extension. Farr Plumbing told Mr. Longi that additional plans would need to be filed if the installation was going to be outside the scope of the original plans. Mr. Peters agreed that if that was the case he would have filed additional plans but that he was planning to have the boiler installed with the existing plans. The boiler the respondents were supposed to have installed under the terms of the contract was not installed by Tomkat, the plumber the respondent had used at the work site. Although the consumer asserted that Tomkat was owed a balance of $1500 which the consumer paid, the respondent credibly testified that Tomkat

had already been paid $4000 for the work it had completed and the $1500 payment would have been for the boiler installation. However, it is undisputed the boiler was not installed. Therefore, the consumer will not be reimbursed for the $1500 (exhibit #9)

Mr. Longi presented documentary evidence that the plumber hooked up a temporary heating relay that uses the first floor boiler to provide heat to the extension. He incurred the following expenses: $1,575 for the installation of a circular pump and control valve, $3,800 for the replacement of the 2nd floor heating baseboard and copper pipe down to basement boiler, $200 to repair a leak, and $121 to install a thermostat. Since the respondents are in violation of Admin. Code § 20-393(1) and § 20-393(11), the extra costs paid by the consumer are damages.

The respondents' detailed and consistent testimony established that they intended to complete the contract. This was corroborated by emails to the consumer and also by the respondents' and the plumber's presence at the work site on December 27, 2011. Although the consumer argued the respondents abandoned the job, his argument is rebutted by the respondents' emails and actions. Therefore, charge 4 alleging that the respondents abandoned the contract in violation of Admin. Code § 20-393(1) is not supported by credible evidence. Accordingly, charge 4 is dismissed.

It is undisputed the respondents had not scheduled a DOB plumbing inspection prior to the shut out. The respondents asserted that this would have been completed had they not been shut out. Furthermore, although the consumer had to schedule the inspection, the plumbing work passed the inspection without additional damages.

Additionally, it was agreed that the respondents could not attach the light fixtures to the wiring before the shut out because the consumer had not yet provided the lighting. However, except for the lighting, the electrical work required under the contract was completed. Mr. Longi hired C&A Electrical Corp. for $1,000 to complete the lighting installations and schedule the DOB inspection which was approved. The added expense shall be considered under damages. Mr. Peters agreed that this work remained to be completed.

Mr. Longi argued unsuccessfully that based on his conversations with other experts in the field, the grade of tubing installed by the respondents would not hold up at high temperatures over time. Mr. Peters rebutted the consumer's assertion and provided detailed tubing specifications and information from home improvement sources which credibly establish that the specific tubing the respondents used is acceptable for the intended use under domestic hot water temperatures. Therefore, the consumer's claim has not been substantiated.

Since the respondents are found in violation of Admin. Code § 20-393(1) due to the failure to maintain a current work permit, the extra cost the consumer expended in the sum of $1,500 to hire "Stair Builders" to do the installation is considered damages. Despite Mr. Peters argument that the consumer did not provide the banister when the respondents were ready to install it, since the respondents failed to maintain a current permit, the added cost to the consumer for the banister is considered in the claim for damages. Furthermore, Mr. Peters assertion that the cost of the banister was excessive, is not supported by corroborating evidence.

Additionally, the consumer did not provide credible evidence to substantiate that the respondents caused the basement ceiling damage. Furthermore, it was undisputed that while Mr. Peters was still at the work site, he agreed to repair it without accepting any responsibility for the damage. Therefore, without supporting evidence to establish that the respondents caused this damage in the basement, the consumers request for the cost to further repair the basement ceiling is denied.

Additionally, although the estimate from Good Luck Construction was accepted into evidence (exhibit #9), it failed to provide the projected cost for each item of work and, as the contractor was not present to substantiate the estimate, the respondent could not present a defense to the validity of the repair estimate. Since these issues were discussed at length during the hearing, the consumer was allowed to provide another itemized estimate, prepared by Hung Kam Construction (Hung Kam "estimate") in the amount of $3,850 (exhibit #14).

The respondent refuted the estimated $100 (line item 1) cost to secure the Tyvek wrap over the rotten wood he replaced at the front door. It is undisputed that this was not a part of the contract and even had it been, the respondent's credible testimony described a $10 cost to secure the Tyvek with a thin strip of aluminum and at most 30 minutes to complete. Since the consumer was not able to provide a credible explanation for the excessive line item cost in the estimate, the consumer's claim for damages for the Tyvek exposure is not properly substantiated.

The estimate (line item 2) states, "remove excess concrete from concrete" for $3,000 without indicating if the concrete was to be removed and reinstalled or merely smoothed over with another layer of concrete. The respondent testified, although not conceding total removal of the steps was necessary, that the industry standard for the cost of concrete is $6 per square foot and documentation supporting this fact was admitted into evidence. The respondent's quote was found more credible than the consumer's that, if the entire porch required replacement, it would cost approximately $1,000. Additionally, the report does not call for the complete removal of the porch but

does mention that the varying step heights without a railing pose a trip hazard. Therefore, the consumer's claim for damages for the porch is limited to $1,000.

Additionally, the respondent testified he would not object to the $100 cost itemized in the estimate (line item 3) to construct the cement boxes to house the exterior electrical outlets that the report indicated were partially exposed to the weather and which created an electrical safety hazard.

The respondents argued that the painting would have been completed but the consumer and the respondents schedules did not provide an opportunity before the shut out. Since the respondents agreed to paint the rooms and did not, they will be held responsible for the additional expenses incurred by the consumer. The consumers obtained a quote from Life Group Service for $1,640 to paint the four rooms. Therefore, this amount will be considered damages.

There is no evidence to substantiate that the respondents violated Admin. Code § 20-700 and 6 RCNY § 1-12. Neither complainant presented evidence that established deceptive trade practice in the negotiation or performance of a home improvement contract or by promising to complete the work and failing to do so. The respondents were prepared to start the contract work on August 29, 2011 but were prevented from doing so when the architects' plans were twice rejected by DOB. This delayed the start of the contract work by twenty days.

Furthermore, after the work was partially completed, the consumer asked the respondents to gut and renovate the first floor which had not been part of the original contract terms. It is undisputed that the additional work extended the approximate completion date of the contract and was a major factor in the expiration of the work permit before completion of the contract. And, although the boiler installation problem ultimately resulted in the complete deterioration of the relationship, Mr. Peters' consistent testimony that the respondents repeatedly asked to complete the contract is corroborated by emails and his presence at the work site. Therefore, it is held that the complainants have not established by a preponderance of the evidence that the respondents engaged in deceptive trade practice. Accordingly, charges 1 and 2 are dismissed.

Mr. Longi requested reimbursement for rent he paid while he temporarily moved his family from the residence because the extension did not have heat and he paid rent to live with relatives until heat was available in the family home.

However, rent costs were not a term in the contract and the evidence reflects that both the consumer and the respondents contributed to the delay

in completing the contract. For example, had the consumer provided the banister the respondents would have installed it, had the consumer allowed the final coat of polyurethane to be applied the flooring would have been completed, had the consumer hired another contractor to perform the first floor kitchen installation the delays involved in scheduling that work would have been avoided by the respondents, and had the light fixtures been provided the electrical would have been completed. Additionally, the respondents were willing and able to complete the contract which was substantially completed and perhaps a less drastic measure would have prevented these additional expenses. Accordingly, the consumer's claim for reimbursement for the rent it paid to family members is denied in this instance.

Restitution

The total amount of damages incurred by the consumer is $10,937. This amount is determined by the additional expenses incurred by the consumer as follows: $1,576 for the circular pump; $3,800 for the second floor baseboard replacement; $200 for a leak repair; $121 for a thermostat; $1,500 for the banister; $1,640 for painting; $1,000 for the electrician; $1000 for repair of the cement porch steps and $100 to enclose the exterior electrical outlets in cement boxes. Restitution is determined by the amount of the damages, which is $10,937, less $7,500, the undisputed balance the consumer owed to the respondents against the contract price. The restitution amount is, therefore, $3,437.

Contract

It was undisputed that there are no violations of 6 RCNY §§2-221(a), 2-221(a)(1), 2-221(a)(2), 2-221(a)(4), 2-221(a)(5), 2-221(a)(8), and 2-221(a)(9). A review of the written contract indicates that the clauses required per these rules are part of the contract.

The respondents violated Admin. Code §20-393(13) for including a provision in the contract that called for the consumer to waive any rights to a jury trial.

There is no violation of 6 RCNY §1-13. The respondents replied to the complaint on January 19, 2012, within fourteen (14) days from the date that DCA mailed the complaint to the respondents. DCA mailed the complaint on January 5, 2012. The DCA complaint includes these attached records.

Standards of Integrity, Honesty and Fair Dealing

The complainants failed to meet their burden to establish by a preponderance of the credible evidence that the respondents engaged in any

deceptive trade practice in the negotiation and performance of a home improvement contract. The respondents maintained a current permit until it lapsed on December 1, 2011. The respondents did not deny to the consumer that the permit had expired. The respondents had substantially completed the contract and established by credible evidence that the contract would have been completed but for the additional work agreed upon involving the first floor renovation. Furthermore, there was no dispute as to the payments received and the balance remaining. But, the dissolution of the parties' relationship hindered the completion of any remaining work. It is further determined, in light of all the evidence that the respondents' actions were not so egregious as to rise to the level of failing to maintain the standards of integrity, honesty and fair dealing required of licensees. Accordingly, the charge that the respondents violated Admin. Code § 20-101 shall be dismissed.

ORDER

CD500129826

The respondent, **Peters Construction Group, Inc.,** is found **guilty of** the following:

Charges:	**Fine:**
charge 3 for violation of Admin. Code § 20-393(1)	**$500.**
charge 5 for violation of Admin. Code § 20-393(11)	**$500.**
charge 6 for violation 6 RCNY § 2-223(a)	**$500.**
charge 7 for violation of Admin. Code § 20-393(6); and	**$500.**
charge 15 for violation of Admin. Code § 20-393(13)	**$500.**

and is hereby

Ordered to pay to DCA a TOTAL FINE of $2,500.

The respondent, **Peters Construction Group, Inc.,** is **not guilty** of violation of charges 1, 2, 4, 8-14, 16-17 and these charges are dismissed.

DD500129826

The respondent, **Robert Peters**, is found **guilty** of the following:

Charges:	**Fine:**
charge 3 for violation of Admin. Code § 20-393(1)	**$500.**
charge 5 for violation of Admin. Code § 20-393(11)	**$500.**
charge 6 for violation 6 RCNY§ 2-223(a)	**$500.**
charge 7 for violation of Admin. Code § 20-393(6); and	**$500.**
charge 15 for violation of Admin. Code § 20-393(13)	**$500.**

and is hereby

Ordered to pay to DCA a TOTAL FINE of $2,500.

The respondent, **Robert Peters** is **not guilty** of violation of charges 1, 2, 4, 8-14, 16-17 and these charges are dismissed.

CD500129826 and DD500129826

The Respondents are ORDERED to pay RESTITUTION to the Consumer in the amount of $3,437., for which they are jointly and severally liable.

The respondents are further **Ordered** to provide to the Department proof of payment of restitution to the consumers within 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, New York 10004" or by emailing such proof to: collections@dca.nyc.gov.

Failure to comply with this order within thirty (30) days (including payment of the fine) may result in the suspension or revocation of the licenses at issue and the suspension of any other Department of Consumer Affairs licenses held by the respondent. 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 Respondents have served any suspension period ordered in this Decision and have paid ALL fines owed to the Department.

This constitutes the recommendation of the Administrative Law Judge.

M. Mirro
Administrative Law Judge

DECISION AND ORDER

The recommendation of the Administrative Law Judge is approved.

This constitutes the Decision and Order of the Department.

Date: December 23, 2013

Steven Kelly
Deputy Director of Adjudication

cc: Adnan Longi via email at AdnanLongi@longieng.com

Robert Peters via email at Petersgrpinc@aol.com

Susan Kassapian, Esq., Senior Counsel, DCA Legal Division

Jordan C. Cohen, Staff Attorney, DCA Legal Division

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 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.