

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

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DEPARTMENT OF CONSUMER AFFAIRS,

Complainant,

-against-

GARDEN STATE CUSTOM WINDOWS, LLC
D/B/A RENEWAL BY ANDERSEN,

Respondent.
-----X

CONSENT ORDER

Violation No. LL5349341

Garden State Custom Windows, LLC d/b/a Renewal by Anderson (“Respondent”) is licensed by the New York City of Department of Consumer Affairs (the “Department” or “DCA”) as a Home Improvement Contractor and was served with a Notice of Hearing in connection with Respondent’s home improvement business activity. Respondent agrees to this Consent Order (“CO”) to settle the violations of laws and rules in the Notice of Hearing and agrees as follows:

Background

1. Respondent operates its business in New York City (“NYC”), Suffolk County, Nassau County, Rockland County, and various New Jersey counties.
2. Respondent has maintained DCA Home Improvement Contractor license no. 1244514 since December 28, 2006.
3. Respondent acknowledges that it was served the above-referenced citation citing New York City Administrative Code (“Code”) §20-700 and Title 6 of the Rules of the City of New York (“6 RCNY”) §§2-222(r) and 5-06(b).
4. The parties agree to resolve the Notice of Hearing on the terms set forth in this CO and that the agreement does not constitute an admission of any wrongdoing or an adjudication representing commission of the violations set forth in the Notice of Hearing.

Authorized Representative for Respondent

5. Respondent is represented in this matter by Lisa Dubrow, Esq.



Definitions

6. "Advertisement" and "advertisements" means all promotional materials, including but not limited to coupons, mailings, postcards, flyers, billboards, banners, newspapers, magazines, circulars, pamphlets, catalogues, brochures, in-store and out-of-store displays and signs, websites, letters, and handbills published, e-mailed, mailed, distributed, or directed to New York City businesses, individuals, or consumers and/or displayed in New York City.

Injunctive Relief

7. Respondent agrees to comply with all applicable laws and rules, including but not limited to Code §§20-385 *et seq.* (the Home Improvement Law), Code §§20-101 *et seq.* (the License Enforcement Law), 6 RCNY §§2-220 *et seq.* (the Home Improvement Rules), 6 RCNY §§1-01 *et seq.* (the License Enforcement Rules), Code §§20-700 *et seq.*, and 6 RCNY §§5-01 *et seq.* (the Consumer Protection Law and Rules).
8. Respondent shall immediately remove from its advertisements, and shall not include in any future advertisements, the word "free" or any other similar language or terms unless the advertisement complies with 6 RCNY §5-06.
9. Respondent shall immediately remove from its advertisements, and shall not include in any future advertisements, claims as to performance, protection, or results that will be obtained by or realized from a particular home improvement product or service, including but not limited to claims relating to energy efficiency, energy consumption, energy savings, energy costs, and heating and cooling costs, unless the claims as to performance, protection, or results are based on known and provable facts.
10. Respondent shall include in its advertisements, letterhead, receipts, and other printed matter disclosed to NYC consumers its DCA license number. The license number must be clearly identified as a NYC Department of Consumer Affairs license number.
11. Respondent shall use only the name and trade name stated in its application for a Home Improvement Contractor's License and on its Home Improvement Contractor License in its advertisements for home improvement work.

Home Improvement Contract and Estimate

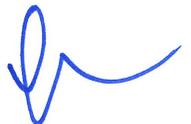
12. For all future contracts and estimates involving the provision of home improvement contracting services to any consumer in NYC, Respondent shall provide to consumers contracts that fully comply with all relevant laws and rules.
13. Respondent will provide free estimates to consumers located in NYC upon request from a consumer.
14. Respondent agrees to include in all contracts for the provision of home improvement

services to any consumer in NYC the following statement: "The Consumer is advised that he or she may file a complaint regarding the Contractor's performance or the job by calling 311 or going online to www.nyc.gov/consumers."

15. The Department may demand, at any time after the execution of this CO, that Respondent provide copies of written contracts and estimates as directed by the Department. Respondent shall comply with the Department's demand.
16. If the Department instructs Respondent to change its contract or estimate in order to bring the contract or estimate into compliance with the Home Improvement Law and Rules or this Consent Order ("Notice to Change Contract"), Respondent shall make whatever changes are required to bring the contract or estimate into compliance with the Home Improvement Law and Rules or this Consent Order within thirty (30) business days of receipt of said Notice to Change Contract. Respondent is, however, responsible for ensuring that its contract conforms to all applicable laws, whether or not it is advised of deficiencies by the Department.
17. The Department's receipt of Respondent's contract does not constitute approval of the contract, nor does it preclude the Department from taking action against Respondent with regard to a non-compliant contract.
18. Respondent shall, in the future, revise its contracts as necessitated by changes to any laws or rules applicable to Respondent.
19. If Respondent negotiates contracts with a consumer in a language other than English, the contract must be in English as well as in the other language. For example, contracts negotiated in Spanish must be in English and in Spanish.
20. Respondent shall not deviate from or disregard the plans or specifications of any home improvement contracts into which it enters.

Notification Concerning the "Consumer Bill of Rights for New York City Homeowners"

21. Respondent's contracts and estimates shall clearly and conspicuously state that the consumers may obtain a copy of the "Consumer Bill of Rights for New York City Homeowners" from the Department by calling 311 and from the Department's website, www.nyc.gov/dca.
22. Respondent acknowledges receipt of the English version of the Consumer Bill of Rights for New York City Homeowners, which is available at <http://www.nyc.gov/html/dca/downloads/pdf/hiccontractsshort.pdf>.



Fines

23. Respondent agrees to pay **\$1,275.00** as a fine to the Department, in the form of a bank check or money order made payable to the "NYC Department of Consumer Affairs" on or before the date of execution of this CO.

Resolution of Outstanding and Future Consumer Complaints

24. Respondent shall make all possible efforts in good faith to resolve all consumer complaints filed with the Department within ten (10) business days of Respondent's receipt of copies of said complaints, regardless of whether Respondent was licensed by the Department at the time of the activity about which the consumer complained. Respondent shall respond to subsequent communications from the Department concerning the complaints within ten (10) business days.
25. Respondent shall submit to the Department's jurisdiction to adjudicate the merits of every complaint, which may be filed against it on contracts entered into during any period of unlicensed activity.
26. The name, address, telephone number, email address, if any, and title of the individual responsible for addressing complaints received by DCA is:
- Larry Landes, Renewal by Andersen, 70 Jackson Drive Suite A, Cranford, NJ, 07016.
27. Respondent shall update the name, email address, and title of the individual responsible for addressing complaints received by DCA within 10 days of any change of the information provided in the paragraph above.

Compliance and Reporting

28. Respondent, and its successors and assigns, shall maintain in electronic format all advertisements it (a) publishes or disseminates in NYC and (b) all advertisements it causes to be published in NYC, for one year beginning from the execution of this CO.
29. The Department may demand from Respondent, at any time, electronic copies of the advertisements described in paragraph 29 and other information related to advertisements, including but not limited to:
- a. All materials that were relied upon in disseminating the advertisements containing claims as to performance, protection, or results; and
 - b. All tests, reports, studies, surveys, demonstrations, or other evidence in its possession or control that contradict, qualify, or call into question the containing claims as to performance, protection, or results, or the basis relied upon for the containing claims as to performance, protection, or results, including complaints



and other communications with consumers or with governmental or consumer protection organizations.

Consequences of Breach of CO

30. Any breach of this CO by Respondent or its agents shall, upon notice and a hearing: (i) be deemed grounds for revocation of Respondent's license; (ii) be assessed at the penalties allowed by law for the underlying violation of the law or rule; (iii) be deemed a separate, knowing violation of the Consumer Protection Law; and (iv) be considered a violation of 6 RCNY § 6-42(c).

Waiver of Appeals

31. Respondent hereby agrees to waive any further right to a hearing and appeal on any of the matters referred to herein, under Title 20, Chapter 1, and Section 20-104 of the Code.

Miscellaneous

32. This Consent Order will constitute the final disposition of the alleged violations and any charges the Department might bring regarding the advertisements distributed by Respondent before the date on which this CO is executed.
33. Nothing in this CO shall be construed to limit in any way the authority of the Department to exercise its enforcement powers under Chapter 1, Title 20 or under Chapter 2, Title 20 of the Code.
34. This CO contains the entire understanding of the parties in connection with the subject matter hereof.

Agreed to for the Respondent
by:

Accepted for Julie Menin, Commissioner of
Consumer Affairs for the City of New York:

Laurence Landes 4/21/15
Signature Date

LAURENCE LANDES

Print Name

[Redacted] 4/22/15
Signature Date

[Redacted]

Print Name

Businesses licensed by the Department of Consumer Affairs (DCA) must comply with all relevant local, state, and federal laws. Copies of New York City licensing and consumer protection laws are available in person at DCA's Licensing Center, located at 42 Broadway, 5th Floor, New York, NY, by calling 311, New York City's 24 hour Citizen Service Hotline, or by going online at www.nyc.gov/consumers.