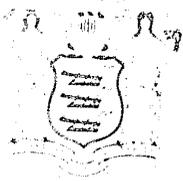


# e manual

A Textbook-Reference for  
County and Municipal  
Consumer Affairs Offices



State of New Jersey  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CONSUMER AFFAIRS  
1100 RAYMOND BOULEVARD, ROOM 504  
NEWARK, NEW JERSEY 07102

BRENDAN BYRNE, *Governor*  
WILLIAM F. HYLAND, *Attorney General*  
ADAM K. LEVIN, *Director*



# the manual

A Textbook-Reference for  
County and Municipal  
Consumer Affairs Offices

In the **CALA** Network  
Consumer Affairs Local Assistance



**State of New Jersey**

DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CONSUMER AFFAIRS  
1100 RAYMOND BOULEVARD, ROOM 504  
NEWARK, NEW JERSEY 07102

T H E M A N U A L

FIRST EDITION

MAY 1976

SECOND EDITION

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JULY 1977

## FOREWORD

THE MANUAL was designed to serve as a basic working reference for county and municipal consumer affairs offices affiliated with the New Jersey Division of Consumer Affairs Local Assistance (CALA) Network. The first edition was published in May 1976 and the second in March 1977.

The Office of Consumer Protection, a bureau of the Division, has also found it useful, and we have been pleased with requests for copies from other agencies within New Jersey and from many in distant states. The third edition will permit wider distribution.

Especial thanks go to Sidney Posel, Professor of Law of Rutgers University, to Deputy Attorney General Douglas J. Harper, New Jersey Division of Law, and to Salvatore Sangiorgi, Assistant Director of the New York Regional Office of the Federal Trade Commission, for the sections they wrote and compiled. The remaining material has been written by staff members and used successfully within the Division. It has been compiled and prepared for this MANUAL by my Assistant, Ruth Ballou, who supervises the CALA Network Program, including training and education. Her Secretary, Annette Toomey, typed the complete manuscript.

Adam K. Levin  
Director

July 1977

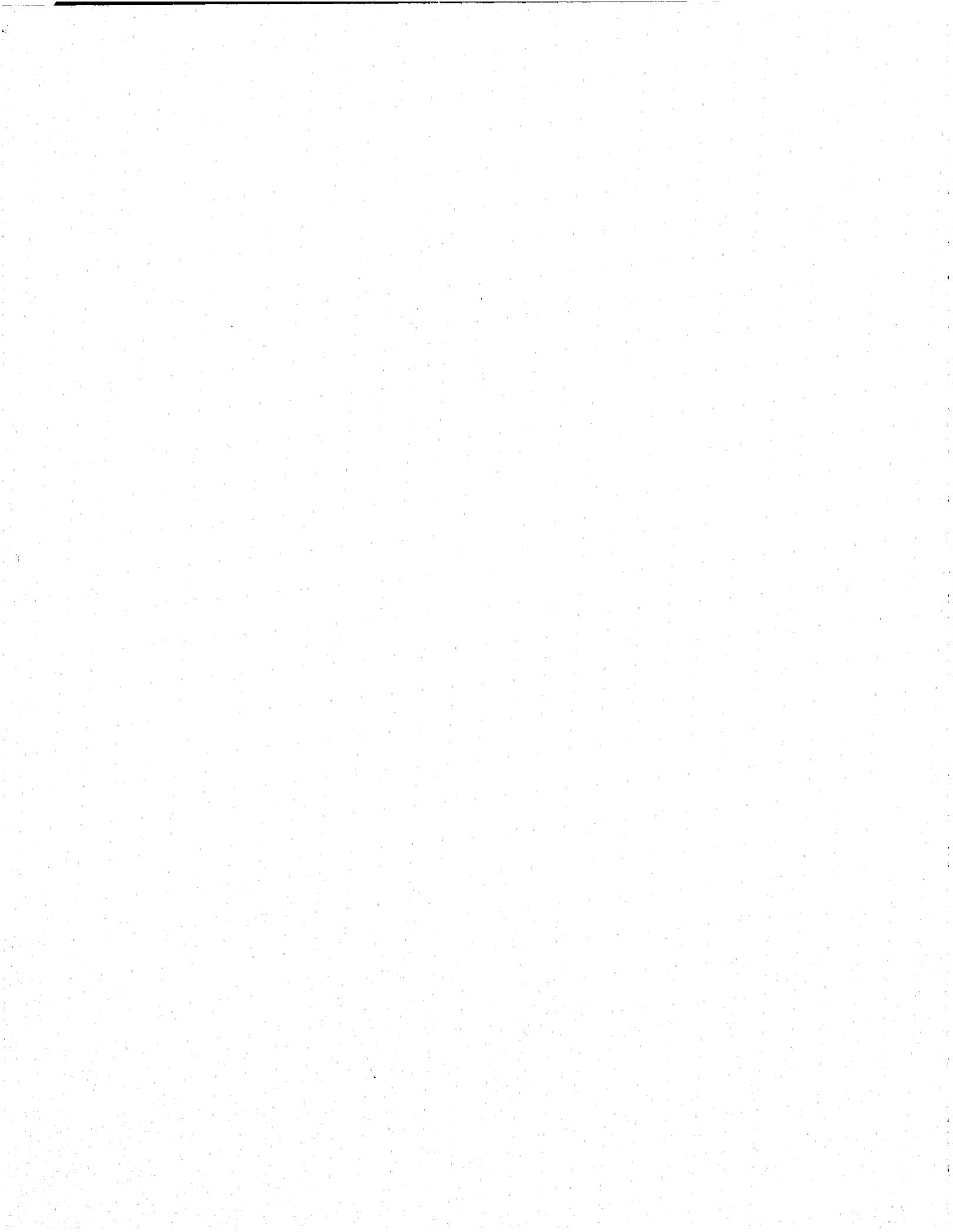
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## THE NEW JERSEY DIVISION OF CONSUMER AFFAIRS: ITS SCOPE AND PURPOSES

The New Jersey Division of Consumer Affairs is one of the smallest, yet most progressive and effective consumer agencies in the nation. Contrary to the popular misconception that it is merely a marketplace complaint bureau coterminous with an Office of Consumer Protection, the agency has broad regulatory powers. The Director of the Division, under the Department of Law and Public Safety which is headed by the Attorney General, is charged with the administration of the Consumer Fraud Act (N.J.S.A. 56:8-1 to 56:8-20), the 19 professional boards, the Office of Consumer Protection, Bureau of Securities, the Office of Weights and Measures, Charitable Registration and Investigation Section, Legalized Games of Chance Control Commission, Private Employment Agencies Section and the State Athletic Commission. It is a one-stop agency dealing with the daily problems of people, in the purchase or lease of products and services. It regulates physicians, morticians, certified public accountants, dentists, plumbers, electricians, marriage counselors, barbers, and securities dealers, among others. It even licenses bingo games.

The Division has instituted sweeping reforms affecting the state's professional boards. These reforms have shifted power from the vested domain of an association to the consumer. The Deputy Director of Consumer Affairs oversees the boards' operations and serves as a conduit through whom all inquiries, correspondence and complaints to the professional boards is channeled. Since the boards' powers are defined by specific statutes, the Deputy Director follows every case brought before a board and evaluates its progress. Professional administrators, not members of the regulated profession, sit as Secretaries of the boards. A Deputy Attorney General is assigned to each board.

The Division has encouraged passage of major legislative reforms in the area of professional boards, consolidating the administrative functions of the various boards, eliminating those boards which merely duplicated the regulatory functions of other boards, increasing the number of public members on boards, eliminating those stringent professional entrance requirements which were irrelevant and unrelated to the practice of that profession, eliminating the grandfather clauses which exempted those members of a profession practicing at the inception of the state regulation of such profession from requirements imposed upon those licensed subsequent to state regulation, and assuring the highest possible standards of peer review. (Since 1972, the New Jersey Board of Medical Examiners has revoked more licenses than the medical boards of all other states combined: approximately 64).

The Consumer Fraud Act (New Jersey Statutes Annotated 56:8-1 to 56:8-20, incl.) is one of the strongest in the country. It prohibits unconscionable business practices and fraudulent misrepresentation in the sale of goods and services. Supplementing the Consumer Fraud Act are 12 Regulations which define unlawful practices more exactly in specific areas. They also delineate certain rights and responsibilities of business and consumers alike. Regulations have the full force and

effect of the law.

The Office of Consumer Protection is the primary investigative and enforcement wing of the Division in the sale, lease, or advertisement of products and services as defined in the Consumer Fraud Act (56:8-1 to 56:8-20, incl.). Cases are mediated or prepared for litigation as the facts warrant. In 1976, 16,200 cases were received with savings to New Jersey consumers of \$1,054,000.

The Division, on September 25, 1971, initiated the Consumer Affairs Local Assistance Program (CALA). Currently there are 100 offices statewide with more than 250 men and women serving as appointees of the participating governments. Twelve of New Jersey's twenty-one counties have established consumer offices. The others are municipal. These offices handle consumer complaints directly and by referral from the state, and conduct educational programs on a limited basis. Generally, county personnel are paid while many municipal representatives are volunteers. All offices do not report as requested but reports received in 1976 listed 11,064 cases successfully resolved, with savings to consumers of \$1,341,700. Therefore, the combined figure for the Division's savings in this area of consumer protection is \$2,395,700. During the first six months of 1977, 8588 were resolved locally, a 77% success rate on cases received, with \$1,388,841 in savings in the CALA Network.

Effective in August 1976, Chapter 376 of the Laws of 1975 granted existing county and municipal offices which met new, tougher standards and achieved Certification, the power to enforce the Consumer Fraud Act, thereby creating a vertical structure of consumer protection in New Jersey. This vertical structure indicates to both the business and consumer sectors that the New Jersey Division of Consumer Affairs is not merely a reflexive operation geared only to the receipt of complaints, but rather an affirmative, energetic enforcer of the law, insuring statewide coverage. In the first six months of 1977, \$47,252 was obtained in penalties and restitution, double the amount of the preceding six months when the Law became effective.

As a subdivision of the Department of Law and Public Safety, the primary responsibility of the Division must be the enforcement of statutes and regulations to lessen or eliminate consumer problems resulting from fraud, but education has to be virtually co-equal. Consumers must learn to become alert to unfair business practices to avoid problems and must also become equally aware of their responsibilities in the buying and using of products and services. The Division is the consumer advocate but not anti-business. A shortage of funds has limited the planned expansion of educational programming, but the extension of these services is and will remain an important goal of the New Jersey Division of Consumer Affairs.

DIVISION OF CONSUMER AFFAIRS

CODE OF ETHICS

In the preamble to the "New Jersey Conflicts of Interest Law" the New Jersey Legislature stated that:

"It is essential that the conduct of public officials and employees shall hold the respect and confidence of the people. Public officials must, therefore, avoid conduct which is in violation of their public trust or which creates a justifiable impression among the public that such trust is being violated."

While no one is expected to be without any personal interests in the decisions and policies of Government, it is essential to distinguish those conflicts of interest which are unavoidable in a free society from those which are substantial and material or which might bring Government into disrepute.

D I V I S I O N   O F   C O N S U M E R   A F F A I R S

OFFICE OF THE DIRECTOR

Adam K. Levin, Director (201) 648-4010, 4011, 3557  
 Walter McHale, Deputy Director 648-4014

Ballou, Ruth S.	3559	Levine, Phyllis	2467
Goldman, Shari	3274	Post, Arleen	2467
Kelly, Thomas W.	3558	Thomas, Ursula P.	2517
Weiner, Robert	3537	ACTION LINE	3295, 3296

BUREAUS

Office of Consumer Protection Room 405, 1100 Raymond Blvd. (201) 648-3622  
 Newark, N. J. 07102  
 Patricia A. Royer, Ex. Dir.

Office of Weights and Measures 187 West Hanover Street (609) 292-4615  
 Trenton, N. J.  
 William Wolfe, Supt.

Charitable Registrations and Investigation Sect. Room 333, 1100 Raymond Blvd. (201) 648-4002  
 Newark, N. J. 07102  
 Franklyn Swenson, Coord.

Bureau of Securities Room 308, 1100 Raymond Blvd. (201) 648-2040  
 James McLeland Smith, Newark, N. J. 07102  
 Chief

Private Employment Agencies 198 West State Street (609) 292-2344  
 Trenton, N. J.  
 Chester Hall, Supv.

State Athletic Commission Jersey Joe Wolcott (Arnold Cream), Acting Commissioner 209 East State Street (609) 292-3714  
 Trenton, N. J.

Legalized Games of Chance Commission Room 335, 1100 Raymond Blvd. (201) 648-2710  
 Newark, N. J. 07102  
 William Reed, Executive Officer

PROFESSIONAL AND OCCUPATIONAL BOARDS

Board of Architects Room 327, 1100 Raymond Blvd. (201) 648-2378  
 Herman C. Litwack, Ex.Sec. Newark, N. J. 07102

Board of Barber Exam. P. O. Box 1540 (609) 292-5620  
 Vito J. Micele, Sec. Trenton, N. J. 08625

Board of Beauty Culture Room 311, 1100 Raymond Blvd. (201) 648-2450  
 Richard Griswold, Sec. Newark, N. J. 07102

Board of Certified Public Accountants Mary Lannon, Sec.	Room 507A, 1100 Raymond Blvd. Newark, N. J. 07102	(201) 648-3240
Board of Dentistry Herman Hammerschmidt	150 East State Street Trenton, N. J. 08608	(609) 292-5416
Board of Examiners of Electrical Contractors John S. LeMaire, Sec.	Room 322, 1100 Raymond Blvd. Newark, N. J. 07102	(201) 648-2058
Engineers and Land Surveyors Frederick W. Herrmann	Room 317, 1100 Raymond Blvd. Newark, N. J. 07102	(201) 648-2660
Board of Marriage Counselors John Zane, M.D., Ch.	Room 331, 1100 Raymond Blvd. Newark, N. J. 07102	(201) 648-2534
Board of Medical Exam. Alfred J. Schuster, Sec.	Trenton Trust Building 28 West State Street Trenton, N. J. 08608	(609) 292-4843
Board of Mortuary Science Maurice McQuade, Sec.	Room 331, 1100 Raymond Blvd. Newark, N. J. 07102	(201) 648-2532
Board of Nursing Richard David, Ex. Sec.	Room 319, 1100 Raymond Blvd. Newark, N. J. 07102	(201) 648-2490
Board of Examiners of Ophthalmic Dispensers and Ophthalmic Tech. Ruth Weisman, Conf.Sec.	Room 503, 1100 Raymond Blvd. Newark, N. J. 07102	(201) 648-2840
Board of Optometrists Jan Flanagan, Sec.	Room 501, 1100 Raymond Blvd. Newark, N. J. 07102	(201) 648-2012
Board of Pharmacy Roger Gale, Sec.	Room 325, 1100 Raymond Blvd. Newark, N. J. 07102	(201) 648-2433
Board of Professional Planners Lillian W. Egolf, Sec.Dir.	Room 202, 1100 Raymond Blvd. Newark, N. J. 07102	(201) 648-2465
Board of Master Plumbers Clementi DiSilvestro, Sec.	744 Broad Street, Room 502 Newark, N. J. 07102	(201) 648-3310
Board of Psychological Examiners Robert M. Beechley, Sec.	Room 331, 1100 Raymond Blvd. Newark, N. J. 07102	(201) 648-2792
Board of Shorthand Report. Salvatore Battaglia, Sec.-Treas.	112 South Main Street Orange, N. J. 07050	(201) 674-8575

Board of Veterinary-Medical Examiners  
Ruth Weisman, Sec. Room 503, 1100 Raymond Blvd. (201) 648-2841  
Newark, N. J. 07102

Enforcement Bureau  
Steve Bonora, Chief Room 306, 1100 Raymond Blvd. (201) 648-3500  
Newark, N. J. 07102

OFFICE OF CONSUMER PROTECTION

PATRICIA A. ROYER	EXECUTIVE DIRECTOR	2485 / 3468
STANLEY TAFIL	SUPERVISING INVESTIGATOR	2757

COMPLAINT CATEGORIES

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SECTION 01	ROBERT J. SICONOLFI, SUPERVISOR	2741
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JACKIE CLARK 2327  MARY HARRINGTON 4019  WELDON STACKHOUSE 3315  EDNA M. WOODS 4018	ADVERTISING DIRECTORIES AIR CONDITIONING (CENTRAL) ALUMINUM SIDING CARPETS, FLOOR COVERING CHIMNEYS CHINA, UTENSILS CLOTHING COSMETICS DRAPES DRIVEWAYS & SIDEWALKS ELECTRICAL CONTRACTING EXTERMINATING/PEST CONTROL FENCES FIRE & BURGLAR ALARM SYSTEMS FOOD MARKETS FURNACES FURNITURE	HARDWARES HEALTH CLUBS/SPAS HOME PURCHASES HOME REMODELING JEWELRY LAMPS LANDSCAPING & GARDEN MUSICAL INSTRUMENTS PAINTING PHOTOGRAPHY-ARTWORK PLUMBING PURE FOOD & DRUG ROOFING STORM WINDOWS & DOORS SWIMMING POOLS UPHOLSTERY WATERPROOFING WIGS
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SECTION 02	THOMAS ROSELLI, SUPERVISOR	3876
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RICHARD DE LORENZI 2363  DAVID HALDY 2875  SAM SMITH 2826	AUTOMOTIVE ADVERTISING REGULATION AUTOMOTIVE REPAIRS AND REPAIR REGULATION AUTOMOTIVE SALES BICYCLES BOATS MOTORCYCLES TRAILERS	
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SECTION 03

DAVID COLLINS, SUPERVISOR

2796

J. ROBERT BELGAM 3350	ACCOMMODATIONS	POWER MOWERS
	ADVERTISING - GEN.	PROFESS. SERVICES
ANNE DALY 2218	AIR CONDITIONING (WINDOW)	RADIOS
	BOOKS & MAGAZINES	REAL ESTATE
HIMAN MARKS 4016	CAMERAS & FILM	RECORD CLUBS
	CEMETERIES & MEMORIALS	REFRIGERATORS
MICHAEL COLICCHIO 2872	CREDIT REPORTING	SCHOOL ENROLLMENTS
	DATING SERVICES	SEWING MACHINES
	DISHWASHERS	SMALL APPLIANCES
MARGARET MULLIN	FREEZERS	STEREO, HI-FI
	FREEZER FOOD PLANS	STOVES
	HAND MOWERS	TAPE RECORDERS
	HEARING AIDS	TELEVISIONS
	MAIL ORDER	TOYS
	MISCELLANEOUS	TRAVEL AGENCIES
	MOVING & STORAGE	VACUUM CLEANERS
	PETS & VETERINARIANS	VENDING MACHINES
		WASHING MACHINES & DRYERS

HISPANIC UNIT	IGNACIO CRUZ, SUPERVISOR	2371
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ACTION LINE	ROBERT W. LEE, SUPERVISOR	2610
	ACTION LINE	3295, 3296

REGULATORY ACTIVITIES	URSULA P. THOMAS, COORDINATOR	2517
	ADMINISTRATIVE COMPLAINT PROCEEDINGS	
	PERMANENT DOCKET - ADMINISTRATIVE,	
	JUDICIAL, LEGISLATIVE REVIEW	

CAMDEN BRANCH OFFICE	530 COOPER STREET CAMDEN, N. J. 08102	609-543-2845
	MARGARET TRAINOR	
	KATHERINE KEEFE	

FROM THE OFFICE OF THE DIRECTOR OF THE DIVISION OF CONSUMER AFFAIRS

CALA	CALA ASSISTANTS TO RUTH S. BALLOU	2467
	PHYLLIS LEVINE	
	ARLEEN POST	

## PROFESSIONAL AND OCCUPATIONAL BOARDS

prepared by

WALTER P. McHALE, Deputy Director, Division of Consumer Affairs

Pursuant to the provisions of the Consumer Affairs Act of 1971, the Director is charged with the responsibility of supervising the operations of the 19 Professional and Occupational Licensing Boards situated within the Division. The Deputy Director performs this function under the supervision of the Director.

All of the Boards were created by the Legislature, and there is a separate statute governing the powers and functions of each agency. Board membership is dictated by the appropriate Practice Act, and in addition to the specified professional members on each Board, there is one public member and one government member.

The Deputy Director attends all Board meeting, and there are assigned to the Division six Deputy Attorneys General who serve as legal counsel to the Boards.

Generally, the Boards have jurisdiction in the areas of licensure and enforcement: the latter is primarily concerned with proper practice activities of licensees and prohibitory provisions dealing with non-licensees.

BOARD OF ARCHITECTS. This Board licenses Architects and regulates the practice of architecture in New Jersey.

BOARD OF BARBER EXAMINERS. This Board licenses Barber Shops, Barbers, and Barber Apprentices and regulates the practice of barbering throughout the State.

BOARD OF BEAUTY CULTURE CONTROL. This Board licenses Beauty Shops, Beauty Culture Schools, Beauty Operators, Manager Operators, Teachers of Beauty Culture, Manicurists, and it regulates the practice of beauty culture throughout the State.

BOARD OF CERTIFIED PUBLIC ACCOUNTANTS. This Board licenses Certified Public Accountants, and it regulates the practice of certified public accounting.

BOARD OF DENTISTRY. This Board licenses Dentists, Dentistry Offices and Dental Hygienists, and it regulates the practice of dentistry throughout the State.

BOARD OF EXAMINERS OF ELECTRICAL CONTRACTORS. This Board licenses Electrical Contracting Firms and Electrical Contractors, and it regulates electrical contracting throughout the State.

PROFESSIONAL ENGINEERS AND LAND SURVEYORS. This Board licenses Professional Engineers, Engineers-In-Training and Land Surveyors, and it regulates the practice of professional engineering and land surveying throughout the State.

BOARD OF MARRIAGE COUNSELORS. This Board licenses Marriage Counselors and regulates the practice of marriage counseling throughout the State.

BOARD OF MEDICAL EXAMINERS. This Board licenses Medical Doctors, Osteopathic Physicians, Podiatrists, Chiropractors, Orthoptic Technicians, Bio-Analytical Laboratory Directors and Hearing Aid Dispensers and regulates the practice of these disciplines throughout the State.

BOARD OF MORTUARY SCIENCE. This Board licenses Morticians, Mortuary Establishments and Mortician Trainees and regulates the practice of Mortuary Science throughout the State.

BOARD OF NURSING. This Board licenses Professional Nurses, Practical Nurses, Schools of Professional Nursing and Schools of Practical Nursing and regulates the practice of both disciplines throughout the State.

BOARD OF EXAMINERS OF OPHTHALMIC DISPENSERS AND OPHTHALMIC TECHNICIANS. This Board licenses Ophthalmic Dispensers, Ophthalmic Technicians and Ophthalmic Trainees, and it regulates the practice of both disciplines throughout the State.

Ophthalmic Dispensers, also known as Opticians, actually make eye-glasses but only on a written prescription from an Ophthalmologist or an Optometrist. They are not authorized to examine eyes.

BOARD OF OPTOMETRISTS. This Board licenses Optometrists and Optometry Offices, and regulates the practice of optometry throughout the State.

Optometrists are authorized to examine eyes for glasses and to make them. They are not authorized to treat diseases of the eye.

BOARD OF PHARMACY. This Board licenses Pharmacists, Pharmacies and Pharmacy Interns, and regulates the practice of pharmacy throughout the State.

BOARD OF PROFESSIONAL PLANNERS. This Board licenses Professional Planners and Professional Planners-In-Training, and regulates the practice of professional planning throughout the State.

BOARD OF MASTER PLUMBERS. This Board licenses Master Plumbers, and regulates the practice of its licensees throughout the State.

BOARD OF PSYCHOLOGICAL EXAMINERS. This Board licenses Psychologists and regulates the practice of psychology throughout the State.

BOARD OF SHORTHAND REPORTERS. This Board licenses Shorthand Reporters and regulates the practice of shorthand reporting throughout the State.

BOARD OF VETERINARY-MEDICAL EXAMINERS. This Board licenses Veterinarians, and it regulates the practice of veterinary medicine throughout the State.

ENFORCEMENT BUREAU. This Agency conducts all investigations and inspections for the 19 Regulatory Boards.

N. J. DIVISION OF CONSUMER AFFAIRS  
COUNTY AND MUNICIPAL OFFICES  
affiliated with the  
CONSUMER AFFAIRS LOCAL ASSISTANCE (CALA) NETWORK

Approximately 100 county and municipal consumer offices are affiliated with the New Jersey Division of Consumer Affairs in the State's Consumer Affairs Local Assistance (CALA) Network to handle consumer complaints, to correct fraud, and educational programs to prevent it. The personnel of the local offices are appointed by and supervised by their respective governments. Where there are separate county offices, such offices coordinate the municipal offices within their counties with the State. In the other counties, municipalities report directly to the State.

Cases are mediated within the jurisdiction of the State Consumer Fraud Act. Chapter 376 of the Laws of 1975 permits certified offices to litigate under the Act. The State provides continuing training, education, and counsel; and determines the standards and conducts the testing for certification.

Mail should be addressed to Director of Consumer Affairs at the addresses listed below:

ATLANTIC COUNTY

Atlantic County  
1601 Atlantic Ave  
Atlantic City, NJ 08401  
(609) 344-8600

Pleasantville  
18 N. 1st St  
Pleasantville, NJ 08232  
(609) 641-6200

BERGEN COUNTY

Bergen County  
355 Main St  
Hackensack, NJ 07601  
(201) 646-2650

Englewood  
Municipal Bldg.  
Box 228  
Englewood, NJ 07631  
(201) 567-1800

Fort Lee  
Borough Hall  
Fort Lee, NJ 07024  
(201) 947-9400

Glen Rock  
Harding Plaza  
Glen Rock, NJ 07452  
(201) 447-2555

Hackensack  
City Hall  
65 Central Ave  
Hackensack, NJ 07602  
(201) 342-3000

Lodi  
Borough Hall  
59 Main St  
Lodi, NJ 07644

Lyndhurst  
Town Hall  
Lyndhurst, NJ 07071  
(201) 939-5191

New Milford  
930 River Rd  
New Milford, NJ 07646  
(201) 262-6100

North Arlington  
214 Ridge Rd  
North Arlington, NJ 07032  
(201) 991-6060

Paramus  
99 E. Century Rd.  
Paramus, NJ 07652  
(201) 261-7814

Ramsey  
33 North Central Ave  
Ramsey, NJ 07446  
(201) 825-3400

River Vale  
681 Westwood Ave  
River Vale, NJ 07675  
(201) 664-2346

Rochelle Park  
29 West Oldis St  
Rochelle Park 07662  
(201) 843-2266

Rutherford  
176 Park Ave  
Rutherford, NJ 07070  
(201) 939-1444

Teaneck  
Municipal Bldg.  
Teaneck, NJ 07666  
(201) 837-1600

BURLINGTON COUNTY

Burlington County  
54 Grant St  
Mt Holly, NJ 08060  
(609) 267-3300

Cinnaminson  
1621 Riverton Rd  
Cinnaminson, NJ 08077  
(609) 829-6000

Willingboro  
Municipal Complex  
SaIem Rd  
Willingboro, NJ 08046  
(609) 877-2201

CAMDEN COUNTY

Camden County  
519 Federal St  
Parkade Bldg  
Camden, NJ 08101  
(609) 757-8387

Gloucester  
P.O. Box 8  
Blackwood, NJ 08012  
(609) 228-4000

Oaklyn  
500 White Horse Pike  
Oaklyn, NJ 08107  
(609) 858-2457

CAPE MAY COUNTY

Wildwood  
4400 New Jersey Ave  
Wildwood, NJ 08260  
(609) 729-4444

CUMBERLAND COUNTY

Cumberland County  
800 E. Commerce St  
Bridgeton, NJ 08302  
(609) 451-8000

ESSEX COUNTY

Belleville  
152 Washington St  
Belleville, NJ 07109  
(201) 759-9100

Cedar Grove  
525 Pompton Ave  
Cedar Grove, NJ 07009  
(201) 239-1410

East Orange  
44 City Hall Plaza  
East Orange, NJ 07109  
(201) 266-5124

Irvington  
Municipal Bldg.  
Civic Sq.  
Irvington, NJ 07111  
(201) 372-2100

Livingston  
357 S. Livingston Ave  
Livingston, NJ 07039  
(201) 992-5000

Millburn  
375 Millburn Ave  
Millburn, NJ 07041  
(201) 376-2030

Newark  
24 Commerce St.  
Newark, NJ 07102  
(201) 733-8041

Nutley  
Town Hall  
Kennedy Drive  
Nutley, NJ 07110  
(201) 667-2800

West Orange  
66 Main St  
West Orange, NJ 07052  
(201) 325-4124

GLOUCESTER COUNTY

Deptford Twp.  
1011 Cooper St  
Deptford, NJ 08096  
(609) 227-5350

HUDSON COUNTY

Bayonne  
Municipal Bldg.  
Bayonne, NJ 07002  
(201) 823-1000

Hoboken  
City Hall  
Hoboken, NJ 07030  
(201) 792-3000

Kearny  
26 N. Midland Ave  
Kearny, NJ 07032  
(201) 991-9282

North Bergen  
1215-46th St  
North Bergen, NJ 07047  
(201) 863-8500

Secaucus  
729-9th St  
Secaucus, NJ 07094  
(201) 867-6871

Union City  
No.Hudson Commun.Action  
Corp.  
507-26th St  
Union City, NJ 07087  
(201) 866-2255

Weehawken  
400 Park Ave  
Weehawken, NJ 07087  
(201) 867-1715

West New York  
428-60th St  
West New York, NJ 07093  
(201) 861-7000

HUNTERDON COUNTY

Clinton Twp  
West St  
Annandale, NJ 08801  
(201) 735-5328

MERCER COUNTY

Mercer County  
640 S. Broad St  
Trenton, NJ 08611  
(609) 989-6671

MIDDLESEX COUNTY

Middlesex County  
841 Georges Rd  
North Brunswick, NJ 08902  
(201) 246-5787

Dunellen  
Town Hall  
Dunellen, NJ 08812  
(201) 968-2999

East Brunswick  
1 Jean Walling Civic Ctr.  
East Brunswick, NJ 08816  
(201) 254-4600

Edison Twp.  
Plainfield & Woodbridge  
Edison, NJ 08817  
(201) 287-0900

Middlesex Borough  
1200 Mountain Ave  
Middlesex, NJ 08846  
(201) 356-7400

Old Bridge  
R.D. 1, Box 70C  
Old Bridge, NJ 08857  
(201) 727-5566

Perth Amboy  
City Hall  
Perth Amboy, NJ 08741  
(201) 826-0290

Woodbridge  
City Hall, 1 Main St  
Woodbridge, NJ 07095  
(201) 634-4500

MONMOUTH COUNTY

Monmouth County  
Hall of Records  
Main St  
Freehold, NJ 07728  
(201) 431-7900

Freehold Twp  
Municipal Plaza  
Schanck Rd  
Freehold, NJ 07728  
(201) 462-7900

Long Branch  
344 Bdwy c/o Clerk  
Long Branch, NJ 07740  
(201) 222-7000

Manalapan  
P.O. Box 15  
Tennent, NJ 07763  
(201) 446-3200

Marlboro  
Drawer D  
Marlboro, NJ 07746  
(201) 591-9700

Matawan Borough  
150 Main St  
Matawan, NJ 07747  
(201) 566-2113

Red Bank  
32 Monmouth St  
Red Bank, NJ 07701  
(201) 842-6110

MORRIS COUNTY

Denville  
95 E. Main St  
Denville, NJ 07834  
(201) 627-8900

Madison Borough  
Hartley Dodge Memorial  
Madison, NJ 07940  
(201) 377-8000

Morristown  
29 Ann St  
Morristown, NJ 07960  
(201) 538-3707

Mount Olive  
Rt. 46  
Budd Lake, NJ 07828  
(201) 347-5400

Parsippany  
120 Cherry Hill Rd  
Parsippany, NJ 07054  
(201) 334-3600

Randolph Twp  
Municipal Bldg  
Randolph Twp., NJ 07801  
(201) 361-8200

Rockaway Twp  
19 Mt. Hope Rd  
Rockaway, NJ 07866  
(201) 627-7200

OCEAN COUNTY

Ocean County  
C.N. 2191  
Toms River, NJ 08753  
(201) 244-2121

Dover Twp  
P.O. Box 728  
Toms River, NJ 08753  
(201) 341-1000

Pine Beach  
401 Henley Ave  
Pine Beach, NJ 08741  
(201) 349-6425

Barnegat  
700 West Bay Ave  
Barnegat, NJ 08005  
(609) 698-7832

PASSAIC COUNTY

Passaic County  
Administration Bldg  
309 Pennsylvania Ave  
Paterson, NJ 07505  
(201) 525-5000

Clifton  
1187 Main Ave  
City Hall  
Clifton, NJ 07015  
(201) 473-2600

Passaic City  
101 Passaic Ave  
Passaic, NJ 07055  
(201) 471-3300

Paterson  
1 W. Broadway  
Paterson, NJ 07505  
(201) 881-8303

Wayne Twp  
Municipal Bldg  
475 Valley Rd  
Wayne Twp., NJ 07470  
(201) 694-1800

SOMERSET COUNTY

Somerset County  
County Admin. Bldg.  
Somerville, NJ 08876  
(201) 725-4700

UNION COUNTY

Union County  
Union College  
1033 Springfield Ave  
Cranford, NJ 07016  
(201) 276-1050

Berkeley Heights  
29 Park Ave  
Berkeley Heights, NJ 07922  
(201) 464-2700

Clark  
60 Wheatsheaf Rd  
Clark, NJ 07066  
(201) 382-2940

Cranford  
8 Springfield Ave  
Cranford, NJ 07016  
(201) 276-8900

Elizabeth  
City Hall  
60 West Scott Pl  
Elizabeth, NJ 07201  
(201) 353-6000

Garwood  
Municipal Bldg  
South & Center Sts.  
Garwood, NJ 07027  
(201) 789-0710

Kenilworth  
567 Boulevard  
Kenilworth, NJ 07033  
(201) 276-9090

Linden  
City Hall  
Linden, NJ 07036  
(201) 486-3800

Mountainside  
Municipal Bldg  
1385 Rt. 22  
Mountainside, NJ 07092  
(201) 232-2400

New Providence  
1243 Springfield Ave  
New Providence, NJ 07974  
(201) 665-1400

Plainfield  
City Hall  
Plainfield, NJ 07061  
(201) 753-3229

Rahway  
1470 Campbell St  
Rahway, NJ 07065  
(201) 381-8000

Scotch Plains  
Municipal Bldg  
Scotch Plains, NJ 07076  
(201) 322-6700

Springfield  
Municipal Bldg  
Mountain Ave  
Springfield, NJ 07081  
(201) 376-5800

Union Twp  
1976 Morris Ave  
Union, NJ 07083  
(201) 688-2800

WARREN COUNTY

Hackettstown  
315 Washington St  
Hackettstown, NJ 07840  
(201) 852-3130

AN OUTLINE OF THE SUBSTANTIVE LAW  
ADMINISTERED BY AGENCIES WITHIN  
THE DIVISION OF CONSUMER AFFAIRS

prepared by  
DOUGLAS J. HARPER, Deputy Attorney General

Introductory Comment: The following outline and comments are intended as a general guide to the laws administered by the Division of Consumer Affairs and the agencies located therein. It is for introductory purposes only and should not be treated as an exhaustive statement of either the interpretation or application of the statutes discussed.

THE ORGANIZATIONAL OVERVIEW

- A. The Division of Consumer Affairs is an administrative agency created by the Legislature and located within the Department of Law & Public Safety with certain prescribed duties. It is a creation of the Legislature having only those powers expressly delegated to it or those which may reasonably be inferred in order to meet the legal responsibilities assigned.
- B. The Division was created in 1971 by placing certain consumer related agencies under the supervision and administration of a Director who in turn is responsible to the Attorney General. The agencies in the Division of Consumer Affairs and the statutes which they administer are:
  - 1. OFFICE OF CONSUMER PROTECTION - New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. Investigates Fraud, misrepresentation, deception, etc., in the sale and advertisement of merchandise.
  - 2. PROFESSIONAL AND OCCUPATIONAL LICENSING - 19 separate boards license and regulate certain professions and occupations. Title 45 of the New Jersey statutes.
  - 3. BUREAU OF SECURITIES - Uniform Securities Law of 1967, N.J.S.A. 49:3-47 et seq.; Real Estate Syndication Offerings Law, N.J.S.A. 49:3-1 et seq.
  - 4. BUREAU OF WEIGHTS AND MEASURES - Agency administers a series of statutes dealing with standards for weights, measures and product labelling N.J.S.A. 51:1-1 et seq.
  - 5. CHARITABLE REGISTRATION SECTION - Licenses and regulates certain charitable organizations pursuant to "Charitable Fund Raising Act of 1971" N.J.S.A. 51:1-1 et seq.
  - 6. LEGALIZED GAMES OF CHANCE CONTROL COMMISSION - Agency administers statutes dealing with conduct of bingo, raffles, games of chance and the renting of premises for such games, N.J.S.A. 5:8-24 et seq.
  - 7. STATE ATHLETIC COMMISSION - Licenses and regulates conduct of boxing and wrestling matches N.J.S.A. 5:2-1 et seq.
  - 8. EMPLOYMENT AGENCY SECTION N.J.S.A. 34:8-24 et seq. Licenses and regulates conduct of private employment agencies.

## THE SUBSTANTIVE LAWS ADMINISTERED

### A. THE CONSUMER FRAUD ACT N.J.S.A. 56:8-1 et seq

#### 1. WHAT DOES THE STATUTE APPLY TO?

- a. N.J.S.A. 56:8-2 prohibits certain practices in connection with the sale or advertisement of merchandise.
- b. What does "sale" include?
  - (i) Any outright purchase of "merchandise" for consideration or the rental or distribution of merchandise is a sale.
  - (ii) An "attempt" or "offer" to sell are also included within the definition of a sale. N.J.S.A. 56:8-1.
- c. What does an "advertisement" include?

Any direct or indirect attempt by publication dissemination, solicitation, endorsement or circulation to induce a person to enter or not to enter into any obligation to acquire title or interest in any merchandise or to increase consumption thereof. N.J.S.A. 56:8-1.
- d. What is merchandise?
  - (i) Any of the following are expressly defined as merchandise: objects, wares, goods, commodities, services or "anything offered directly or indirectly to the public for sale."
  - (ii) Real Estate included effective 1/19/76, P.L.1975 c. 294. When transaction occurred prior to effective date of statutory amendment, whether in private sale of single residence, Neveroski v. Blair, 147 N.J.Super.365 (App. Div.1976) or in sale by developer of tract type homes Hylan v. Melmar Inc., Docket No. A-2643-74 (Unrep. Appl. Div. 1977), the statute is inapplicable.
  - (iii) Professional Services
    - a. Although the statute expressly includes "services" within the definition of merchandise Neveroski states that services rendered by "professionals" (lawyers, physicians, dentists, accountants and engineers) are not "services" within the meaning of "merchandise."
    - b. The concept of "professional" (the learned professions - extended educational training)
  - (iv) Semi-Professional Services

As to these types of services, the court in Neveroski did not precisely define the scope of the class. The Court did state that where an individual seller of services occupied a "semi professional status subject to testing, licensing, regulations, and penalties" such as a real estate broker, the Consumer Fraud Act could not be applied to services rendered by such person. (Query: Does this mean that any licensed occupation involving testing and an on going regulatory function is beyond the pale of the Act? (e.g. electrician, master plumbers, hearing aid dispensers (opticians)).

(v) Loans of money

Note: While the statute seems to contemplate applicability to loans and transactions involving credit extension, many of these types of transactions are covered by specific federal (e.g. "Truth in Lending" - Regulation Z) or state (e.g. Retail Installment Sales Act, Home Repair Act, Small Loan Act, etc.) statutes and should to the extent that fraud, deception, etc. is linked to the credit aspect of the transaction be initially addressed by the appropriate agency and not under the Consumer Fraud Act.

2. WHAT DOES THE STATUTE PROHIBIT?

The activities proscribed by N.J.S.A. 56:8-2

The use and employment by any person in connection with the sale or advertisement of any of the following acts is unlawful.

a. Fraud

(i) At common law (*Schoharie County Coop Dairies v. Eisenstein*, 122 N.J. Super 503 (A.D. 1952))

(a) Knowing misrepresentation of material fact

(b) Made with intent that representation be relied upon

(c) Actual reliance

(d) Damage

(ii) Under the Act.

These 4 elements set forth above involve the classical definition of fraud. The Consumer Fraud Act has partially altered the definition of fraud in that damage and in all likelihood, actual reliance, do not have to be proven. The question of whether "intent" must be proven to establish "fraud" within the meaning of the act has not yet been directly passed upon by the courts. If, however, all of the above elements can be established in a transaction, the statute has clearly been violated.

While the precise elements to establish fraud under the Consumer Fraud Act have yet to be determined, the Supreme Court of New Jersey has indicated (albeit in dictum) that a strict interpretation of the term probably will not be required. Thus in *Kugler v. Romain* 58 N.J. 522, 543, f.n. 4, (1971) it was stated:

"The Courts have always avoided hampering themselves by defining or laying down as a general proposition what shall be held to constitute fraud. Fraud is infinite in variety. The fertility of man's invention in devising new schemes of fraud is so great, that the Courts have always declined to define it, or to define undue influence, which is one of its many varieties, reserving to themselves the liberty to deal with it under whatever form it may present itself. Fraud, in the contemplation of a Civil Court of Justice, may be said to include properly



by other retailers selling comparable merchandise.  
-intrinsic value of the product  
-the totality of the circumstances  
CAUTION: Price gouging cases must turn upon a complete analysis of all relevant factors. It is not a question of what an individual may subjectively "feel" as being an unfair price.

- g. The knowing concealment, suppression, or omission of any material fact with intent that others rely thereon.
  - Fenwick v. Kay American Jeep, 72 N.J. 372 (1977). Failure to insert bona fide odometer reading in advertisement offering used motor vehicle for sale occasioned by advertiser's negligence or inadvertance (as opposed to wilful conduct intended to defraud) held to violate Act.
  - The concept of material facts.
  
- 3. THE OFFENSES UNDER 56:8-2 ARE COMPLETE WHETHER OR NOT A CONSUMER IS IN FACT MISLED, DECEIVED OR DAMAGED.
  
- 4. THE "SUPPLEMENTARY" OFFENSES
  - a. Governmental seal, insignia, or format 56:8-2.1
  - b. Bait and switch - 56:8-2.2
  - c. Prize notification - 56:8-2.3 "doing an act".  
Unassembled merchandise - Does merely going to premises constitute "doing an act"? - 56:8-2.4 Kugler v. Market Development, 124 N.J. Super. 314 (Ch. Div. 1973)
  - d. Total selling price 56:8-2.5  
-Price to be shown by stamp, tag, label at the point where merchandise offered for sale.
  - e. Charitable Solicitations P.L. 1975 c.293 (eff. 1/19/76)  
-Unlawful to falsely represent or where "consumer falsely led to believe" that solicitation is on behalf of any charitable or non profit organization where solicitation or purchase is claimed to substantially benefit handicapped person.
  
- 5. RELATED STATUTORY CONSUMER OFFENSES
  - a. Unsolicited Merchandise - N.J.S.A. 49:30A-1  
The receipt of unsolicited merchandise is deemed an unconditional gift to the recipient who may use or dispose of the same without obligation to the sender. Civil action for recovery may not be commenced.
  - b. Rebuilt and reconditioned household appliances must contain tag or label not smaller than 4 inches in length and 2 inches in width bearing statement in 10 point bold type that appliance is used, repossessed, rebuilt, reconditioned or used as demonstrator unit.
  
- 6. REGULATIONS ADOPTED BY THE DIVISION UNDER THE ACT  
The Attorney General through the Division has adopted a series of regulations which have the force and effect of law. For the most part the regulations require certain types of factual

disclosures to allow for meaningful consumer understanding and choice in distinct types of commercial transactions.

- a. Mail Order Sales (N.J.A.C. 13:45A-1.1 et seq.\*)  
Mail order or catalog business operating in or from New Jersey or advertising New Jersey mailing address must, where money accepted through mail, deliver merchandise after 6 weeks either:
- (i) Deliver merchandise, or
  - (ii) Make full refund, or
  - (iii) Notify consumer in writing of expected delay and offer either substitute merchandise of equivalent value or refund of all monies paid
  - (iv) Send substituted merchandise of equivalent or superior quality together with notice of consumer's right to return merchandise within 14 days and to receive refund.

Such businesses must disclose in all advertising and promotional materials showing a post office box:

1. the legal name of the company
2. complete street addresses where business is actually conducted

- b. Motor Vehicle Advertising (N.J.A.C. 13:45A-2.1, et seq.)  
"Price" advertisements of new and used motor vehicles must disclose certain facts (see generally (N.J.A.C. 13:45A-2.2)). Among the significant disclosures are the following:
- For new motor vehicles:
- (i) The year, make, model, and series of vehicle.
  - (ii) A single specific dollar amount indicating the total retail selling price to be charged accompanied by a statement that such price is exclusive of taxes and licensing costs.
  - (iii) Whether the vehicle has been used as a demonstration, executive, police, fire, or lease vehicle.
  - (iv) Price reduction advertisements. The advertised price must be at least 5% less than the usual selling price.
- For used motor vehicles:
- (i) The fact that vehicle is used
  - (ii) Bona fide odometer reading
  - (iii) Any limitations on warranties to be given as to duration, inclusion or exclusion of service and labor charges and excluded aspects.
- As to both new and used vehicles:
- (i) a claim of "low price," "lowest prices" or other similar terms is prohibited unless price is reasonably below those prices usually offered in the advertiser's business area.
- Hyland v. Auto Liquidators -  
The pending action as to applicability of regulations to out of state dealers advertising in newspapers circulating in New Jersey.

\*N.J.A.C. -New Jersey Administrative Code.

Note: The Division has filed major proposed amendments to those regulations which may become effective within the next several months. Significant changes (e.g. single total selling price) may be effected and, therefore, the New Jersey Register should be consulted as to the scope of any contemplated enforcement activity.

c. Sale of Meat at Retail (N.J.A.C. 13:45A-3.1)

Sale of any edible part of muscle of cattle, swine or sheep must contain label of contents of package. Label must show the TRUE NAME of contents. The true name is a statement of:

- (i) The species of animal (beef, veal, lamb or pork and
- (ii) The primal source or area from which the meat is derived

Note: Primal source areas are very technical butchering terms and, therefore, the regulation and the Office of Weights & Measures should be consulted in questions arising as to proper labelling.

d. Banned Hazardous Products (N.J.A.C. 13:45A-4.2)

The manufacture, distribution or sale of any consumer product contrary to an order of the Consumer Product Safety Commission is declared to be an unlawful practice under the Act.

NOTE: Prior determination as to hazard and banning by Commission is required

e. Delivery of Household Furniture and Furnishings (N.J.A.C. 13:45A-5.1 et seq.)

Contract form or sales documents evidencing sale of household furniture must contain the following disclosure statements and the options set forth must be afforded:

"The merchandise you have ordered is promised for delivery to you on or before (insert date or length of time agreed upon). If the merchandise ordered by you is not delivered by the promised delivery date (insert name of seller) must offer you the choice of (1) cancelling your order with a prompt, full refund of any payments you have made, or (2) accepting delivery at a specific later date."

NOTE: Furniture dealer must give written notice of inability to meet delivery date in contract when such date has been reached.

f. Automobile Repairs (N.J.A.C. 13:45A-7.1 et seq.)

(i) Repairmen must conspicuously display on business premises a sign disclosing consumer's right to receive (or execute):

- a. Written estimated price to complete repair quoted in terms of a not to exceed figure; or
- b. Written estimated price quoted as a detailed breakdown of parts and labor necessary to complete repair.
- c. Written estimated price to complete a specific repair.
- d. Waiver of any written estimate, evidenced in writing signed by customer.

(ii) Any work to be performed in excess of written estimate must be consented to by consumer orally or in writing, where consent is orally secured, repairman is obligated to note time, date and name of person granting consent on repair order.

(iii) Repairman obligated to return replaced parts where consumer requests same prior to commencement of work and

- provided that parts may, as a practical matter, be returned.
- (iv) All parts and labor to be specifically and separately set forth on invoice
  - (v) Written estimate may be given within reasonable period of time. Cost for diagnosis, agreed to in advance, may be charged to consumer but such cost may not be billed twice if consumer elects to have repair made by dealer.
  - (vi) Following are not subject to written estimate requirements: oil and tire change; lubrication, battery, windshield wiper and light bulb installation.
- g. Tire Distributors and Dealers (N.J.A.C. 13:45A8.1 et seq. Disclosures required by federal law also required under this regulation.
- h. Advertising and Marketing Practices (N.J.A.C. 13:45A-9.1 et seq.
- (i) Advertiser must maintain for either the stated period or reasonable time after publication, a supply of merchandise sufficient to meet reasonably anticipated consumer demand. Advertiser may (and must where indicated) indicate with specificity limitations as to number or quantities to be made available. General disclaimer not permitted. Raincheck issuance does not automatically constitute compliance.
  - (ii) Advertiser must post conspicuous notice of advertised prices either near item or at all entrances to store.
  - (iii) Advertiser must issue rain check when demand for merchandise is not less than that which could have been reasonably anticipated.
  - (iv) Disclosure of year, make, model, style, brand, and series required in advertisement where price is set forth.
  - (v) Use of type size, location, lighting or color in any advertisement so as to obscure or render misleading any material fact.
  - (vi) Failure of advertiser to afford documentation supporting advertised claims.
- i. Home Appliance Repairs (N.J.A.C. 13:45A-10.1 et seq.)
- (i) Before rendering repairs to any electrical, mechanical or thermal home appliance (e.g. washer, dryer, dishwasher, television, refrigerator, fan, air conditioner or radio) repairman is required to secure consumer's signature on written itemized estimate of labor and parts necessary to make repair. If signature cannot be secured, repairman must advise verbally of estimated cost and note conversation, date, time and phone number at which consumer advised. Consumer must receive copy of authorization containing estimate.
  - (ii) Unlawful to exceed written estimate without prior written or verbal consent to consumer. Repairman obligated to offer to return replaced parts.
  - (iii) No written estimate required where service to be rendered necessary to protect against emergency presenting imminent hazard or threat to life or health.

j. Sale of Dogs and Cats.

- (i) Consumer entitled to Pet Dealer's Animal History Certificate stating among other things animal's breed, age, date of birth, litter number, parents' names, disclosure and warning as to prior vaccinations (if any) also required. Where animal is diseased or possesses other veterinary defect or problem and same is certified by veterinarian within 14 days following purchase as rendering animal unfit for purchase, consumer entitled to choose one of the following options:
  - (a) Refund of purchase price, plus veterinary fees (consumer must return animal)
  - (b) Retain animal plus receive reimbursement for veterinary fees incurred plus fees to cure same (up to purchase price of animal).
  - (c) Return animal and receive replacement of equivalent value.
- (ii) Failure of dealer to provide animal registration papers (usually AKC) within 90 days after purchase also defined as unlawful practice authorizing consumer to opt for:
  - a. Return of animal and receipt of full refund
  - b. Retain animal and receive refund of 75% of purchase price.
- (iii) Dealer required to conspicuously maintain sign on business premises disclosing existence of regulation and remedies provided therein.

7. Investigative Powers N.J.S.A. 56:8-3

- a. Investigative demand (interrogatories)
- b. Investigative hearing - factual development -  
NOT FOR IMPOSING PENALTIES OR ORDERING MERCHANT TO CEASE AND DESIST OR TO MAKE RESTORATION -
- c. The power to administer oaths
- d. Examine merchandise, books, records, etc.
- e. Subpoena

8. Remedies available for violation of N.J.S.A. 56:8-2

- a. In the courts
    - (i) Injunction as to practice; as to individual continuing in business
    - (ii) Restoration
    - (iii) Civil penalties
    - (iv) Receivership
    - (v) Revocation of corporate charter
  - b. In administrative proceedings held by Division
    - (i) Cease and desist
    - (ii) Restoration
    - (iii) Civil penalties and costs
- (NOTE: This procedure and power may not be exercised by a county or municipal Director of Consumer Affairs (P.L. 1975 c. 376, sec. 2a)

- c. The private remedy N.J.S.A. 56:8-19  
Any person suffering an ascertainable loss of money or property as a result of a violation of the Act may initiate an action (or raise as a counter claim) in a court of competent jurisdiction. If the court finds the Act to have been violated, the consumer is entitled to:

- (i) Treble (triple) damages
- (ii) Reasonable attorney's fees
- (iii) Filing costs
- (iv) Reasonable costs of suit

The consumer must in such action give notice of the suit by serving the Attorney General with a copy of the pleading raising the violation of the Act within 10 days after filing the pleading.

## B. THE PROFESSIONAL AND OCCUPATIONAL LICENSING STATUTES

1. The following professions and occupations are licensed and regulated by separate boards located within the Division:

Architects	Medical Examiners
Barbers	Marriage Counsellors
Beauty Culture (operator)	Morticians (funeral dir.)
Certified Public Accountants	Nurses
Dentists	Optometrists
Electrical Contractors	Pharmacists
Hearing Aid Dispensers	Professional Engineers & Land Surveyors
Master Plumbers	Psychologists
Ophthalmic Dispensers (opticians)	Shorthand Reporters
Ophthalmic Technicians	Veterinarians

2. The differences in prohibited activities from board to board make it impossible to delineate with precision any single common standard of unlawful activity. Where any complaint involving a licensee of any of the above boards is received, the same should be forwarded to the Director for disposition.

3. Specific regulations of direct consumer concern

a. Funeral Expenses - Itemization

At the time funeral arrangements are made a consumer is entitled to written itemization of charges to be made for arrangements and services in the following areas:

- (i) Professional Services
  - preparation of deceased, including embalming
  - arrangements supervision and conduct of funeral
  - non salaried assistant
- (ii) Facility use (charge per day and total)
- (iii) Transportation
  - removal of remains to funeral home
  - hearse rental
  - limosine rental
  - flower car rental
- (iv) Merchandise
  - casket

- vault or other outer enclosure
- clothing
- (v) Cash disbursements
  - to cemetery or crematory
  - gratuities
  - newspaper notices
  - death certificates
  - pall bearers
  - clergy
- b. Hearing Aid Dispensers (Status as of 6/27/77: stayed by Sup.Ct.)
  - (i) Preclude door to door solicitation for sale of hearing aids without consumer consent to such solicitations.
  - (ii) Requires supervision of testing and fitting of hearing aids where person doing same possesses less than 6 months training.
  - (iii) Itemization in billing required to separately show:
    - cost of unit
    - cost of ear mold
    - examination fee
    - cost of services for fitting hearing aid
  - (iv) Establishes price guideline - where retail price is greater than three times wholesale cost, the same is evidence of overreaching and fraud.

### C. THE SECURITIES LAW OF NEW JERSEY

1. The Bureau of Securities administers two state securities laws: The Uniform Securities Law (1967) (N.J.S.A. 49:3-47 et seq.) and the Real Estate Syndication Law, N.J.S.A. 49:3-1 et seq. These statutes regulate:
  - (a) The sale and offering of securities in or from New Jersey
  - (b) The person and firms selling the securities (broker dealers, salesman, agents).
  - (c) The persons advising as to the purchase
2. Parallel federal statutes administered by the Securities Exchange Commission also require securities registration and licensure of broker-dealer and investment advisors.
3. What is a security?  
 N.J.S.A. 49:3-49 defines a security as:  
 "... any note; stock; treasury stock; bonds; debenture; evidence of indebtedness; certificate of interest or participation in any profit-sharing agreement including but not limited to certificates of interest or participation in real or personal property; collateral-trust certificate; pre-organization certificate or subscription; transferable share; investment contract; voting-trust certificate; certificate of deposit for a security; certificate of interest in an oil, gas or mining title or lease; or, in general, any interest or instrument commonly known as a "security," or any certificate of interest or participation in, temporary or interim certificate for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing.  
 "Security" does not include any insurance or endowment policy or annuity contract under which an insurance company promises

to pay a fixed or variable number of dollars either in a lump sum or periodically for life or some other specified period."  
NOTE: While these terms usually call for specialized expertise the concept of "security" should be borne in mind for possible referral to the Bureau of Securities.

4. What requirements exist for the sale of a security?  
Unless the security is exempt, under federal or state law (which in turn may pose highly technical questions, see N.J.S.A. 49:3-50) the security must be registered (N.J.S.A. 49:3-60) with either the State Bureau of Securities or the Securities Exchange Commission and pursuant thereto full and fair disclosure of the terms of the security issue must be made through a prospectus. The sale or offering for sale of a security may only be made through a licensed broker dealer.
5. Furthermore, under the Real Estate Syndication Law a "real estate security" is defined as:  
"... any stocks, bonds, notes, or evidences of interest or evidence of indebtedness, including cooperative interests and limited partnership interests given or issued as participation interests or investments, in real estate or in mortgages or leases of real estate, except such as are exempted under the provisions of this act." N.J.S.A. 45:3-37."

The offering and sale of this specialized type of security, if not exempt, also requires registration with the Bureau, issuance of a proper prospectus and sale through a broker dealer licensed by the Bureau of Securities.

#### D. WEIGHTS AND MEASURES STATUTES

1. Supervision of enforcement vests in State Superintendent of Weights and Measures. County superintendents enforce under direction of State Superintendent (N.J.S.A. 51:1-54)
2. Following activities or occupations licensed by State Superintendent.
  - a. Public Weighmaster
  - b. Scale Mechanics
  - c. Solid fuel (coal) dealers
  - d. Lumber dealers
  - e. Poultry dealers (individuals purchasing poultry within New Jersey for resale)
  - f. Soil amendments (sale of soil composition from vehicles)
3. General areas of enforcement authority
  - a. Maintenance of standard weights and measures
  - b. Marketing and labelling of containers (dairy products, frozen desert, thread, etc.)
  - c. Inspecting and certifying accuracy of scales and weighing devices used in commercial delivery of products (e.g. gasoline pumps, fuel truck meters, public scales)
  - d. Gold, silver, platinum and alloys thereof (e.g. accuracy

- of weights of - 14 carat gold)
- e. Solid fuel (coal)
- f. Liquid fuel
- g. Liquefied gasses (liquefied petroleum gas)

4. Specific statutory provisions

NOTE: The following is a partial listing of the statutes and regulations administered by the Office of Weights and Measures. It is not an exhaustive statement of the body of law administered and should be treated as a general guide only.

- a. Sale or delivery of fruits, berries or vegetables to be in containers legibly marked by manufacturer thereof showing exact capacity of container. 51:1-27.1
- b. Manufacturer of container to display name and address on container, 51:1-27.1,28.
- c. Distribution, sale or possession with intent to distribute or sell any article of food in package form requires conspicuous statement on container of net quantity of contents in terms of weight, measure or numerical count. Reasonable tolerances and exemptions permitted by State Superintendent. 51:1-29 N.J.A.C. 13:47D-4 et seq. generally requires label to state quantity of contents, the contents and identify of packer, manufacturer or distributor.
- d. Unlawful to knowingly sell or expose for sale any commodity commonly sold by weight or measure at less than quantity represented. 51:1-97.
- e. Lumber, wood products and building materials to be graded, measured and labelled in accordance with U.S. Department of Commerce rules. 51:4-27.
- f. Delivery of building materials to be accompanied by delivery ticket showing quantity, species quality or grade of materials delivered 51:4-28.
- g. Delivery of solid fuel (coal, briquettes, coke) to be accompanied by weight certificate issued by certified weighmaster. Weight certificate to include, among other things, statement of net weights of fuel, kind and size of solid fuel, name and address of seller, weighmaster's signature. 51:8-9
- h. Delivery of liquid fuel (heating fuels generally) to be accompanied by delivery ticket showing seller and purchaser's name and address, number of gallons delivered, grade of fuel, and signature of person making delivery. Note: a) delivery ticket requirement applies only where greater than 10 gallons sold or delivered. b) where delivery exceeds 50 gallons and is of type of liquid fuel required to be measured by meter, ticket is to be printed by automatic printing device attached to and coordinated with meter or delivery vehicle. 51:9-7.
- i. Delivery of liquefied petroleum gas to be accompanied by delivery ticket showing date of delivery, net weight or volume of gas delivered and seller and purchaser's name. 51:10-6  
NOTE: Pending legislation
- j. Other specific regulations or statutory provisions, deal with sale of cord wood, peatmoss, horse manure and poultry dealers.

E. UNIT PRICING

F. CHARITIES REGISTRATION STATUTES

1. Charitable organizations, professional fund raisers and professional solicitors required to register with Attorney General (Div. of Consumer Affairs) prior to soliciting charitable contributions. Persons not required to register generally include educational, fraternal, patriotic, social and alumni organizations and those organizations soliciting and receiving less than \$10,000 per year. (45:17A-5)
2. The statute limits the amount which may be paid by a charitable organization to a professional solicitor or his agents and prohibits the following acts:
  - a. Use of another person's name without prior consent
  - b. Obtaining monies by fraud, false pretense, false representation.
  - c. Sending unsolicited merchandise and remitting less than 50% of the proceeds received from such sale to the charity.

P. L. 1975, CHAPTER 376, approved March 3, 1976

1975 Assembly No. 3280 (Second Official Copy Reprint)

AN ACT authorizing counties and *\*certain\** municipalities of this State to adopt ordinances or resolutions establishing offices of consumer affairs and granting certain powers to them, *\*\*validating certain ordinances or resolutions adopted or actions taken heretofore\*\** and supplementing Title 40 of the Revised Statutes.

1 BE IT ENACTED by the Senate and General Assembly of the State  
2 of New Jersey:

1 1. A county by resolution or *\*by ordinance\** a municipality  
2 **\*[by ordinance]** *\*situated in a county in which no such county*  
3 *office then exists,\** may create and establish an office of consumer  
4 affairs to be administered by a county or municipal director of  
5 consumer affairs who shall be appointed by the governing body  
6 thereof. In addition, the governing body may provide for the  
7 employment of such other officers and employees as may be neces-  
8 sary or desirable for the proper conduct of the affairs of the office.  
9 *\*The qualifications of the director and other officers and employees*  
10 *shall be established by the Attorney General.\**

1 2. Offices created hereunder shall have the following powers:

2 a. Those powers granted to the Attorney General by P. L. 1960,  
3 c. 39 (C. 56:8-1 et seq.) and all supplements thereto, which he may  
4 from time to time by rule or regulation delegate to them; provided,  
5 however, that the following powers shall not be delegable: the  
6 power to promulgate substantive regulations as authorized by  
7 P. L. 1960, c. 39, s. 4 (C. 56:8-4); the power to conduct admini-  
8 strative hearings and other powers connected therewith as autho-

**EXPLANATION**—Matter enclosed in bold-faced brackets [thus] in the above bill  
is not enacted and is intended to be omitted in the law.

9 rized by P. L. 1967, c. 97, s. 1 (C. 56:8-3.1) and by P. L. 1971, c. 247,  
10 ss. 3 through 6, inclusive (C. 56:8-15 through 56:8-18); and the  
11 power to grant immunity as authorized by P. L. 1960, c. 39, s. 7  
12 (C. 56:8-7).

13 b. Such other powers not inconsistent with the provisions of  
14 this act or any other act or the rules and regulations promulgated  
15 thereunder which may from time to time be assigned to such offices  
16 by the governing body of the county or municipality which created  
17 them.

1 *\*\*3. All acts and things done or authorized by any county or*  
2 *municipality within the powers granted by this act prior to its*  
3 *enactment are hereby ratified and confirmed. Where any office of*  
4 *consumer affairs has heretofore been established in substantial con-*  
5 *formity with the provisions of this act under and by virtue of a*  
6 *county resolution or municipal ordinance which may be invalid by*  
7 *reason of lack of power in the county or municipality to pass such*  
8 *resolution or ordinance, such resolution or ordinance and all acts*  
9 *and proceedings thereunder are hereby validated and confirmed,*  
10 *including any proceeding initiated within 90 days of the effective*  
11 *date of this act to compel compliance with or prevent the violation*  
12 *of such resolution or ordinance; provided, however, that nothing*  
13 *in this section shall validate or authorize any act or thing which is*  
14 *expressly prohibited by the provisions of this act, or of any other*  
15 *statute of this State.\*\**

1 **\*\*[3.]\*\*** *\*\*4.\*\** This act shall take effect 90 days following enact-  
2 ment; provided, however, nothing contained herein shall be con-  
3 strued to prohibit any anticipatory action being taken in advance  
4 of such effective date, including, without limitation, the adoption of  
5 regulations by the Attorney General.

REGULATION IMPLEMENTING CHAPTER 376 OF LAWS OF 1975  
(N.J.A.C. 13:45A-13.1 et seq.)

SUBCHAPTER 13. POWERS TO BE EXERCISED BY COUNTY  
AND MUNICIPAL OFFICERS OF  
CONSUMER AFFAIRS

Authority

Unless otherwise expressly noted, all provisions of this subchapter were adopted pursuant to authority of N.J.S.A. 56:8-4 and were filed and became effective August 3, 1976, as R.1976 d.245. See: 8 N.J.R. 233(b), 8 N.J.R. 439(b).

**13:45A-13.1 Statement of general purpose and intent**

The within regulations are promulgated pursuant to authority conferred by L. 1975 c. 376 and are intended to operate as working guidelines for county and municipal consumer protection agencies in the exercise of those powers conferred herein. Any and all powers delegated hereby shall be exercised in strict accordance herewith and with such directives as may from time to time be issued by the Attorney General through the Director of the Division of Consumer Affairs.

**13:45A-13.2 Definitions**

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

"Act" means the New Jersey Consumer Fraud Act L. 1960 c. 39 (C56:8-1 *et seq.*) as amended and supplemented.

"Director" means the Director of the Division of Consumer Affairs.

"Person" means any natural person or his legal representative, partnership, corporation, company, trust, business entity or association, and any agent, employee, salesman, partner, officer, director, member, stockholder, associate, trustee or cestuis que trustent thereof.

**13:45A-13.3 General provisions**

(a) The powers hereinafter delegated shall be exercised consistent herewith in the name of a county or municipal director of consumer affairs. Such a director shall be established by resolution adopted by a county board of chosen freeholders or by ordinance adopted by the governing body of a municipality. In the event that such ordinance or resolution has been adopted prior hereto, the same shall be deemed valid for the purpose of creating a county or municipal director as required hereby.

(b) The powers delegated herein shall be exercised exclusively by the director of a county office of consumer affairs or by a municipal director of consumer affairs until such times as a county director shall be established by the board of chosen freeholders of such county.

**13:45A-13.4 Qualifications of county or municipal director**

(a) A county or municipal director of consumer affairs in order to exercise those powers hereinafter delegated shall:

1. Be established by formal appointment by resolution adopted by the county

board of chosen freeholders or by ordinance adopted by the governing body of the municipality;

2. Successfully complete such initial educational and training courses as may be established by the director and such supplemental courses as may from time to time be prescribed;

3. Require that all staff employees or representatives dealing with the investigation or mediation of consumer complaints successfully complete such educational and training courses as may be established by the director. In the event that such staff employees or representatives shall fail to successfully complete such courses or shall be employed prior to the giving of such course, such employees or representatives may continue in such employment under the direct supervision and control of an individual who has successfully completed the course;

4. File such reports with the Division of Consumer Affairs as may be required by the director.

**13:45A-13.5 Termination of authority to exercise delegated authority**

(a) The authority to exercise those powers hereinafter delegated to a county or municipal director of consumer affairs may be suspended or revoked for:

1. Failure to comply with the requirements contained in section 4 of this subchapter;

2. Failure to comply with any requirement or limitation regarding the exercise of those powers hereinafter delegated;

3. Failure to administer a county or local office of consumer protection in accordance with such directives as may be issued by the director.

**13:45A-13.6 Delegated powers**

(a) A county or local director of consumer affairs, subject to the limitations hereinafter set forth may:

1. Initiate investigations whenever it shall appear to such director that a person has engaged in, is engaging in or is about to engage in any act declared unlawful by the act as amended and supplemented or in any act or practice which violates any regulation promulgated by the Attorney General to the act. Such investigations may be commenced either on the complaint of an individual consumer or where, after independent inquiry made by the county or municipal director, it appears that a violation of the act or any regulation adopted pursuant thereto has occurred or may occur in the future.

2. Require any person to file a statement or report in writing under oath or otherwise, as to all the facts and circumstances concerning the sale or advertisement of merchandise by such person and such other data and information as may be necessary to determine whether a violation of the act or a regulation adopted pursuant thereto has occurred or will occur.

3. Examine under oath any person in connection with the sale or advertisement of any merchandise.

4. Examine any merchandise or sample thereof, record, book, document, account, or paper as may be deemed necessary.

5. Pursuant to an order of the superior court, impound any record, book, document, account, paper, or sample of merchandise that is produced in accordance with these regulations, and retain the same until the completion of all proceedings in connection with which the same are produced.

6. Issue subpoenas to any person in aid of any investigation to determine whether a violation of the act or any regulation adopted by the Attorney General thereto has occurred or will occur. A subpoena shall be issued in the name of the county or municipal director in a form substantially identical to that annexed hereto as example 1 and shall be signed by counsel to such director.

i. In the event that any person shall fail to comply with a subpoena issued pursuant to this subsection, the county or municipal director may apply to the superior court for an order granting such relief as authorized by L. 1960, c. 39 section 6 (N.J.S.A. 56:8-6).

7. Initiate such litigation in the courts in the name of the director seeking such relief as may be authorized by the act. In the event that litigation is to be commenced by a county or municipal director of consumer affairs, notice thereof shall be given to the director by serving a copy of the proposed complaint and any supporting documents to be filed with the court not less than 15 days prior to the filing of such action. Where litigation is to be commenced by seeking a temporary restraining order on an emergent basis, the director shall be notified of such action consistent with the rules of court governing such applications.

### **13:45A-13.7 Limitations; litigation**

Whenever it shall appear to the director that any litigation or any other action authorized by the within regulation is improperly brought or is contrary to the public interest, such action shall, on notice to the county or municipal director, be terminated, suspended or modified as may be directed.

### **13:45A-13.8 Restrictions; powers**

(a) A county or municipal director of consumer affairs shall not:

1. Promulgate substantive regulations governing the sale or advertisement of merchandise or defining unlawful practices; provided, however, nothing herein contained shall be deemed to prohibit the adoption of internal administrative procedures governing the handling and processing of complaints received from consumers.

2. Conduct any administrative hearing of a quasi-judicial nature for the purpose of assessing any civil penalty, ordering any restoration of consumer moneys or directing that any person cease and desist from engaging in any unlawful prac-

13:45A-13.9

tices; provided, however, nothing herein contained shall be deemed to prohibit the negotiation of any agreement by consent to remedy any individual consumer complaint or the cessation of any unlawful consumer practice.

3. Attempt to confer or grant immunity from any criminal prosecution as authorized by L. 1960 c. 39 section 7 (N.J.S.A. 56:8-7).

**13:45A-13.9 Effective date**

The within regulations shall be effective upon the filing of a final order adopting the same with the Division of Administrative Procedure.

**EXAMPLE 1.**

(County or Municipality)

County or Municipal Seal  
(optional)

TO:

**GREETING:**

WE COMMAND YOU that, laying aside all business and excuses, you personally severally attend and appear before  
at the

on the day of , 197 , at o'clock  
in the noon of that day to testify in a certain investigation now pending  
between

concerning the facts and circumstance, relating to the sale or advertisement of merchandise or services to

And also that you bring with you and produce at the same time and place aforesaid all records, books, documents, accounts and papers relevant and material to the inquiry, as follows:

FAILURE to comply with this subpoena may render you liable for contempt of court and such other penalties as provided by law.

Dated: , 197

Counsel to Director of Consumer Affairs

Director of Consumer Affairs  
(County or Municipality)

13:45A-13.9

CONSUMER AFFAIRS

(County, Municipality)  
of  
(Name of agency)

IN THE MATTER OF AN INQUIRY  
BETWEEN

and

SUBPOENA  
Duces Tecum

Director of Consumer Affairs  
(County or Municipality)

Returnable: , 197

AFFIDAVIT OF SERVICE

STATE OF NEW JERSEY )  
COUNTY OF ) SS

, being duly sworn according to law, on his oath  
deposes and says that he is  
and that on , he served the within Subpoena on  
by exhibiting the original Subpoena to and leaving a true copy thereof with  
at

Sworn and subscribed to  
before me this day  
of , 197

AN OUTLINE OF INVESTIGATIVE TECHNIQUES  
TO BE USED IN THE DEVELOPMENT OF CASES  
INVOLVING VIOLATIONS OF THE NEW JERSEY  
CONSUMER FRAUD ACT (N.J.S.A. 56:8-2)

prepared by  
DOUGLAS J. HARPER, Deputy Attorney General

I. General Observations and Comments

A. The Setting of Priorities

1. Should the resources of the office be available to all persons presenting any type of consumer complaint or should the same be utilized only with regard to violations of consumer laws.
  - a. The powers delegated by regulation pursuant to P.L. 1975 c. 376 (A 3280) are exercisable only with regard to actual or potential violations of the Act or the Division's regulations promulgated thereunder.
  - b. The risks in attempting to help everyone
    - (i) consumer frustration
    - (ii) absence of authority to compel merchant acceptance of what local agency "thinks" fair
    - (iii) dilution of resources away from "hard core" cases involving unlawful conduct.
2. The decision of which cases to accept and handle even where a violation of the Act is alleged.
  - a. Soft core v. hard core cases
    - (i) The "hard core" cases in terms of investigative time
    - (ii) "Hard core" usually requires formal action calling for substantial investigation and staff time.
  - b. The availability of private remedy as a factor in determining which cases to accept for handling.
    - (i) The existence of an alternative remedy to public handling should be a factor in deciding whether to accept any given complaint or class of complaints.

II. General Observations

1. Should the complaint be handled by a public agency?
  - a. The private sale of merchandise between two individuals where one party complains as to the other's conduct.
  - b. A sale transaction between two businesses. While the statute does not define a "consumer" nor is there any express language prohibiting the application of the Act in either these types of transaction, the Division has adopted a policy of not accepting these types of complaints. See N.J.A.C. 13:45A-2.1(c) (d). Further, the the court in Neveroski v. Blair, \_\_\_\_\_ N.J. Super. (App. Div. 1976) has held the act inapplicable as between the buyer and seller of real estate used as personal residence.

2. In virtually every case presented alleging a violation of the Act (N.J.S.A. 56:8-2), the consumer should be advised of his private remedies.
  - a. The private remedies available under the Consumer Fraud Act. (N.J.S.A. 56:8-19)
  - b. Private remedies which may arise for breach of contract, or warranty, negligence etc. These should be reviewed with counsel of the consumer's choice.

### III. The Investigative Process

#### A. The Two Basic Investigative Elements of Defining Whether An Unlawful Act Exists

1. Define what the operative facts are.
  - a. Which facts are clear and not in dispute? (e.g. date of contract and payment; whether merchandise received or work performed).
  - b. Which facts are or may be in dispute, i.e. those facts which the merchant is likely to contest? (e.g. what was said by salesman; interpretation of vague language in contract).

NOTE: While a complaining consumer should be treated courteously, the investigator should be alert to the existence of credibility questions.

2. Taking the facts which are clear in conjunction with the facts which the consumer alleges, is there a violation of the law?

The need for legal counsel may arise as to whether the act or practice complained of is unlawful or whether the facts established are sufficient to prove a violation of the Act in a court of law.

NOTE: If either the operative facts in a transaction or the ultimate act or practice complained of are insufficient to prove or establish a violation of law, the case should not proceed to be developed for litigation; however, informal mediative action to remedy a legitimate consumer grievance may be appropriate.

#### B. The Investigative Tools Available Under the Consumer Fraud Act (N.J.S.A. 56:8-3)

1. The following are the investigative powers available under the Consumer Fraud Act and which, under the proposed regulations implementing P.L. 1975, c. 376 (A 3280), may be exercised by certified county and local Directors of Consumer Affairs. They may be exercised when it appears that a person has engaged in or will engage in an unlawful act under the Act or the Division's regulation.
  - a. Require the filing of a statement or report in writing under oath or otherwise as to facts and circumstances

- of the transaction complained of.
- b. Examine under oath any person in connection with the sale or advertisement of merchandise.

NOTE: Such examination should in most cases be conducted by or on advice of counsel with a certified shorthand reporter taking the testimony and preparing a transcript.

WARNING: Where in such proceedings a person properly raises a claim of constitutional privilege, no attempt may be made to confer immunity from criminal prosecution by directing an answer. See P.L. 1975, c. 376, sec. 2a, N.J.S.A. 56:8-7.

- c. Examine any merchandise or sample thereof or any record, book, document, account or paper.
- d. Pursuant to an order of the Superior Court impound such items as set forth in (c).
- e. Issue subpoena to produce such documents or other evidence as may be necessary to determine whether an unlawful practice or act has occurred.

At least one court has held that a subpoena requiring the production of documents "forthwith" is not enforceable. Application of Attorney General of N. J., 116 N. J. Super. 143 (Ch. Div. 1971). While this case was decided by a trial court in Essex County it may be cited as precedent in other counties.

2. Remedies For Failure To Comply With Investigative Demands (N.J.S.A. 56:8-6)

- a. Holding the person in contempt of court.
- b. An order vacating or suspending a corporate charter, certificate of authority or any other license or permit used to further the alleged unlawful activity.
- c. An order enjoining the further sale of merchandise.
- d. An order granting such other relief as may be required until compliance is effected.

- C. The Interview of a Complaining Consumer. Perhaps the single most important aspect of investigation is the gathering of facts from an interview with a complaining consumer. To the extent that litigation is contemplated, such interviews should be reduced to affidavit form to preserve the essentials of the transaction and for possible presentation to a court. The following is a series of factual areas which may be relevant in a consumer complaint. They should be viewed as a general guide only. Depending upon the case, the areas may or may not be relevant. Each case will not require a full inquiry into all of these areas and certain cases may require probing into areas not set forth. Where a series of consumer complaints exist patterns should be sought to be established.

1. COMPLAINT DATA
  - a. Name
  - b. Address
  - c. Home phone number
  - d. Work phone number
  - e. Age
  - f. Occupation
  - g. Educational background
2. RESPONDENT DATA
  - a. Company or individual's name
  - b. Address
  - c. Phone number
  - d. Other companies involved
  - e. Salesman's name
  - f. Salesman's address and phone number if known
3. TYPE OF MERCHANDISE INVOLVED
  - a. Goods
  - b. Services
  - c. For consumer use
  - d. For business use
  - e. For investment purposes
  - f. Business opportunity purposes
4. DATE OF SALE
  - a. Date, month and year
  - b. Day of week
  - c. Holidays involved
  - d. B & c above are important to determine application of door to door sales or three day cooling off laws.
  - e. Time of day.
5. DID COMPLAINANT WANT OR NEED MERCHANDISE?
  - a. Was complainant planning on buying anyway?
  - b. Had complainant shopped for or priced similar merchandise?
  - c. Was complainant's need for merchandise discovered by salesman?
  - d. Did other family members agree about need for merchandise?
6. WHO APPROACHED WHOM AND HOW?
  - a. Did complainant go to potential violator?
  - b. Did potential violator come to complainant?
  - c. Was sale unsolicited?
  - d. Did complainant respond to advertisement?
  - e. If so, what type of ad?
  - f. Was approach by mail?
  - g. Was approach by phone?
  - h. Was approach in person?

7. TYPE OF SALE
  - a. Direct.
  - b. At home.
  - c. At respondent's place of business or store.
  - d. At location temporarily rented by respondent.
  - e. At any other place.
  - f. Totally by mail.
  - g. Totally over the phone.
  
8. ADVERTISING INVOLVED
  - a. Type of advertising.
  - b. Where advertised.
  - c. Dates of advertisements.
  - d. Does complainant have copies of ad.
  - e. Can complainant reconstruct language of radio or TV ads.
  
9. DOOR OPENER
  - a. How did the salesman introduce himself?
  - b. Whom did he say he was representing?
  - c. What did he say he was doing?
  - d. What was the door opener?
  - e. Was there any free gift?
  - f. Were there any strings attached to free gift?
  - g. Did he represent himself to be an inspector, survey taker, etc.?
  
10. KNOWLEDGE OF SALE
  - a. Did complainant realize at the beginning of the transaction that he was being solicited or sold merchandise?
  - b. If not realized immediately, when realized in the sales pitch?
  - c. Was it a give away?
  - d. A model home or model family pitch?
  
11. SALES AIDS USED
  - a. Samples
  - b. Pictures
  - c. Brochures
  - d. Written materials
  - e. Motion pictures
  - f. Sound equipment
  - g. Letters from consumers
  - h. Other
  
12. THE SALES PITCH ITSELF
  - a. Length of pitch
  - b. Style of pitch
  - c. Specific promises involved.
  - d. Statement about product
  - e. Statement about value of product
  - f. Statement about price of product
  - g. Statement about savings involved.
  - h. Comparison with other products and brands
  - i. Representations as to quality

- j. Representations as to service
  - k. Representations as to guarantee
  - l. Other
13. GUARANTEE INVOLVED
- a. Written
  - b. Oral
  - c. Implied
  - d. Written with waiver of implied warranties
  - e. Promised guarantees or warranties compared with written guarantees or warranties
  - f. Warranty or guarantee part of the contract of sale or separate (important if paper sold or negotiated)
14. CLOSING TECHNIQUES
- a. Did buyer resist sale?
  - b. What additional promises or statements or representations were made by seller to close sale?
  - c. What additional gifts, discounts or come ons were used to close sale?
  - d. Did seller align with one spouse to induce the other to make the final buying decision?
15. PRICE AND VALUE
- a. What representations were made as to the value of the merchandise?
  - b. What representations were made as to the price of the merchandise?
  - c. Was the buyer led to believe the price equals the value?
  - d. What savings were promised?
  - e. What discount was promised?
  - f. What has the buyer found out about the price and value of the merchandise, as relating to other similar merchandise, since the sale?
16. DOCUMENTS INVOLVED
- a. Contract
  - b. Guarantee or warranty
  - c. Letters
  - d. Credit forms
  - e. Authorization or disclosure forms
  - f. Truth in Lending forms
  - g. Property reports (land sales)
  - h. Prospectus (stock or investment sale)
  - i. Correspondence with company and salesman
  - J. Other
17. HOW PAID FOR
- a. Cash
  - b. Check: does complainant have copy; determine location of subject's bank account where possible.
  - c. Finance (if so, how and where)
  - d. Promissory note

- e. Negotiable instrument
  - f. Retail installment contract
  - g. Others
  - h. Buyers contract and contact with finance company
  - i. Seller's contract and contact with finance company
  - j. Finance company name on sales papers
18. DELIVERY OF MERCHANDISE
- a. When delivered
  - b. How delivered
  - c. Who delivered by
  - d. Completeness of delivery
  - e. Condition of merchandise
  - f. Same merchandise as ordered
  - g. Complaints made to deliverer
19. QUALITY OF MERCHANDISE
- a. Was merchandise as described by seller?
  - b. Was merchandise as described in contract?
  - c. Was merchandise as pictured by sales aids, etc.?
  - d. Does merchandise perform as promised?
  - e. Has merchandise been thoroughly tested and used?
  - f. If defects in merchandise or merchandise doesn't work, exactly what defects, etc.
20. SERVICE
- a. What service was promised?
  - b. What service has been needed?
  - c. What service has been requested and how?
  - d. What service has been given?
  - e. Copies of any documents in regard to service?
21. CONSUMER'S OWN STATEMENT
- a. What are the consumer's problems with the purchase?
  - b. What are his complaints?
  - c. What statements does he believe were deceptive, fraudulent, or misleading?
  - d. What other comments does he have in regard to the transaction?
  - e. What does the consumer want done for him?
  - f. Does the consumer now realize how he was defrauded?
22. CONTACTS ABOUT COMPLAINT
- a. Has the consumer contacted the company, if so, how, when and with what results?
  - b. Has the consumer contacted the salesman, if so, how, when and with what results?
  - c. Has the consumer contacted his private attorney, if so, who, when and with what results?
  - d. What other agencies, companies or individuals has the consumer contacted about his complaint, who, when and with what results?

23. SPECIFIC QUESTIONS RELATING TO TYPE OF SALE OR MERCHANDISE
  - a. Aluminum siding; were model home or referral sale promises involved?
  - b. Securities or investments: what representations were made as to security of investment and percent of profit or return?
  - c. Automobile sales: have they checked prior owner for odometer roll back?
  - d. Similar questions for all categories should be asked.
  
24. CORROBORATING WITNESSES
  - a. Names
  - b. Addresses
  - c. Phone number
  - d. Ages
  - e. Did they hear all or part of pitch?
  - f. Relationship to complainant?
  
25. OTHER SIMILAR COMPLAINTS
  - a. Name
  - b. Address
  - c. Phone number
  - d. How complainant knows of?
  - e. Have they complained to seller?
  - f. Do they want to file a complaint?

- D. Other sources of possible information:  
 In developing an intensive investigation additional factual data may be able to be secured from the following sources, depending upon the facts of the case:
- a. Better Business Bureau
  - b. Chamber of Commerce
  - c. Credit Bureau
  - d. Phone Book
  - e. Dun & Bradstreet
  - f. National Better Business Bureau
  - g. Local Police records
  - h. Sheriff's Office
  - i. Federal Trade Commission
  - j. Motor Vehicle Records
  - k. Driver's License Record
  - l. Telephone Company
  - m. Secretary of State (corporate information)
  - n. County Clerk's Office (Trade Name Registration)
  - o. Business Groups
  - p. Postal inspectors
  - q. Competitors
  - r. Manufacturer or distributor of product
  - s. President's Office of Consumer Affairs
  - t. Consumer Information Center (General Services Admin.)
  - u. National Association of Attorneys General Consumer Protection Committee.

E. Final Organization and Presentation for Consideration As to Legal Action:

Final organization and proper presentation for consideration by counsel is crucial. If the operative facts are not clearly set forth in an orderly manner valuable time may be wasted. The basic format for condensing the investigation into a single document is set forth in the check list included in these materials. While the format will in most cases be appropriate, prior consultation with counsel may prove helpful for shortening (or expanding) the format in a given case.





2. Of subject.
3. Witnesses (state names and addresses)

- G. Investigator's analysis of basic facts of complaint.
1. What is the misrepresentation; what facts demonstrate the falsity of the representation?
  2. How is the average consumer deceived or misled by the alleged unlawful act?
  3. How is the average consumer deceived or misled by the false promise?
  4. How were false pretenses employed?
  5. What material facts have been knowingly suppressed, concealed or omitted by the merchant? Note: A material fact is one which is critical to the basic business transaction.
  6. What is the unconscionable commercial practice?

#### IV. DAMAGE TO THE CONSUMER

- A. How has the consumer been harmed?
1. Were monies paid?
  2. To whom?
  3. When?
  4. How much?
- B. Has consumer changed his position (financial or social) by virtue of the alleged unlawful act?
- C. What has consumer received for payments?

#### V. FINANCING DATA

- A. In cases of assignment, transfer or sale of the consumer obligation, state generally.
1. Time between date of consumer obligation and date of assignment to financial institution.
  2. Approximate percentage of prior transactions and assignments from subjects to financial institutions.
  3. Who takes credit application?
  4. Who reviews and makes final judgment as to whether credit is extended?
  5. When are funds advanced in relation to date of assignment?
  6. Is there any evidence that the financial institutions knew or should have known of any consumer's complaint (i.e., was there any prior notice of alleged complaint given to financial institution by either complainant or by any other person)?

#### VI. EVIDENCE

- A. Contract attached (identify) \_\_\_\_\_
- B. Guarantee attached (identify) \_\_\_\_\_
- C. Promissory Note attached (identify) \_\_\_\_\_
- D. Evidence of payment

- 1. Check(s) (identify) \_\_\_\_\_
- 2. Receipt(s) (identify) \_\_\_\_\_
- E. Other documentary evidence (identify)
- F. Affidavits, if any
  - 1. Of consumer (identify)
  - 2. Of witness(es) (including experts if any) (identify)
- G. Other evidence (samples of products, physical evidence) (identify)

VII. INVESTIGATOR'S RECOMMENDATION AS TO FORMAL ACTION

\_\_\_\_\_  
Investigator

STUDY MATERIALS ON NEW JERSEY CONSUMER CREDIT STATUTES  
prepared by  
SIDNEY POSEL, Professor of Law, Rutgers University

Explanation and Suggestions for Use

These materials consist of excerpts from a study of New Jersey statutes which was made by a Study Commission (L. 1969, c. 238) at the time when the Uniform Consumer Credit Code ("U3C") was proposed for adoption in New Jersey. The law was presented in the study, First Report of the New Jersey Uniform Consumer Credit Code Study Commission. It was undated and appeared in 1971. Since the "U3C" has not been enacted in New Jersey, only the New Jersey law has been reprinted here. The excerpts speak as of the end of 1970, but supplementary notes indicate those relatively few provisions which require up-dating because of important subsequent legislation.

These excerpts are for your use in studying about consumer credit. They are generally correct and will enable you to learn more quickly about the subject of consumer credit than if you plunged directly into the statutes themselves. On the other hand, they should not be used as the authoritative basis for advice about the law. The statute must be examined. As your knowledge grows, you will find additional significant provisions in the statutes, which have not been included here because of their technicality or for reasons of economy of presentation of these educational materials. Get into the habit of reading the cited statutory section and its related sections when you need to go deeper into a consumer problem.

If you need to give advice or take action, you should look at the statute itself first. This means the multi-volume set (dark green binding) called New Jersey Statutes Annotated. Be sure to look at the up-dating supplement which should be inserted into the back cover on the inside. It is called "the pocket part." Be aware, however, that the Department of Banking now has an Office of Consumer Affairs and is the agency to handle problems of consumer credit.

TABLE OF CONTENTS OF SELECTED MATERIALS  
from  
FIRST REPORT OF THE NEW JERSEY UNIFORM  
CONSUMER CREDIT CODE STUDY COMMISSION

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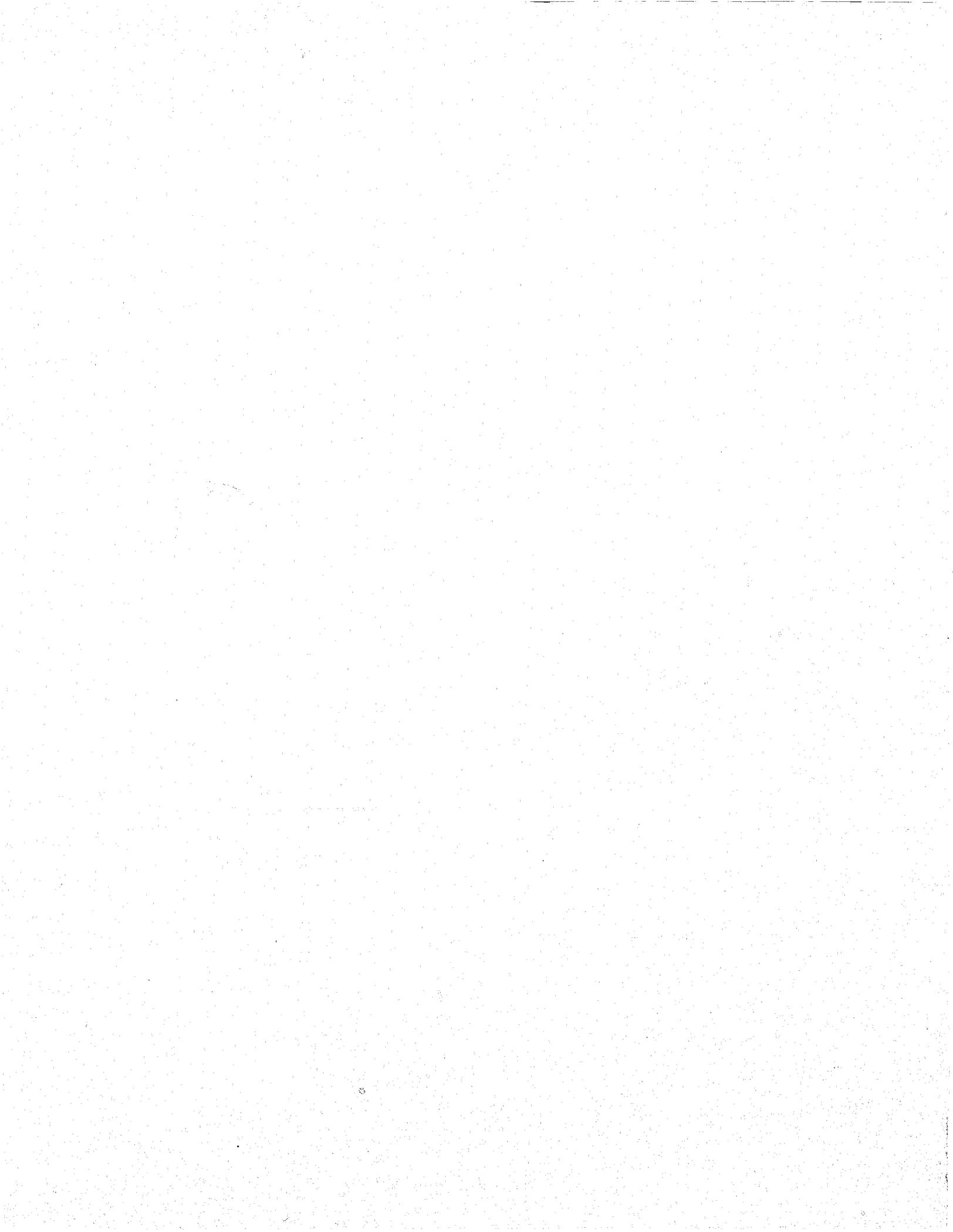


TABLE OF PRINCIPAL NEW JERSEY CREDIT STATUTES  
INCLUDED WITH CITATIONS

To add readability, citation of sections in the body of the study has been reduced in most cases to the last number of the official citation; e.g., N.J.S.A. § 17:16C-62 (1970) has been reduced to § 62. Such citation always appears in connection with a short paragraph heading, e.g., Home Repair Financing. The following table sets forth the principal headings used, together with the official short title of the relevant statute and its full citation. The reader can readily derive the full citation of any provision by referring first to the paragraph heading and then to the table below; e.g., one goes from § 62 in the example above to the heading, Home Repair Financing, and then in the table one finds Home Repair Financing: Home Repair Financing Act, L.1960, c.41: N.J.S.A. § 17:16C-62 et seq.

<u>Paragraph Heading</u>	<u>Official Short Title</u>	<u>Citation</u>
5 <u>Small Loans:</u>	Small Loan Law	L.1932,c.62; N.J.S.A. § 17:10-1 <u>et seq.</u>
<u>Bank Instalment Loans:</u>	The Banking Act of 1948	L.1948,c.67; N.J.S.A. § 17:9A-53 <u>et seq.</u>
<u>Advance Loans:</u>	Advance Loan Law of 1968	L. 1959,c.91; N.J.S.A. § 17:9A-59.1 <u>et seq.</u>
<u>Credit Unions:</u>	None	L.1938,c.293; N.J.S.A. § 17:13-26 <u>et seq.</u>
<u>Savings and Loan Associations (Home Improvement Loans):</u>	Savings and Loan Act (1963)	N.J.S.A. § 17:12B-157 <u>et seq.</u>
<u>Secondary Mortgage Loans:</u>	Secondary Mortgage Loan Act (enacted Sept. 23,1970, eff. 60 days after date)	L.1970,c.205,§ 1 <u>et seq.</u> (not cited in text as N.J.S.A., but belongs to Title 17, chapter 11A)
<u>Small Business Loans:</u>	Small Business Loan Act	L. 1964, c. 162; N.J.S.A. § 17:9A-59.25 <u>et seq.</u> (Supp.1970)
<u>Insurance Premium Financing:</u>	Insurance Premium Finance Company Act	L.1968,c.221; N.J.S.A. § 17:16D-1 <u>et seq.</u>
<u>Retail Instalment Sales:</u>	Retail Instalment Sales Act of 1960	L.1960,c.40; N.J.S.A. 17:16C-1 <u>et seq.</u>
<u>Door-to-Door Instalment Sales:</u>	Door-to-Door Retail Installment Act of 1968	L. 1968,c.223; N.J.S.A. § 17:16C-61.1 <u>et seq.</u>

TABLE OF PRINCIPAL NEW JERSEY CREDIT STATUTES  
INCLUDED WITH CITATIONS (cont'd)

<u>Paragraph Heading</u>	<u>Official Short Title</u>	<u>Citation</u>
<u>Home Repair Financing:</u>	Home Repair Financing Act	L.1960,c.41, N.J.S.A. 17:16C-62 <u>et seq.</u>
<u>Door-to-Door Home Repair Sales:</u>	Door-to-Door Home Repair Sales Act of 1968	L. 1968,c.224, N.J.S.A. § 17:16C-95 <u>et seq.</u>
<u>Instalment Loan Rate Advertising:</u>	Installment Loan Rate Advertising Act	L. 1965,c.169; N.J.S.A. § 17:13A-1 <u>et seq.</u>
<u>Credit Life, Health and Accident Credit Insurance:</u>	None; L. 1958, c. 169	N.J.S.A. § 17:38A-1 <u>et seq.</u>

Citations speak as of the end of 1970. Statutes which do not figure regularly under the topics used are cited in full each time they are described.



SECTIONS FROM THE FIRST REPORT  
OF THE  
NEW JERSEY UNIFORM CONSUMER CREDIT CODE  
STUDY COMMISSION

(Commission Authorized  
by Laws of 1969, Chapter 238)

S C O P E

TRANSACTIONS COVERED

The Uniform Consumer Credit Code regulates the broad range of consumer credit transactions and sets maximum charges for consumer-related credit sales. Comparable New Jersey legislation must be sought in some 20 existing statutes, enacted at different times, covering different classes of credit transactions and sometimes regulating only one or more aspects of a single class of transaction. Different statutes sometimes appear to reflect different value judgmental approaches to classes of transactions which many observers would regard as closely allied in economic or social characteristics or both. Quite different language is sometimes used in different statutes to lay down what appears to have been intended as the same substantive provision. For these reasons, it would be unduly synthetic and inaccurate to try to capulize existing New Jersey consumer and consumer-related credit legislation into a single description under each topic which is analyzed in this comparison. Instead, each topic deals separately with each of the principal statutes which purport to regulate broadly a given class of transaction, e.g., Small Loans. Other statutes which regulate only one or more aspects of transactions, e.g., Instalment Loan Rate Advertising, are included only where they contain a provision on the subject of the topic. The difficulty which the reader may experience in determining the applicability of a given statute, and its relation to other statutes dealing with consumer or consumer-related credit transaction is a realistic consequence of the present complexity of the existing legislation.

Most of the relevant statutes appear in Title 17, Corporations and Institutions for Finance and Insurance. Title 12A, Uniform Commercial Code, which applies to nearly all commercial transactions, contains only a few special provisions for consumer credit transactions. Other relevant provisions appear principally in Titles 2A, Administration of Civil and Criminal Justice; 31, Interest and Usury; and 46, Property.

Each statute in the principal group enables loans or extensions of credit to be made at rates of charge in excess of the legal rate of interest, i.e., the rate limited by the general usury law (between 6% and 8%). In the case of credit sales of goods and services, ceilings on the time price differential or credit service charge make it no longer relevant whether the transaction is a sale at a true time price. In the following list, these statutes are numbered 1 through 8, 10 and 11. The remaining ones provide a miscellany of restrictive provisions, created to meet specific needs.

1. Small Loan Law of 1932, N.J.S.A. § 17:10-1 et seq., which governs business of lending up to \$2500, including soliciting or taking applications for such loans, buying, discounting, or endorsing notes, or furnishing or procuring guarantee or security for loans in amounts of \$1,000 or less.

2. Banking Act of 1948, (Article 12. Banks: Instalment

## S C O P E

### TRANSACTIONS COVERED (CONT'D)

Loans), N.J.S.A. § 17:9A-53, et seq., which governs bank installment loans at interest not otherwise enforceable at law, in excess of 6% a year upon unpaid balances.

Extensively amended by L.1976, c.128.

3. Advance Loan Law of 1968, N.J.S.A. § 17:9A-59.1 et seq., which governs bank loans created under any arrangement by advance of funds for account of borrower pursuant to his written authorizations, including type commonly called "check loans", "overdrafts" or similar arrangements; also validates guaranty of borrower's checks to merchant sellers.

4. Credit Union Act of 1938, N.J.S.A. § 17:13-26 et seq., which regulates loans to members.

5. Savings and Loan Act of 1963, N.J.S.A. § 17:12B-157, et seq., which provides for home improvement loans, including loans for rebuilding properties damaged by catastrophe, on secured or unsecured basis, and without requirement of governmental guarantee or insurance. Other lending powers, largely limited to first mortgage loans, are not considered in this study because of low interest rates and long terms.

Extensively amended by L.1975, c.313.

6. Secondary Mortgage Loan Act. L. 1970, c.205, approved Sept. 23, 1970 to take effect 60 days later; N.J.S.A. § 17:11A-34 et seq. (Supp. 1970), which regulates business of advertising, soliciting, negotiating, offering, making or buying secondary mortgage loans. Such loans are defined as non-corporate loans, secured by subordinate lien created by security agreement on property used at least in part as dwelling for 4 families or less, and payable in more than 90 days. Transactions excluded from definition are (1) security interests taken in connection with home repair contracts governed by N.J.S.A. § 17:16C-62 et seq., (2) loans at rate of interest not in excess of usury rate (N.J.S.A. § 31:1-1 et seq.), and (3) private sales of dwelling by owner-occupier to buyer-occupier in which seller receives purchase money second mortgage.

7. Small Business Loan Act of 1964, N.J.S.A. § 17:9A-59.25 et seq., which governs bank loans to small business concerns, defined as any business or professional entity whose gross income from operations during its most recently completed fiscal year did not exceed \$1,000,000, such loans not to exceed \$25,000 and to be used in conduct of business or profession.

8. Insurance Premium Finance Company Act of 1968, N.J.S.A. § 17:16D-1 et seq., which governs business of financing insurance premiums at interest rates in excess of maximum permitted by general usury statute (N.J.S.A. § 31:1-1). Activities regulated include acquiring premium finance agreements from insurance agents or insurance brokers, as well as entering into such agreements with insured persons.

9. Mortgage Loans, L. 1968, c.54; N.J.S.A. § 46:10B-1, et seq., which regulates prepayments, charging "points" and other charges in connection with mortgage loans on dwellings of 4 families or less, in which mortgagor resides, and at interest in excess of \$6 per \$100 per year.

## S C O P E

### TRANSACTIONS COVERED (CONT'D)

10. Retail Instalment Sales Act of 1960, N.J.S.A. § 17:16C-1 et seq., which governs consumer sales of motor vehicles and other goods having cash price of \$7,500 or less, on credit payable in 2 or more instalments, and involving purchase money security interest in favor of retail seller. Sales finance companies which acquire instalment contracts governed by Act are also regulated.

Important extensions of coverage are made by L.1971, c.

399, c.409

L. 1972, c.14

L. 1973, c.34, c.182

11. Home Repair Financing Act of 1960, N.J.S.A. § 17:16C-62 et seq., which governs consumer sales of goods or services to improve real property, on credit payable in instalments over more than 90 days, except easily removable fixtures and except goods whose cash price is \$300 or less and which have been sold subject to Retail Instalment Sales Act of 1960.

12. Door-to-Door Instalment Sales Act of 1968, N.J.S.A. § 17, 16C-61.1 et seq. which governs retail instalment sales of goods, other than motor vehicles, or boats or accessories to either, for more than \$25, made at place other than seller's place of business.

L.1973, c.182

13. Door-to-Door Home Repair Sales Act of 1968, N.J.S.A. § 17:16C-95 et seq., which governs home repair contracts, in excess of \$25, entered into at place other than contractor's place of business.

L. 1973, c.183

14. Instalment Loan Rate Advertising Act of 1965, N.J.S.A. § 17:13A-1 et seq., which governs rate advertising by lenders and intermediaries.

15. Truth in Lending Act, Inconsistent State Laws, L. 1969, c. 112; N.J.S.A. § 17:3B-1 et seq., which conforms state laws inconsistent with federal Truth in Lending Act to provisions of federal Act.

16. Credit Life and Accident and Health Insurance. L. 1958, c. 169; N.J.S.A. § 17:38A-1 et seq., which regulates credit insurance except for credit transactions of more than 5 years' duration.

The reader should also have in mind Interest and Usury, N.J.S.A. § 31:1-1 (Supp. 1970), which governs interest rates in loan transactions in which the borrower is not a corporation, and which are not regulated by another statute permitting a higher rate. For the most part, statutes which apply only to transactions at the rate of interest permitted by Title 31 have been omitted. Where these are consumer transactions, they involve long-term financing by supervised financial institutions.

Amended importantly by L. 1972, c.99 and L. 1973, c. 328, eff. 12/20/73, to exempt certain transactions and to raise rate ceilings.

## CONSUMER PROTECTIONS

### MAXIMUM FINANCE CHARGE

Unless regulated by specific statute permitting other maxima, loan transactions are governed by Title 31, Interest and Usury. N.J.S.A. § 31:1-1 (Supp. 1970) limits interest to \$6 per \$100 per year (or as adjusted upward by Commissioner of Banking to maximum of \$8).

See marginal note on p. 55 for important amendments.

When interest is required to be paid at intervals of less than 1 year, it may be computed on daily or monthly basis, or on combination of both when necessary; each day is deemed 1/360th of year and each month 1/12th of year. See topics, Administrative Powers and Advisory Board, at heading, Interest and Usury.

Small Loans. § 14 sets maximum annual percentage rate of 24% on unpaid principal balance to \$500, and of 22% on remainder of such balance. Interest not to be taken in advance. Interest and periodic payments to be computed from standard tables based on actuarial or annuity method conforming to so-called "United States Rule of Partial Payments." Other charges before default prohibited except premiums for credit insurance provided by licensee creditor in accordance with requirements of statute. Compounding of interest prohibited. Multiple agreements to obtain higher rate of interest prohibited.

L. 1975, c.46 amends to permit 22% on balance of loan above \$500 up to \$1500 and 18% on remainder (up to \$2500).

Bank Instalment Loans. § 53 provides formulae to compute interest which may be taken in advance (discount method). Maximum simple interest rate is approximately 9.7166% per year on loans repayable over period in excess of 37 months and 11.784% per year on those of shorter term. § 55 permits bank to retain out of proceeds of loan, cost of insurance on collateral and security recording or filing fees.

§ 54(A)(5) prohibits interest, charge or demand not expressly authorized by Article (portion of Banking Act regulating instalment loans at increased rates of interest).

L. 1976, c.128 amends extensively §§ 53-59.

Advance Loans. § 59.6 sets maximum at 1% per month on daily principal balances, computable on basis authorized by general usury statute, N.J.S.A. § 31:1-1 (Supp. 1970). For interest purposes, charges for premiums advanced on credit insurance are treated as part of principal.

§ 59.8 authorizes service charge for each billing cycle of 50 cents, or 25 cents multiplied by number of advance loans made during cycle, whichever is greater. § 59.5(B) provides for application of monthly payments to interest and charges before principal.

Credit Unions. § 42 limits rate of interest on loans to members to 1% per month on unpaid balances, such rate to include credit union's total income on loan. § 27(e) sets same maximum rate of interest, prohibits compound interest, requires computation of interest on unpaid balances, and permits as additional charges before default only security recording, filing, etc. fees.

## CONSUMER PROTECTIONS

### MAXIMUM FINANCE CHARGE (CONT'D)

Savings and Loan Associations (Home Improvement Loans). §§ 160, 161 provide same formulae as for bank instalment loans, to limit finance charges on home improvement loans to approximately 11.784% per year up to a term of 37 months and 9.7166% per year for a term exceeding 37 months. Interest may be taken in advance (discount method). Additional charges may be made for security filing, recording, etc. fees, but no other charges are permitted prior to default.

L. 1975, c.313 extensively revises the terms upon which such loans may be made, amending § 160.

Secondary Mortgage Loans. § 11(a) limits interest to annual percentage rate not exceeding 15%, computed by actuarial method (United States rule). Commissioner of Banking may by regulation vary maximum interest up to 18% per year, with advice of special advisory board. See topics, Administrative Powers and Advisory Board. Interest may not be compounded and must be computed on unpaid principal balances.

§ 13 (h) prohibits charges other than those specifically authorized by statute. Reasonable legal fees actually incurred and paid to New Jersey attorney at law may be charged. § 15 prohibits charging borrowers any fees, discounts, commissions, points, or premiums for procuring loan.

Small Business Loans. § 59.27 limits finance charge as follows:

1. Up to \$5500 borrowed, \$6 per \$100 per year;
2. on excess borrowed to \$7500, \$5.50 per \$100 per year; and
3. on excess borrowed over \$7500, \$5 per \$100 per year.

Finance charge is computed on sum borrowed for full period and added on.

§ 59.30 permits as additional charges:

1. Security filing, recording, etc. costs;
2. actual appraisal costs not to exceed 1% of sum borrowed; and
3. premium for insurance of collateral and premium for optional credit life insurance.

§ 59.33 prohibits charges other than those expressly authorized by Act.

Insurance Premium Financing. § 10 limits finance charge to 12% per annum plus additional charge of \$10 per agreement. Finance charge is computed by actuarial method on balance due, from effective date of insurance coverage for which premiums are advanced to due date of final instalment of debt under premium finance agreement.

Mortgage Loans. N.J.S.A. § 46:10B-10 (Supp. 1970) prohibits charging points on mortgage loan. "Points" are defined to include all consideration paid for making of loan, except interest. Interest is limited to rate authorized by usury law, N.J.S.A.

## CONSUMER PROTECTIONS

### MAXIMUM FINANCE CHARGE (CONT'D)

§ 31:1-1 (Supp. 1970). Sums paid pursuant to other statutes of New Jersey or United States, and reasonable expenses and charges, are excluded from definition of "points". For application of Act, see topic Transactions Covered.

\*Retail Instalment Sales. § 41 limits time price differential as follows:

- Class I - New motor vehicles, \$7 per \$100 per year;
- Class II - Used motor vehicles not more than 2 model years old, \$10 per \$100 per year;
- Class III - Older used motor vehicles, \$13 per \$100 per year; and or services L.1971, c.409
- Class IV - All other goods, \$10 per \$100 per year.

Time price differential is computed on full amount for full period. Defined by § 1(1) as that part of time sale price in excess of cash price and additional charges for insurance and other benefits and official fees. § 50 prohibits additional charges prior to default other than charges permitted by Act.

\*L.1971, c.409 established definition of "retail charge account" (open-end credit account, third-party credit card, etc.). See §34.1 By §44.1, "time price differential" in each billing period is limited to 1½% per month on the first \$700 and 1% on the excess. The periodic rate may be applied to the balance of the account at the beginning of the period. Banks may not charge more than 1½% on the first \$700.

Auto Loan by Sales Finance Company. N.J.S.A. § 17:16C-40, 40.1 (1970), as amended by L. 1970, c. 200, permits loan with purchase money security interest to finance purchase of private passenger car at rate of \$6 per \$100 per annum. Interest may be taken on full amount of loan for full period, and is to be added on.

Home Repair Financing. § 69 limits credit service charge to \$7 per \$100 per year, computed on principal balance stated in contract. § 62(i) defines credit service charge as that amount of time sale price in excess of cash price and additional charges for official fees and credit insurance. § 70 prohibits additional charges prior to default other than those permitted by Act.

### MAXIMUM TERM AND AMOUNT OF CREDIT

Limitations on lending powers of financial institutions, measured by term and amount of loan, are generally considered to proceed from concern for sound banking practice. They are included here because they can also be viewed as encouraging sound borrower practice.

Small Loans. Lender may charge rates permitted by Act only on aggregate extensions of credit of \$1000 or less to any person. Liability to lender as indorser or surety, or other direct or contingent obligation to lender, must be included in aggregate computation.

Bank Instalment Loans. § 54 provides maximum term of 37 months on loans other than property improvement loans, and of 61 months on property improvement loans. Liability of any person for aggregate instalment loan credit outstanding may not exceed \$7500, of which not more than \$5500 may be liability on loans other than property improvement loans.

Amended by L.1976, c.128.

## CONSUMER PROTECTIONS

### MAXIMUM TERM AND AMOUNT OF CREDIT

Advance Loans. §§ 59.5 and 59.11 require monthly payments to be at least equal to 1/36th of debt. Liability of debtor may not exceed \$5500 on all outstanding advance loans by bank, exclusive of interest, insurance premiums and other permitted charges.

Savings and Loan Associations (Home Improvement Loans). § 159 limits net proceeds of loans with respect to same real property to \$7500. Maximum term of loan is 61 months.

Amended by L.1975, c.313.

Secondary Mortgage Loans. § 1 et seq. contain no provisions.

Small Business Loans. § 59.29 limits aggregate of such loans outstanding to any debtor to \$25,000. Maximum term of loan is 61 months.

Insurance Premium Financing. § 1 et seq. contain no provisions.

Retail Instalment Sales. § 1(a) defines "goods" as goods having cash price of \$7500 or less. Transactions in goods having higher cash price may or may not be subject to general usury law, N.J.S.A. § 31:1-1 (Supp. 1970), depending upon application of "time price doctrine".

Auto Loan by Sales Finance Company. N.J.S.A. § 17:16C-40.1 (1970), as amended by L. 1970, c. 200, limits amount of loan to \$5000 and term to 36 months.

Home Repair Financing. § 62 et seq. (1970) contain no provisions.

### DELINQUENCY CHARGES

Small Loans. § 1 et seq. contain no provisions.

Bank Instalment Loans. § 55(B)(3) permits late charge up to 5% of instalment or \$5, whichever is less, on instalments more than 15 days in arrears. Only one such charge on instalment, and such charges not to exceed \$15 in 12-month period. No late charge on instalment to fall due after loan has been accelerated. Alternatively, interest chargeable on instalment in arrears, at legal rate.

Amended by L.1976, 128.

Advance Loans. § 59.7(A) permits late charge up to 5% of instalment or \$5, whichever is less, on instalments more than 15 days in arrears. Only one such charge to be levied on any instalment.

Credit Unions. § 27(f) permits delinquent fine up to 1/10th of interest due.

Savings and Loan Associations (Home Improvement Loans). § 157 et seq. contain no provisions.

Amended by L.1975, c.313 to permit "a late charge."  
See §159.

Small Business Loans. § 59.32 (a)(3) permits late charge up to 5% of instalment or \$5, whichever is less, on instalments more

## CONSUMER PROTECTIONS

### DELINQUENCY CHARGES (CONT'D)

than 10 days in arrears. Only one such charge on any instalment, and total charges may not exceed \$25 in 12-month period. No late charge on instalment to fall due after loan has been accelerated. Alternatively, interest chargeable on instalment in arrears, at legal rate.

Secondary Mortgage Loans. § 13(h) prohibits fine or penalty.

Insurance Premium Financing. § 12 permits delinquency charge up to 5% of instalment or \$5, whichever is less, on instalments in arrears 10 days or more.

Retail Instalment Sales. § 42(a) permits delinquency charge up to 5% of instalment or \$5, whichever is less, on instalments in arrears 10 days or more.

Home Repair Financing. § 71(a) permits delinquency charge up to 5% of instalment or \$5, whichever is less, on instalments in arrears 10 days or more.

### PREPAYMENT AND REBATE

Small Loans. § 15(c) requires lender to permit advance payment in any amount at any time, but may credit accrued interest first.

Bank Instalment Loans. § 56 requires credit on interest taken in advance, in event of prepayment in full or acceleration of due date of unpaid balance. Formula is similar, but not identical to common form of Rule of 78 in that it uses cardinal numbers of payment periods instead of periodic balances.

Amended by L. 1976, c.128.

Advance Loans. § 59.1(c) provides borrower may prepay without penalty or prepayment charge.

Credit Unions. § 42(c) provides that member may pay off loan, in whole or in part, on any day office open for business.

Savings and Loan Associations ( Home Improvement Loans). § 163 requires credit on interest taken in advance, in same terms as described for Bank Instalment Loans above.

Amended by L.1975, c.313.

Small Business Loans. § 59.35 requires credit on interest taken in advance, in same terms as described for Bank Instalment Loans above.

Secondary Mortgage Loans. § 17 prohibits penalty fees for prepaying in full prior to maturity.

Insurance Premium Financing. §10 provides that premium finance agreement may be prepaid in full at any time and unearned finance charge shall be refunded in accordance with Rule of 78.

§14 amended by L.1973, c.252 (11/28/73)

Mortgage Loans. N.J.S.A. § 46:10B-2 (Supp. 1970), provides that prepayment in full of mortgage loan may be made at any time, but holder may charge prepayment fee according to following schedule:

## CONSUMER PROTECTIONS

### PREPAYMENT AND REBATE (CONT'D)

1. Within 1 year of loan, 3% of face amount,
2. 1 to 3 years of loan, 2% of face amount,
3. 3 to 5 years of loan, 1% of face amount, and
4. after 5 years, no fee.

§3 provides that, during 12 month period, partial prepayments may be made without charge or penalty, in multiples of \$50 up to 20% of face amount of loan.

§§ 4 through 7 contain provisions in protection of prepayment rights created by §§ 2 and 3.

Retail Instalment Sales. § 43 requires credit on time price differential, in event of prepayment in full, on basis of same formula as described for Bank Instalment Loans above, but less acquisition cost of \$15.

Home Repair Financing. § 73 is substantially identical to § 43, applying to Retail Instalment Sales, described immediately above.

Insurance. For refund of unearned insurance premiums, see topic, Insurance.

### NEGOTIABLE INSTRUMENTS

Small Loans. § 1 et seq. contain no provisions.

Bank Instalment Loans. § 57 requires instrument evidencing loan to state that it represents loan made pursuant to Article 12 of Banking Law of 1948 (Banks: Instalment Loans).

Sec. 58(3) exempts from regulation imposed by § 53 et seq. instruments acquired by bank, which originate in transaction to which bank not party; regardless of recourse of bank against prior holder. Bank not to be deemed party to original transaction by virtue of its approval of credit of any obligor on instrument, prior to its acquisition and at request of prior holder.

Advance Loans. § 59.1 et seq. contain no provisions.

Credit Unions. § 42(a) requires all member loans to be evidenced by note.

Savings and Loan Associations (Home Improvement Loans). § 159(2) permits debt to be evidenced by one or more notes.

Small Business Loans. § 59.28 requires loan to be evidenced by note. § 59.36 requires such note to state that it represents loan made pursuant to Small Business Loan Act.

Secondary Mortgage Loans. § 18 requires instrument evidencing loan to be promissory note with words "Secondary Mortgage Loan" printed prominently at top centre, and with other specified statements such as, "This promissory note is subject to the pro-

## CONSUMER PROTECTIONS

### NEGOTIABLE INSTRUMENTS (CONT'D)

visions of the Secondary Mortgage Loan Act". (Subsequent holders of notes must be licensees under Act, §3.)

§25 provides that borrower's obligation is void and unenforceable unless loan was executed in full compliance with Act.

Insurance Premium Financing. § 1 et seq. contain no provisions.

Retail Instalment Sales. § 45 forbids retail seller to transfer evidence of debt under retail instalment contract except to (1) sales finance company licensed under Act, or (2) state or national bank outside New Jersey where seller retains contract and collects payments. § 47 permits assignment of aggregation of debts as collateral for bona fide commercial loan where assignor collects payments.

L.1971, c.399

§38.2 added: A promissory note must bear the imprint "CONSUMER NOTE" and shall not be a negotiable instrument. Subsequent holders are subject to claims and defenses of the retail buyer, limited to the time sales price. In new auto transactions, the limit is the time balance. The claim must arise out of the transaction which creates the obligation of the buyer.

Home Repair Financing. § 64.2 requires note issued in connection with home repair contract to have printed on face "Consumer Note". Such note is subject to terms and conditions of contract and not negotiable instrument within meaning of Chapter 3 of Uniform Commercial Code, N.J.S.A. § 12A:3-101 et seq. (1962).

§ 88 forbids holder to transfer evidence of debt under home repair contract except to (1) home financing agency licensed under Act, or (2) state or national bank outside New Jersey where seller retains contract and collects payments. Home financing agency must not knowingly acquire evidence of debt under home repair contract except from licensed home repair contractor or home financing agency.

### WAIVER OF DEFENSES

Uniform Commercial Code. N.J.S.A. § 12A:9-206 (Supp. 1970), provides that, subject to any statute or decision which establishes different rule for buyers or lessees of consumer goods, waiver of claim or defense is enforceable by assignee for value, in good faith and without notice of claim or defense, except for so-called "real" defenses. In Unico v. Owen, 50 N.J. 101 (1967), court held that in consumer credit transactions such waiver clauses are ordinarily so one-sided as to be contrary to public policy and therefore unenforceable. N.J.S.A. § 12:9-206 further provides that buyer who signs negotiable instrument in combination with security agreement waives claim or defense against assignee of security agreement.

Retail Instalment Sales. § 38 prohibits provision relieving seller from liability for any legal remedies of buyer under retail instalment contract.

L.1971, c.399

§38.1 added: No retail instalment contract shall contain a waiver of defenses provision in favor of any holder or other assignee.

## CONSUMER PROTECTIONS

### WAIVER OF DEFENSES (CONT'D)

Door-to-Door Instalment Sales. § 61.6(c) forbids provision by which buyer waives rights under Act (which gives him 3 business days following day of sale within which he may rescind sale or contract).

Home Repair Financing. § 64.1 prohibits provision relieving holder or other assignee from liability for any civil remedy, sounding in contract, of owner against contractor under home repair contract or separate instrument executed in connection with it.

§ 64(d) prohibits provision relieving contractor from liability upon any claim of owner under home repair contract.

Door-to-Door Home Repair Sales. § 100(c) forbids provision by which owner waives rights under Act (which gives him 3 business days following day of sale during which he may rescind home repair contract).

Secondary Mortgage Loans. § 19(a) prohibits waivers by borrower of any rights accruing to him under any law of State. § 19(e) prohibits provision relieving lender or subsequent holder from liability for any claim or legal remedy of borrower under terms of promissory note evidencing loan.

Small Loans. No provision.

Bank Instalment Loans. No provision.

Advance Loans. No provision.

Credit Unions. No provision

Savings and Loan Associations (Home Improvement Loans). No provision.

Small Business Loans. No provision.

Insurance Premium Financing. No provision.

### BALLOON PAYMENTS AND SCHEDULE OF PAYMENTS

Small Loans. § 13 requires that instalments be payable at approximately equal intervals, with no payment substantially greater than previous ones, except payments may be reduced or omitted according to seasonal nature of borrower's income.

Bank Instalment Loans. § 54(A) (1), (2) provide:

1. Only one instalment may be payable in any payment period except last (in which two may be payable).
2. Every payment period shall be of equal duration measured in weeks or months, except that first payment period may be longer and up to 60 days.
3. Loan may provide for omission of instalments for up to 93 days in any 12 month period.
4. No payment period may be shorter than 1 week or longer than 1 month, except as above provided.
5. All instalments shall be same amount, except last may deviate by \$1 or less.

Amended by L.1976, c.128.

## CONSUMER PROTECTIONS

### BALLOON PAYMENTS AND SCHEDULE OF PAYMENTS (CONT'D)

Advance Loans. § 59.2(A) requires billing cycles to be not more than one month in duration. § 59.5 permits monthly payment without limit, with minimum of \$10 or 1/36 of debt, whichever is greater.

Credit Unions. § 1 et seq. contain no provisions.

Savings and Loan Associations (Home Improvement Loans). § 159 (4) requires loans to be repayable in regular monthly instalments, in equal amounts except that last may deviate by \$1 or less.

Amended by L.1975,c.313.

Small Business Loans. § 59.28(b) provides:

1. Every payment period shall be of equal duration measured in months.
2. Loan may provide for omission of instalments for up to 93 days in any 12-month period.
3. No payment period may be shorter than 1 month nor longer than 3 months.
4. All payments shall be for same amount, except that last may deviate by \$1 or less.

Secondary Mortgage Loans. § 18(b) provides:

1. Payment periods shall be substantially equal, shall be measured in weeks or months; initial period may be deferred for 60 days.
2. All instalments shall be for substantially equal amounts, except that last may deviate by \$1 or less.
3. Payments may be reduced or omitted for any periods of time to accommodate borrower's intermittent income.

Insurance Premium Financing. § 1 et seq. contain no provisions.

Retail Instalment Sales. § 26 provides:

1. Instalments shall be substantially equal in amount and duration.
2. Initial payment may be deferred up to 60 days.
3. Payments may be reduced or omitted up to 93 days in any 12-month period to accommodate buyer's intermittent or reduced income.

Auto Loan by Sales Finance Company. § 40.1 requires substantially equal monthly payments.

Home Repair Financing. § 68(a) requires that instalments be substantially equal in amount and duration, except that contract may provide for reduction or omission of payments for not more than 93 days in any 12-month period.

## CONSUMER PROTECTIONS

### SECURITY

Small Loans. § 13 prohibits lien upon real estate as security. § 18 invalidates security interest or other lien on household furniture being used by borrower, unless financing statement and security agreement are signed in person by both husband and wife, if borrower married; otherwise by borrower alone.

Bank Instalment Loans. § 54(A)(3) restricts security, prior to default, to interest in tangible personal property, except that in property improvement loan bank may also take interest in real estate to be improved.

Amended by L.1976, c.128.

Advance Loans. § 59.10 prohibits taking security prior to default.

Credit Unions. § 42 permits such security as by-laws may provide, and requires adequate security for loans in excess of specified amounts.

Savings and Loan Associations (Home Improvement Loans). § 159(2) provides that, prior to default, security interest may be taken only in tangible personal property that is part of work or in real property being improved.

Amended by L.1975, c.313.

Secondary Mortgage Loans. § 13(g) prohibits collateral or security other than lien upon any real property.

Small Business Loans. § 59.30(b) provides that bank may take interest in both real and personal property as security.

Insurance Premium Financing. No provisions except that § 15 exempts premium finance agreement from public filing requirement to perfect it as a secured transaction.

Retail Instalment Sales. Act applies only in case of purchase money security interest in goods being sold. No provisions as to other collateral, except see topic, Cross-Collateral.

Home Repair Financing. § 75 assumes security interest permissible in goods supplied and real property being improved. No provisions as to other collateral.

Uniform Commercial Code. N.J.S.A. § 12A:9-204 (Supp. 1970) provides that no security interest attaches under an after-acquired property clause to consumer goods (other than accessions) when given as additional security unless debtor acquires rights in them within 10 days after secured party gives value.

## CONSUMER PROTECTIONS

### CROSS-COLLATERAL

Retail Instalment Sales. § 28 assumes as permissible, term in contract by which debt on additional purchases is consolidated with prior debt and seller obtains security interest in all goods under combined agreement. § 29 requires allocation of payments on combined agreement among each of separate purchases in proportion to original cash price. Separate purchase ceases to be security when amount owing on it is fully paid. Buyer may pre-pay in full or redeem any separate purchase at any time.

### WAGE ASSIGNMENTS

Small Loans. § 13 forbids wage assignment in connection with loan; any such assignment is void. § 17 deems any payment of \$1,000 or less as consideration for sale or assignment of wages to be loan secured by such wages and void.

Bank Instalment Loans. Although no provision specifically mentions wage assignments, § 54(a)(3) prohibits security other than interests in tangible property.

Advance Loans. § 59.10 forbids any security prior to default.

Credit Unions. § 42(c) provides that assignment of wages is deemed security for purpose of satisfying requirement that loans in excess of specified amounts be adequately secured.

Savings and Loan Associations (Home Improvement Loans). § 159(2) prohibits security other than interests in real property being improved or tangible personal property which is part of work.

Small Business Loans. No specific provision, but § 59.30 permits interest in property, real or personal, to secure payment.

Secondary Mortgage Loans. § 19(c) prohibits wage assignments.

Insurance Premium Financing. § 1 et seq. contain no provisions.

Retail Instalment Sales. § 39 prohibits wage assignments.

Home Repair Financing. § 64(f) prohibits wage assignments.

Wages. N.J.S.A. § 34:11-25 (1965) forbids assignment of wages at greater than legal rate of interest.

L.1971, c.412, amended by L.1973, c.354, effective 12/23/73 added Ch. 150A to Title 2A:§1 makes it unlawful (by §2 a disorderly person) to purchase or have assigned to one any salary, wages, etc., or other compensation for services, due to become due to any employee. The assignment is void. No person may pay to any purchaser or assignee any salary, etc., due to any employee.

### REFERRAL SALES

Secondary Mortgage Loans. § 13(d) prohibits loan referred by retail seller who has required borrower to make purchase in order to obtain referral.

## CONSUMER PROTECTIONS

### REFERRAL SALES (CONT'D)

Retail Instalment Sales. § 1 et seq. contain no provisions.

Home Repair Financing. § 64(g) requires that any provision for rewarding owner for permitting sign on his property or for supplying names of possible customers have approval of Commissioner of Banking.

### ATTORNEY'S FEES

Attorney's Fees. Case law indicates that contractual provisions for attorney's fees will be enforced only if amount is reasonable and actually incurred in course of collection. See, e.g., Alcoa Edgewater No. 1 Federal Credit Union v. Carroll, 44 N.J. 442 (1965).

Small Loans. No provision specifically mentions attorney's fees, but § 14 prohibits any charge whatsoever in addition to interest, except for insurance and "on actual sale of the security in foreclosure proceedings or upon the entry of judgment".

Bank Instalment Loans. § 55(A)(3) permits "collection fee" upon institution of suit, according to amount of loan, varying from \$7.50 to \$25. No provision specifically mentions attorney's fees, but § 54(A)(5) prohibits charges not expressly authorized by Act.

L.1976, c.128 amends to permit a fee of 10% or \$100, whichever is smaller.

Advance Loans. § 59.7(B) permits "collection fee" upon institution of proceedings on loans in default according to following schedule:

1. First \$750 - 15%, and
2. on excess over \$750 - 10%

Collection fee may not exceed \$500.

Credit Unions. § 27(e) permits attorney's fee of 20%, with minimum of \$10, to be added to principal of loan resolved into judgment or given to attorney for collection after default.

Savings and Loan Association (Home Improvement Loans). No provision specifically mentions attorney's fees but § 159 prohibits charges not expressly authorized by Act.

L.1975, c.313 amends to permit a "collection fee" of 10% or \$100, whichever is smaller.

Small Business Loans. § 59.31 permits "collection fee" upon institution of proceedings according to following schedule:

1. First \$750 - 15%, and
2. on excess over \$750 - 10%.

Collection fee may not exceed \$500.

Secondary Mortgage Loans. § 20 permits provision for payment of attorney's fees only where:

1. Note is referred for collection to independent

## CONSUMER PROTECTIONS

### ATTORNEY'S FEES (CONT'D)

- attorney at law of State.
2. suit is actually filed and decided in favor of lender; and
  3. at least 15 days prior to suit, borrower is sent statement of intention to sue, specifying amounts due lender.

Attorney's fee limited to 15% on first \$500, 10% of next \$500 and 5% of any excess.

Insurance Premium Financing. § 1 et seq. contain no provisions.

Retail Instalment Sales. § 42(b) permits retail instalment contract to provide for attorney's fee of 20% on first \$500 and 10% on excess when referred for collection to attorney not salaried employee of holder.

Home Repair Financing. § 71(b) permits home repair contract to contain provision for "reasonable" attorney's fees when payment in default for 10 days referred for collection to attorney not salaried employee of holder.

### CONFESSIONS OF JUDGMENT

Judgments in Civil Actions. N.J.S.A. § 2A:16-9 (1952) forbids entry of judgment by confession upon warrant of attorney in note or other instrument for payment of money. R.4:45 (N.J. Court Rules, 1969) is substantially identical. R.4:45-2 requires that attorney at law, confessing judgment in action on instrument for payment of money, shall do so only on motion after notice to defendant in prescribed manner, and prescribed proof to court, including production of copy of warrant and instrument. R.6:6-1 makes R.4:45 applicable to county district courts.

Small Loans. § 15 forbids taking confession of judgment or any power of attorney.

Bank Instalment Loans. § 53 et seq. contain no provisions.

Advance Loans. § 59.2(D) provides that no advance loan contract and no instrument executed in connection therewith may contain any power to confess judgment.

Credit Unions. § 26 et seq. contain no provisions.

Savings and Loan Associations (Home Improvement Loans). § 157 et seq. contain no provisions.

Secondary Mortgage Loans. § 19(b) forbids taking power of attorney to confess judgment.

Small Business Loans. § 59.32(c) provides that bank may not take any power to confess judgment.

## CONSUMER PROTECTIONS

### CONFESSIONS OF JUDGMENT (CONT'D)

Insurance Premium Financing. § 9 forbids inclusion in premium finance agreement of power to confess judgment in New Jersey.

Retail Instalment Sales. § 37 provides that no retail instalment contract or instrument executed in connection therewith shall contain power to confess judgment.

Home Repair Financing. § 64(c) provides that no home repair contract shall contain power to confess judgment.

### RESCISSION RIGHTS

Federal Truth in Lending Act. § 125 provides that, in case of consumer credit transaction involving security interest in real property which is used or expected to be used as debtor's residence, debtor has right to rescind within three business days after consummation and delivery of required disclosures. Rescission frees debtor from obligation and entitles him to return of down-payment. Provision is made for exceptions to enable debtors to get credit in emergencies. Purchase-money first mortgages are excepted. Regulation Z prescribes manner in which creditor must disclose to debtor rights created by section.

Door-to-Door Instalment Sales. § 61.5(a) provides that any retail instalment sale, or contract for sale, of goods other than motor vehicle, boat, or their accessories, for purchase price in excess of \$25, entered into at place other than place of business of retail seller, may be rescinded by retail buyer, if he takes following action:

1. Notifies seller of intent to rescind, by certified mail, return receipt requested, postmarked not later than 5 P.M. of second business day following sale; and
2. gives up any goods delivered to him prior to seller's receipt of such notice.

§ 61.5(b) requires seller, within 10 days of receipt of such notice, to:

1. Pick up any goods delivered to buyer prior to receipt of notice;
2. refund all money paid by buyer (less damage to goods); and
3. return any trade-in (less charges for reasonable improvements by seller).

Rescission right does not apply to orders placed by mail or telephone, or to sales requested by buyer to be made at place other than seller's place of business.

Additional provisions: § 61.6: 2 copies of a receipt setting forth buyer's right to rescind must be delivered by seller at time of sale or contract. Mandatory language prescribed. Sales made in foreign language must be accompanied by receipts in such language and in English. Type-size requirements: 10 points high, bold type.

Door-to-Door Home Repair Sales. § 99(a) provides that home repair contract in excess of \$25, entered into at place other

## CONSUMER PROTECTIONS

### RESCISSION RIGHTS (CONT'D)

than home repair contractor's place of business, may be rescinded by owner if he takes following action:

1. Notifies contractor of intent to rescind, by certified mail, return receipt requested, postmarked not later than 5 P.M. of second business day following day of execution of contract; and
2. gives up any goods delivered to him prior to contractor's receipt of such notice.

§ 99(b) requires contractor, within 10 days of receipt of such notice, to:

1. Pick up any goods delivered to owner prior to receipt of notice;
2. refund all money paid by owner (less damage to goods); and
3. return any trade-in (less charges for reasonable improvements by contractor).

Rescission right does not apply to orders placed by mail or telephone, or to sales requested by owner to be made at place other than contractor's place of business.

Additional provisions: §100: substantially similar to provisions of §61.6 on retail instalment sales.

### INSURANCE

Credit Life, Health and Accident Insurance. N.J.S.A. § 17:38A-1 et seq. supplement previously enacted statutes which regulate form and provisions of policies, individual and group, on life and accident and health of insured persons. Credit insurance may be issued to debtors in individual policies or to creditors in group policies, §3. Amount of insurance is limited to amount of debt on date when benefits are payable, §4. Term of insurance must begin when loan is made and end not more than 15 days after scheduled maturity date of debt, unless extension is without cost to debtor. On termination of insurance prior to scheduled maturity, including any renewal or re-financing, refund of unearned premiums must be paid, § 5. Debtor must receive individual policy or group certificate of insurance, setting forth prescribed information including statement that benefits are payable to creditor to reduce unpaid debt. Where policy or group certificate is not delivered to debtor at time of sale or loan, copy of application for insurance, signed by debtor and setting forth prescribed information, must be delivered. Within 30 days thereafter, insurer must deliver policy or group certificate, § 6.

FEDERAL CONSUMER CREDIT LAWS  
summarized by  
SALVATORE SANGIORGI, Assistant Director  
New York Regional Office of the Federal Trade Commission

TRUTH IN LENDING (DISCLOSURES) ACT

On July 1, 1969 the Federal Truth in Lending Act became effective. For purposes of implementing this Act the Federal Reserve Board promulgated and issued Regulation Z. In the enforcement of this Law it is suggested that the implementing regulation (Regulation Z) be followed.

Both the Act and the Regulation are designed to insure that every customer who has a need for consumer credit is given meaningful information with respect to the cost of that credit. In most cases the cost must be expressed in a dollar amount as the FINANCE CHARGE and additionally as an ANNUAL PERCENTAGE RATE computed on the unpaid balance of the AMOUNT FINANCED.

The Law is primarily a disclosure law which applies to any personal loan under \$50,000 where there is a finance charge involved and to any transaction where repayment by the consumer is in more than four instalments. The Law does not set a ceiling on interest rates nor has it anything to do with how much you pay in interest. This Law does make it easier for qualified applicants to compare various interest rates and to "shop around" for credit if they take the time to do so.

The Law deals with two types of credit: open-end, such as department store charge accounts and gasoline credit cards; and other than open-end, such as instalment purchases, where the total number of payments date due are specified in the contract.

The legal right to rescind is also covered by this title of the Consumer Credit Protection Act. Whenever a contract is signed (other than a first mortgage) resulting in a security interest (lien) on your home, the Act permits rescission of the credit contract until midnight of the third business day following the transaction or until three days following the time the creditor makes the disclosures required under the Law - whichever is later. The down payment should be returned to the consumer within 10 days. If the right of rescission is employed by the contract it must be in writing. Each consumer should receive two copies of a notice of his right to rescind.

FAIR CREDIT REPORTING ACT

This Act regulates both credit and investigative agencies which issue consumer reports and it also regulates the users of these reports.

The primary reason for this Act, which became effective in 1971, is to protect consumers against false or inaccurate reports about them, against results of such reports, and against the use of any reports by firms or individuals with no legitimate interest.

The Act in question regulates to whom a credit reporting agency can give information that they have obtained about you. It limits to 7 years the time adverse information can be used, though in the case of bankruptcy this period can be extended to 14 years. A judgment also may remain in your file for 7 years and in some instances for a longer period. If a judgment is satisfied, consumers should make sure that the satisfaction is likewise filed and that their report is updated to show this. The fact that a judgment is satisfied does not mean that the notation of the judgment should be removed from a file.

The user of a report that denies credit, either in whole or in part, for such denial must inform a consumer of the name and address of the reporting agency. The consumer then has the right to obtain from the reporting agency all of the information in his/her credit record. If you have been rejected for credit, there is no charge for this type of disclosure, but if it is done by telephone the consumer must pay the toll cost if the information is given long distance.

If a consumer believes that the information in his report is incorrect or erroneous, a request for reverification can be made. In the event that a consumer wants to set forth an explanation of any adverse information that may appear in the file, the consumer is entitled to submit a 100-word statement explaining the consumer's version of the dispute. This must then be distributed with any subsequent reports.

#### FAIR CREDIT BILLING ACT

The Fair Credit Billing Act is an additional provision to the Truth in Lending Act. Regulation Z has been amended to incorporate this Act and there are provisions in the implementing regulation relating thereto.

The purpose of this Act is to protect consumers against inaccurate and unfair credit billing and credit card practices. It became effective on October 28, 1975. The Fair Credit Billing Act applies only to open-end credit and it requires that if a borrower sends a written notice to the creditor within 60 days after receiving a billing statement saying that he believes the statement received is erroneous or contains a billing error and sets forth a statement as to why the consumer believes this to be so, the creditor has to acknowledge, in writing, the complaint, within 30 days after receipt of the notice, unless the creditor takes action to correct or clarify the point in dispute.

The creditor, within 60 days after receipt of the notice, must make appropriate corrections in the account of the customer, including the crediting of finance charges on amounts erroneously billed. If the creditor, after investigation, has reason to believe that the account is correct, he must so inform consumer, and if the obligor requests, the creditor must provide copies of documentary evidence of the obligor's indebtedness.

During this period of time that a bill has been disputed because of a billing error, the creditor cannot charge interest on that amount which is put in dispute nor can he report the consumer to a credit reporting agency as being in default.

Under certain circumstances the Fair Credit Billing Act allows consumers to interpose claims and defenses in credit card transactions.

If the credit card involved is a three-party type transaction (i.e. Master Charge, Bank Americard), then there are limitations. If the credit card involved is issued directly by the extender of credit (i.e. Macy's, Sears Roebuck, etc.), then the limitations do not apply.

#### EQUAL CREDIT OPPORTUNITY ACT

This new law became effective October 28, 1975. It is designed to make it unlawful for any creditor to discriminate against any applicant for credit on the basis of sex or marital status. However, there were amendments to this Act in 1976 which became effective March 23, 1977 that prohibit discrimination in extensions of credit based on race, color, religion, national origin, age, receipt of income from public assistance programs and good faith exercise of rights in the Consumer Credit Protection Act. All of these are, of course, in addition to sex and marital status. This regulation covers anyone who regularly participates in the ordinary course of business in decisions, whether or not to extend credit.

#### CONSUMER LEASING ACT

On March 23, 1977 the newly enacted Consumer Leasing Act became effective. This Act will be implemented by an extension of Regulation Z, since the provisions of the Act have been incorporated into this Regulation.

The Act provides for disclosures of terms of leases of personal property to consumers. The Act also places limits on the amount of balloon payments required of consumers at the end of the lease term.

There are 2 kinds of leases, closed leases (net lease) and open-end lease. In a closed-end lease, the consumer pays a certain amount of rent per month and at the end has no further liability. In an open-end lease, the lessee (consumer) bears some kind of obligation for the value of the item at the end of the lease term.

The leases must be:

- (1) for personal property (as opposed to real property);
- (2) by a natural person, primarily made for personal, family or household use;
- (3) for a term which must exceed four (4) months;
- (4) a contractual obligation not to exceed \$25,000.

Advertising of leases are covered as well: if an advertisement sets forth a specific term of the lease, then the Act requires that all the terms be advertised.

TRADE REGULATION RULES  
Promulgated by the Federal Trade Commission  
summarized by  
SALVATORE SANGIORGI, Assistant Director  
New York Regional Office of the Federal Trade Commission

TRADE REGULATION RULES

Any question which may have existed with regards to the authority of the Federal Trade Commission promulgating trade regulation rules was dispelled by the Federal Trade Commission Improvement Act. The authority of the Commission to promulgate such rules and regulations was defined and affirmatively authorized the Commission to do so. There are several trade regulation rules which will be important to County and Municipal Consumer Affairs Offices. The first of these is the

(a) Door-to-Door sales involving a cooling-off period. In this trade regulation rule it is an unfair or deceptive act for any seller of merchandise in the amount of \$25.00 or more where the sale is made away from the principal place of business, not to give the purchasers notice of their right of cancellation and allow three days within which the consumer can cancel the contract for any reason whatsoever with any deposit being refunded.

(b) Mail Order Merchandise. Mail order sales is a marketing method whereby orders are solicited for goods which are to be ordered by mail. This rule makes it an unfair and deceptive act for a firm to

- (1) Fail to deliver pre-paid merchandise;
- (2) Fail to deliver within a reasonable time (30 days);
- (3) Fail to refund promptly when such is necessary and;
- (4) Fail to responsively answer consumer inquiries.

This Rule became effective February 2, 1976.

Although there are very many other trade regulation rules, including those relevant to the Magnuson-Moss Warranty Act, for the purpose of this volume, the only additional one to be included is the Commission's Trade Regulation Rule concerning the Preservation of Consumers' Claims and Defenses. This rule became effective May 14, 1976, and the text of the rule very simply is that in connection with any sale or lease of goods or services to consumers, in or affecting commerce, it is an unfair or deceptive act or practice within the meaning of Section 5 of the Federal Trade Commission Act for a seller, directly or indirectly (a) to take or receive a consumer credit contract which fails to contain a bold notice setting forth the fact that a holder of the contract is subject to all claims and defenses which the debtor could assert against the seller. It is likewise necessary for anyone who accepts full or partial payment on such sale or lease to make sure that the notice is on the contract.

Questions have arisen as to the Commission's definition of a purchase money loan, and the Commission has issued a proposed statement of enforcement policy which is not final.

BRIEF OUTLINE OF CONSUMER AFFAIRS LOCAL ASSISTANCE  
(CALA) PROGRAM FOR COUNTY AND MUNICIPAL CONSUMER OFFICES

The Consumer Affairs Local Assistance (CALA) Program was initiated in September 1971 as the innovative thrust of the new Division of Consumer Affairs established in May 1971. Its purpose was to extend the services of the Division at the least cost to the taxpayer and to assist the Division by implementing, through mediation, the Consumer Fraud Act, one of the strongest in the country. Until August of 1976, all litigation under the Act was initiated and prosecuted by the Division.

It consists of a network of local offices with personnel appointed by participating governments who determine whether they are paid or volunteer. The original consumer officers were, for the most part volunteers; but, as they proved of value to their communities, more and more received honorariums or salaries. Offices staffed by volunteers are now in the minority. The CALA Program was and remains the only program of its kind in the country.

The philosophy is consumer advocacy without being anti-business, acknowledging the fact that most businesses wish to treat consumers fairly since they need consumers to return in order to stay in business.

The Division assumes the responsibility of continuing training, education, and counsel--through a supervising program director, two part-time assistants and secretarial help.

There are 100 affiliated offices--sometimes a few more and sometimes a few less--in 20 counties of the State. Of these, 12 are separate county offices and the rest municipal.

Their responsibilities are two fold:

- (1) to ameliorate consumer complaints through mediation or litigation,  
and
- (2) to prevent them through a variety of continuing education programs.

The capability level of the personnel has increased through the years. Written reports received showed 11,064 cases mediated in 1976 with savings to consumers of \$1,341,700. In the first six months of 1977, 8,588 cases had been mediated, a 77% success rate, with savings of \$1,388,841.

Chapter 376 of the Laws of 1975 defines the extent and limitations of jurisdiction under which certified county and municipal offices can litigate under the Consumer Fraud Act. To become certified, personnel must have successfully completed the course of study prescribed by the Attorney General and the Division of Consumer Affairs and must attend seminars and courses on a continuing basis. In the first six months of 1977, \$47,252 was obtained in penalties and restitution, more than double the amount of the preceding six months when the law became effective.

SUGGESTED RESOLUTIONS FOR FORMALIZING  
THE APPOINTMENT OF COUNTY AND MUNICIPAL  
CONSUMER AFFAIRS OFFICERS

WHEREAS, there has been established in the New Jersey Division of Consumer Affairs the Consumer Affairs Local Assistance (CALA) Program, and

WHEREAS, (municipalities) (counties) have been invited to appoint men and women to serve in this program; and

WHEREAS, the New Jersey Division of Consumer Affairs will provide continuing counsel, training, and education to quality county and municipal appointees to mediate consumer complaints and to exercise such powers and duties under the Consumer Fraud Act (56:8-1, et seq.) as have been rendered delegable by the provisions of Chapter 376 of the Laws of 1975;

NOW, THEREFORE, BE IT RESOLVED that the County of \_\_\_\_\_ or the municipality of \_\_\_\_\_ in the County of \_\_\_\_\_, in the State of New Jersey, hereby establishes an Office of Consumer Affairs; and

BE IT FURTHER RESOLVED THAT \_\_\_\_\_ of the County of \_\_\_\_\_, or the municipality of \_\_\_\_\_ in the County of \_\_\_\_\_, is hereby appointed as a Consumer Affairs Officer, pursuant to the power vested in the (cite appointing authority), (Cite ordinance/statutory authority).

(Signature)

\_\_\_\_\_  
Mayor,  
President of Council,  
Chairman of Township Committee,  
Director, Board of Chosen Freeholders,  
or other appointing authority



12. Veteran Status      Veteran \_\_\_\_\_ Disabled Veteran \_\_\_\_\_  
 (If disabled, give percent and particulars under #19)
13. Type of discharge you received.    Honorable \_\_\_\_\_ Dishonorable \_\_\_\_\_ Other \_\_\_\_\_
14. Other Activities
- A. Are you engaged in other business activity or employment?    Yes \_\_\_\_\_ No \_\_\_\_\_  
 If yes, explain.
- B. Do you or does any member of your immediate family own or have any interest in any organization that deals with, is regulated by, or is otherwise affected by the operations of any department or agency of the State which would cause you to be in violation of your public trust or would create a justifiable impression among the public that such trust is being violated?    Yes \_\_\_\_\_ No \_\_\_\_\_
- C. Explain the nature of any of your activities or circumstances that may present possible conflicts of interest.
15. Space for supplementary information re: any of above.

16. References: List below the names, addresses and occupations of three persons to whom you are well known and from whom we may request information concerning your character and personal qualifications.

	Name	Address	Occupation
1.			
2.			
3.			

17. Signature of Applicant

I HEREBY CERTIFY that there are no misrepresentations or falsification in the information stated in this application. I am aware that false or misleading statements will be cause for rejection of requested authorization and powers to exercise such duties under the Consumer Fraud Act (56:8-1 et seq) as have been rendered delegable by the provisions of Chapter 376 of the Law of 1975, or cancellation of authorization previously given.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

## ELEMENTARY STEPS IN HANDLING CONSUMER COMPLAINTS

### CONSUMER OFFICES

Consumer Offices with paid staffs have, of course, regularly assigned office space.

Those staffed by volunteers should be assigned appropriate locations for the taking of complaints and for conferences when a permanently assigned location is either unavailable or unnecessary.

### ACCEPTING A CONSUMER COMPLAINT (Suggested Sample Form Included)

1. Complaints are accepted in person with a statement written and signed by the consumer.
2. Signed letters can be accepted as complaints and should be acknowledged immediately.
3. The complaint should be complete, and documentation such as, sales slips, guarantees, correspondence, are required before a formal investigation can be started.

### REGISTERING EACH COMPLAINT WITH DIVISION

Complaint Registration Cards are provided, printed in pads in series of 3. A facsimile follows, including directions.

### STEPS IN INVESTIGATION

1. The first step after accepting a documented complaint is to report the complaint to the business, (the subject) against which the complaint has been made. Attitudes or statement given to the Investigator in confidence must be kept in confidence. A simple misunderstanding is usually corrected immediately by the business concerned.
2. The investigation may include many separate conversations between the consumer officer and the complainant, and then the consumer officer and the subject. Conferences with both present are sometimes necessary. This is the process of mediation.
3. The conclusion is usually a compromise: seldom is the consumer or the subject of the complaint completely right or wrong.

### CLOSING THE INVESTIGATION AND THE CASE

1. Successful mediation may not involve money savings. New Jersey law does not require a refund or credit, though either may be secured in mediation or litigation.
2. Savings include (a) Cash Refund;  
(b) Contract Completed which has the value of the cost of the original contract less the value of any work completed at

## CLOSING THE INVESTIGATION AND THE CASE (CONT'D)

- the time the complaint is made;
- (c) Contractual Obligation Voided equals the cost of the original contract less money value of service received at the time the complaint is made and less any legitimate administrative cost;
  - (d) Exchange Effected is money value of product exchanged.
3. Litigation requires documentation indicating fraud as defined in the Consumer Fraud Act and the Supplementary Regulations. It can be initiated in four ways:
- (a) through the municipal courts;
  - (b) through Small Claims Section of County Courts except in Union and Warren Counties;
  - (c) through a private attorney;
  - (d) at county and municipal levels by exercising such powers and duties under the Consumer Fraud Act (56:8-1, et seq.) as have been rendered delegable by the provisions of Chapter 376 of the Laws of 1975.
4. Referral is the proper step when complaint is received that comes within jurisdiction of another agency at local, state, or federal level.
5. Other Methods of Closing
- (a) If a complaint is presented without substantiated evidence, the case is closed.
  - (b) If a complainant presents good evidence but refuses to sign and stand back of it, the case is closed.
  - (c) If mediation is unsuccessful after every known approach is used and there is insufficient evidence for legal action, the case is closed.
- NOTE: Consumer should be notified in writing when case is closed with reason for closing.

## REPORTING

1. Municipal and county offices should report regularly to their governments on a schedule of mutual convenience.
2. In counties where there are separate county consumer offices, municipalities are to submit reports at the end of each month to their respective county offices. A sample Monthly Report form is included in Appendix.
3. County Offices include report of municipalities in their monthly reports to the Division of Consumer Affairs at the end of every month.
4. The Division reports in summary to the Office of the Attorney General who, in turn, reports to the Governor.

CONSUMER COMPLAINT FORM

Date: \_\_\_\_\_

Referred by: \_\_\_\_\_

COMPLAINANT (Please Print)

SUBJECT

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

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Transaction: \_\_\_\_\_ Name of Salesperson: \_\_\_\_\_

Have you discussed the complaint with the company? Yes \_\_\_\_\_ No \_\_\_\_\_

If so, when?

What was their reaction?

Have you referred the complaint to any other person or agency?

Yes \_\_\_\_\_ No \_\_\_\_\_

If so, to whom? \_\_\_\_\_ What was the reaction?

Describe your complaint. Give specific facts. Include advertisement, receipts, contracts, and other documents that support your complaint.

\_\_\_\_\_  
(Signature of complainant)

Return to:

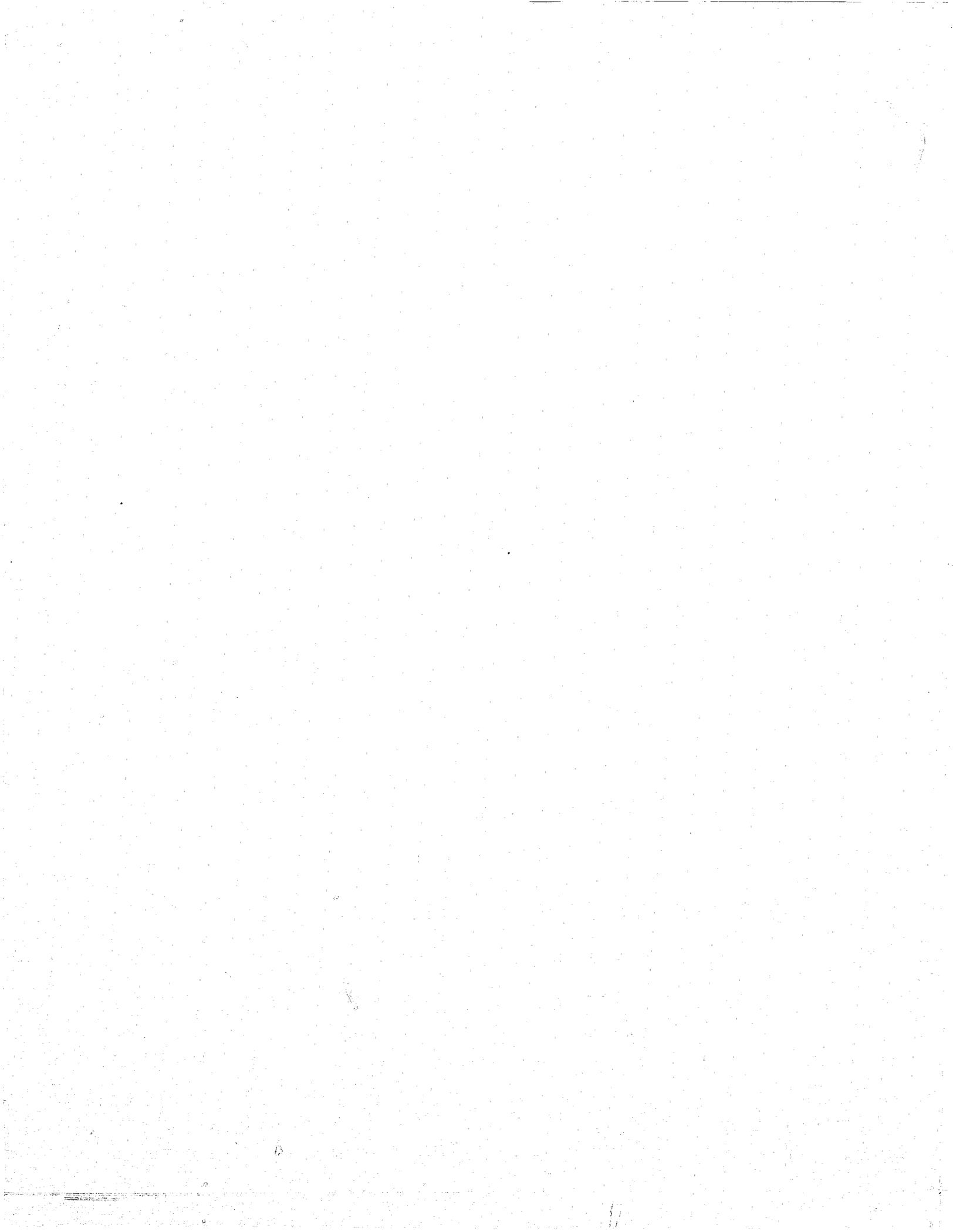
\_\_\_\_\_  
Name of Consumer Affairs Officer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Municipality or County Represented

\_\_\_\_\_  
Phone:

Affiliated with the  
NEW JERSEY DIVISION OF CONSUMER AFFAIRS  
Room 504, 1100 Raymond Blvd., Newark, N. J. 07102



**CONTINUED**

**1 OF 2**

INSTRUCTIONS FOR USE OF COMPLAINT REGISTRATION CARD

N.J. DIVISION OF CONSUMER AFFAIRS, 1100 Raymond Blv'd., Newark, N.J. 07102

COMPLAINT REGISTRATION CARD

SUBJECT: \_\_\_\_\_ DATE OF COMPLAINT \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
(PRINT) \_\_\_\_\_  
\_\_\_\_\_ TEL.: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
MUNICIPALITY AND STATE OF TRANSACTION, IF OTHER THAN ABOVE

COMPLAINANT: \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
(PRINT) \_\_\_\_\_ TEL.: \_\_\_\_\_  
\_\_\_\_\_

ALLEGATION: \_\_\_\_\_  
\_\_\_\_\_

ASSIGN TO: \_\_\_\_\_ OFFICE \_\_\_\_\_ TEL.: \_\_\_\_\_

DISPOSITION:

GENERAL PROCEDURES: Place carbon between cards. Type or print. Write ALL last names first. In cases received directly by local office, send yellow (first copy) to Division on ALL complaints. Send white (original) to Division when case closed to indicate disposition. Pink card (second copy) is for records of local office. In cases referred to county and municipal consumer offices by State Office of Consumer Protection, white card will be sent with complaint and will include identifying data and allegation. Yellow card will be placed immediately in the file of the Action Line by O.C.P. When case is closed, the white card is to be completed and sent to Division within ten days of closing, with disposition noted and date of closing.

DATE OF COMPLAINT refers to the date the complaint is received in the particular office in person or in writing.

ADDRESSES AND PHONE NUMBERS of the subject of the complaint and the complainant must be complete.

MUNICIPALITY, STATE OF TRANSACTION, IF OTHER THAN ADDRESS OF SUBJECT: Some complainants include the corporate address when, in fact, the transaction

took place in another municipality or even another state. In such instances, both addresses of the subject are needed.

ALLEGATION is a statement of complaint. It must be brief and specific. A complaint of one business against another can be acceptable, although it is usually from an individual against a business. This is an administrative decision to control an extensively heavy case load on the basis that many businesses have their own attorneys or trade associations to speak for them. Individual consumers, in most instances, do not. "Index of Citations from the Consumer Fraud Act" may be helpful in defining allegations. Requests for information are considered inquiries and do not require entry on Registration Cards.

DISPOSITION: Always include date of closing. Please use one of the following words or phrases to indicate the basis of closing. After that, add useful details as space permits.

Savings refers to money refunded or the dollar value of contract completed, contractual obligation voided or exchange effected resulting from the investigation and mediation completed by the consumer office staff, or other services with a money value:

Cash Refund is actual money returned to complainant;

Contract Completed is price of original contract less money value of work completed at time of complaint is made;

Contractual Obligation Voided equals price of original contract less money value of service already received at time of complaint less any legitimate administrative costs of the business;

Exchange Effected is money value of product secured through services of Investigator to replace defective merchandise;

Other Services refer, for example, to the dollar value of work completed beyond the requirements of the original contract.

Litigation refers to penalties or restitution through county/municipal litigation.

Referral relates to complaints sent to other governmental or private agencies.

Other Closings include:

- (1) unjustified complaint;
- (2) undocumented complaint;
- (3) complaint with insufficient evidence to substantiate it.

Mediation Unsuccessful results when neither party will compromise and there is an inadequate basis for litigation.

INDEX OF CITATIONS FROM  
THE CONSUMER FRAUD ACT  
and  
SUPPLEMENTAL REGULATIONS

This unit includes delineations of the general definitions of fraud in the Act (56:8-2), and the elements of most of the very specific Regulations. Excluded are Regulation on Sale of Meat at Retail and Regulation on Record Keeping and Itemization of Funeral Expenses, which are administered respectively by two agencies within the Division, the Office of Weights and Measures and the Board of Mortuary Science.

N.J.S.A. 56:8-1 et seq.

CONSUMER FRAUD ACT

Unconscionable commercial  
practice (8-2)  
Deception (8-2)  
Fraud (8-2)  
False pretense (8-2)  
False promise (8-2)  
Misrepresentation (8-2)  
Concealment (8-2)  
Omission (8-2)  
Impersonation (8-2.1)  
Bait and switch (8-2.2)  
Prizes (8-2.3)  
Picture (8-2.4)  
Label (8-2.5)  
Charities (8-2.7)

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N.J.A.C. 13:45A-7

DECEPTIVE AUTO REPAIR AND  
ADVERTISING PRACTICE

Exemptions from rule (7.1-4)  
Untrue statement (7.2a 1)  
Misleading statements (7.2a 1)  
Written authorization (7.2a 2)  
Nature of repair (7.2a 2)  
Nature of problem (7.2a 2)  
Odometer reading (7.2a 2)  
Written estimate total (7.2a 3i)  
Written estimate itemizes (7.2a 3ii)  
Diagnostic charge (7.2a 3ii)

DECEPTIVE AUTO REPAIR AND  
ADVERTISING (CONT'D)

Double diagnostic charge (7.2a 3ii)  
Specific repair estimate (7.2a 3iii)  
Waiver (7.2a 3iv)  
Consumer copy (7.2a 4)  
False promise (7.2a 5)  
Charging for unauthorized additional work (7.2a 6)  
Unauthorized additional work (7.2a 6)  
Failure to return parts (7.2a 7)  
Failure to record used parts (7.2a 8)  
Guaranty, failure to deliver (7.2a 9)  
Guaranty, nature and extent (7.2a 9i)  
Guaranty, manner of (7.2a 9ii)  
Guarantor's identity (7.2a 9iii)  
Guaranty, prorated adjustment (7.2a 10)  
Guaranty, fictitious price (7.2a 10)  
Failure to post Consumer's Rights (7.2a 11)  
Exception to rule (7.2a 12)  
Unconscionable practices (7.2a 13)

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N.J.A.C. 13:45A-2

MOTOR VEHICLE ADVERTISING PRACTICES

Bait and switch (2.2ali)  
Display (2.2a lii 1)

MOTOR VEHICLE ADVERTISING PRACTICES  
(CONT'D)

Disparagement (2.2a 1ii 2)  
Refusal to take order (2.2a 1ii 3)  
Refusal to submit order (2.2a 1ii 4)  
Defective auto (2.2a 1ii 5)  
Switching (2.2a 1ii 6)  
Failure to deliver on time  
(2.2a 1ii 7)  
Salesman plan (2.2a 1ii 8)  
True name (2.2.2a)  
Total selling price (2.2.2b)  
Freight and shipping in price  
(2.2.2c)  
Trade in deductions (2.2.2d)  
Manufacturer's price (2.2.2e)  
No. of cylinders (2.2.2fi)  
Transmission (2.2.2 fii)  
Steering (2.2.2 fiii)  
Airconditioning (2.2.2 fii)  
"Executive" odometer reading  
(2.2.2g)  
Make/Model (2.2.2h)  
No. in stock (2.2.2i)  
Suppression of prior use (2.2.2j)  
Options (2.2.2 ki)  
Option cost (2.2.2kii)  
Used auto odometer reading (2.2.2 l)  
"Easy" credit (2.2.3i)  
Regular price (2.2.4a 1)  
5% sale (2.2.4a 2)  
Keep records (2.2.4a 3b)  
Warranty limitations (2.2.5 i 1)  
Warranty repair (2.2.5i2)  
Warranty percentage limits (2.2.5i3)  
Word "guaranty" (2.2.6i 1)  
Deceptive guaranty (2.2.6i2)  
Visual deception (2.2.7i)  
False pretense (2.2.7ii)  
"Lowest prices" (2.2.7iii)  
Dealer's cost (2.2.7 iv)

N.J.A.C. 13:45A-14

UNIT PRICING OF CONSUMER COMMODITIES  
IN RETAIL ESTABLISHMENTS

Exempted locations (14.3)  
Single establishments grossing less than  
\$2 million in preceding year (14.3(a)1)  
Establishment having less than 4,000  
sq. feet (14.3(a)2)

UNIT PRICING OF CONSUMER COMMOD-  
ITIES IN RETAIL ESTABLISHMENTS  
(CONT'D)

Establishments whose sales of  
regulated items are less than  
30% of gross (14.3(a)3)  
Dry unit not measured in net  
weight (14.4)  
Liquid unit not measured in net  
contents or fluid ounces (14.4)  
Commodity not measured in  
Approved Unit of Measure  
(14.4)  
Exempted commodities (14.5)  
Prescription medicine (14.5(a)1)  
Vitamins (14.5(a)2)  
Beverages subject to Federal  
Labeling laws (14.5(a)3)  
Meat packages regulated by  
Weights & Measures-NJAC  
13:47D-4.1 Marking (14.5(a)4)  
Plainly marked items sold by  
their unit of measure  
(14.5(a)5)  
Co-mingled one-price sale items  
(14.5(a)6)  
Five ounce or less Snack foods  
(14.5(a)7)  
Five ounce or less spices/  
flavoring (14.5(a)8)  
All items not listed as Regula-  
ted Items (14.5(a)9)  
Failure to calculate retail price  
to nearest cent where \$1 or  
more (14.6(a))  
Failure to calculate retail  
price to nearest one-tenth  
of cent when .99 or less  
(14.6(b))  
Failure to round to nearest cent  
or one-tenth cent (14.6(c))  
Failure to express numerical  
price in equal terms on label  
(14.6(d))  
Use of a non-approved label  
(14.7)  
Use of a non-approved price  
sign or list (14.8)  
Use of a non-approved price tag  
(14.9)  
Improper label location  
(14.10(a)1)  
Exemption for Technical Errors .  
(14.13)

N.J.A.C. 13:45A-12

SALE OF DOGS AND CATS

- Failure to provide Animal History Certificate (12.2)
- Failure to provide signed Animal History Certificate (12.2)
- Failure to include breed, sex, color and birth date (12.2a)
- Failure to include name and address of source of pet (12.2b)
- Failure to include breeder's name and address and letter number (12.2c)
- Failure to include registration number of pet's sire and dam (12.2d)
- Failure to include date dealer took possession of pet (12.2e)
- Failure to include date pet was shipped to dealer, if known (12.2f)
- Failure to include date of examination, name, address and findings of veterinarian and examination (12.2g)
- Failure to include history of vaccinations, type and amount, name and address of administering veterinarian (12.2h)
- Failure to include health warning (10 pt. type) in Certificate (12.2)
- Failure of dealer to maintain copy of Animal History Certificate for 1 year from date of sale (12.2)
- Misrepresentation of any of the above required facts (12.3)
- Failure to offer consumer choice of options (12.4)
- Failure to honor consumer's request for cash refund and examination fee (12.4a)
- Failure to honor consumer's request for cost of medical treatment not to exceed sale price of pet (12.4b)
- Failure to honor consumer's request for exchange animal of equivalent value plus examination fee (12.4c)

- Failure to honor above options within 10 business days of receipt of vet. cert. (12.4)
- Failure to provide consumer with notice of consumer's rights (12.6)
- Failure to provide consumer's option if registration or papers not delivered within 90 days from sale date (12.7)
- Failure to conspicuously display a 22" x 18" notice of regulation (12.8)
- Solicitation of consumer waiver of above (12.9)

Exceptions:

- Vet. examination must be performed within 14 business days of consumer's receipt of animal (12.4)
- Vet. certification must be presented to dealer within 3 business days of its receipt by consumer (12.5)
- Certification must contain 8 specific facts (12.5)
- Modification of presence of internal parasites (12.5)
- Injury subsequent to possession by consumer (12.5)

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N.J.A.C. 13:45A-5

DELIVERY OF HOUSEHOLD FURNITURE AND FURNISHINGS

- Failure to deliver on a specific date (5.1a1)
- Offer to refund (5.1a2)
- Offer to extend delivery date (5.1a3)
- Order form statement (5.2a)
- Failure to insert delivery date (5.2b)
- Statement of seller's obligation (5.3)

N.J.A.C. 13:45A-4

BANNED HAZARDOUS PRODUCTS

Sale of products banned by Consumer  
Product Safety Commission (4.1)

\*\*\*

N.J.A.C. 13:45A-8

TIRE DISTRIBUTORS AND DEALERS

Name and address of tire purchaser (8.2b1)  
Tire identification number (8.2b 2)  
Name and address of seller (8.2b 3)

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N.J.A.C. 13: 45A-1

MAIL ORDER PRACTICES

Six weeks (4 options) (1.1b)  
Exemptions (1.1.4d 1 thru 4)  
Mailing address (1.1e)

N.J.A.C. 13:45A-10

SERVICING AND REPAIRING OF HOME  
APPLIANCES

Manufacturer's warranties (10.2a 1)  
Dealer's warranties (10.2a 2)  
Service contract diagnostic charges  
(10.2a 3i)  
Service contracts, computations  
(10.2a 3ii)  
Notification of charges (10.2b 1)  
Charge computations (10.2b 2)  
Written authorization to begin work  
(10.3a 1)  
Verbal authorization to begin work  
(10.3a 1)  
Failure to provide consumer's copy  
(10.3a 2)  
False promises (10.3a 3)  
Unauthorized additional work  
(10.3a 4)  
Failure to return replaced parts  
(10.3a 5)  
Exceptions to rule (10.4)

LETTERS: SUGGESTED WORDING FOR REPEATED SITUATIONS

The following samples suggest wordings to handle situations that occur frequently. For future reference, name and address of both consumer and business should be included at the top. The title of the writer should be included with the signature unless it is part of the printed identification. A 5" x 7" printed memorandum form with formal office identification is useful for brief handwritten notes when secretarial help is not available.

RE: PROMPT ACKNOWLEDGMENT OF COMPLAINT RECEIVED

(1) Your complaint has been received and investigation has been started.

We will communicate with you as soon as possible.

or

(2) Your complaint has been received and is being referred to \_\_\_\_\_  
Agency  
which has jurisdiction.

They have been requested to communicate with you. Any further correspondence should be addressed to them.

or

(3) Your complaint has been received. It is not within our jurisdiction because \_\_\_\_\_.

You may wish to consult a private attorney or file a claim in the Small Claims Division of the County Court System in the county where the business is located.

We hope we have been of some assistance.

\*\*\*\*

RE: COMPLAINT OF ONE BUSINESS AGAINST ANOTHER OR ONE PERSON AGAINST ANOTHER PERSON

A review of the facts you submitted indicates you are representing a business in a complaint about another business OR you are complaining about a problem with a private citizen, not against business. Due to staff limitations, it is our administrative procedure to handle disputes which arise between a consumer and a merchant.

Should you desire to pursue this matter, you can consult with a private attorney, or bring an action in the Small Claims Division in the County Court in which the subject of your complaint is located.

\*\*\*\*

RE: COMPLAINTS OF POOR WORKMANSHIP OR A BREACH OF CONTRACT

The evidence that you submitted seemed to indicate that the complaint was one of \_\_\_\_\_. Our investigation produced insufficient evidence to warrant formal litigation through this office and we regret that our efforts to resolve it through persuasion and mediation were unsuccessful.

Should you desire to pursue this matter further, you can file a claim in the Small Claims Division of the County Court in which the business is located, or consult a private attorney.

\*\*\*\*

RE: INDIVIDUAL LITIGATION: ANOTHER WAY OF SAYING IT

If you wish to take further action, there are two options to suggest:

- (1) A Small Claims Division is located in every county court except Warren and Union. Suit may be filed for damages up to \$500 without attorney and for a small filing fee.
- (2) In a successful private action, filed under the provisions of the Consumer Fraud Act, a consumer shall receive treble penalties, plus reasonable attorney's fee, court costs, and filing fees. A county bar association can suggest attorneys if you need this information.

\*\*\*\*

RE: INFORMATION REQUESTED AND NOT RECEIVED

In acknowledging your complaint, we requested information to assist us in our investigation: copies of contracts, receipts, warranties, guarantees, correspondence and any other papers relevant to the complaint.

To date, we have received nothing further from you. Unless we hear within five days, we shall be obliged to close our file.

\*\*\*\*

RE: SCHEDULING OF INFORMAL CONFERENCES

I have been unsuccessful in reaching you and request that you come to this office on \_\_\_\_\_ at \_\_\_\_\_ to discuss the complaint of \_\_\_\_\_, \_\_\_\_\_ (Name), \_\_\_\_\_ (Address).

If you have a conflicting appointment, please phone at once to set another mutually convenient time.

NOTE: Such a conference is not a hearing which is a term used for a legal proceeding.

\*\*\*\*

RE: CERTIFIED LETTER, RETURN RECEIPT REQUESTED, TO UNCOOPERATIVE  
BUSINESS

Since you did not appear at the scheduled conference on \_\_\_\_\_  
to discuss the complaint of \_\_\_\_\_ and did not call to reschedule  
your appointment, it will be necessary for me to refer this matter  
to the (County Office of Consumer Affairs) or (Division of Consumer  
Affairs) for consideration of further action including the possi-  
bility of litigation.

RE: THANKS TO COOPERATIVE BUSINESS

The \_\_\_\_\_ Office of Consumer Affairs thanks you very much  
for your conscientious and prompt settlement of the complaint from  
the above named consumer.

We have closed our file.

## INVESTIGATIVE CONFERENCES

### WHY IS AN INVESTIGATIVE CONFERENCE HELD?

When a lack of cooperation on the part of the business, which is the subject of the complaint, has precluded completion of mediation; or when a consumer complaint indicates a serious problem which may warrant consideration of litigation, an Investigative Conference is scheduled.

### HOW IS THE DATE ARRANGED?

Preliminary arrangements vary according to each individual complaint. Most informal is, of course, a phone call. In succeeding order would be a first class letter; or a certified letter, return receipt requested; and failing in these, a subpoena may be served. The conference date should be scheduled ten days in advance to allow for an opportunity to determine another mutually convenient time when the subject has an unavoidable conflict.

### WHAT PHYSICAL ARRANGEMENTS AND PROCEDURES SHOULD BE FOLLOWED?

1. A large conference table is desirable. Know in advance who will attend and place the consumer and subject facing each other but at a reasonable distance to avoid bodily contact. Consumer tensions can create active anger.
2. At the opening of the conference, have those in attendance identify themselves with their respective titles and record that information.
3. Explain the purpose of the conference and the rules of procedure. Emphasize that it is an investigative conference, not an Administrative Hearing, arranged to bring the two parties together informally to resolve differences that were not settled in individual conversations and/or conferences.
4. Keep control of the conference at all times. At such a conference, an attorney representing a subject is just another interested party. Request counsel to use simple layman's language and remind counsel that rules of evidence are not applicable.
5. Allow the consumer to state his or her allegations without interruptions from the subject's side. When consumer completes the initial presentation, then allow the subject to state his or her case. Then proceed with the mediation. Avoid crossfire discussion that might result in heated argument.
6. If it is considered advisable to speak to either party separately, arrange such a conversation at an area away from the conference table. This procedure can be very helpful in arranging settlements.
7. If an agreement is reached, put it in writing, preferably in affidavit form, and have all parties sign. If at all possible, have signatures and agreement notarized. Make diagrams if necessary. If

time element is involved, make sure that compliance dates are specified.

8. At the conclusion, summarize the results of the conference and emphasize the compliance dates and deadlines if any.

REMARKS:

- \*Do not make a threat that you may not be able to carry out.
- \*Stay away from bargaining in anyone's behalf.
- \*Do not involve yourself as an individual by injecting your personal experiences which might appear to be similar to the case you are handling.
- \*After the conclusion of the conference, avoid private conversations with subject or consumer, because they may lead to unpleasant remarks, or may be considered evidence of bias.

MONTHLY REPORT

REPORT OF \_\_\_\_\_ for \_\_\_\_\_ 197\_\_\_\_  
Office Represented Month

If a county office, municipal offices included are:

CASES HANDLED:

- 1. Cases at beginning of Period \_\_\_\_\_
- 2. New Cases \_\_\_\_\_
- 3. Cases Closed \_\_\_\_\_
  - Mediation \_\_\_\_\_
  - Referral \_\_\_\_\_
    - a. To Division \_\_\_\_\_
    - b. To other agencies \_\_\_\_\_
    - c. To Small Claims \_\_\_\_\_
    - d. To private attorney \_\_\_\_\_
  - No Cause for Action \_\_\_\_\_
  - Legal Action \_\_\_\_\_
    - a. Court Action under Chapter 376 \_\_\_\_\_  
Laws of 1975
    - b. Consent Order under Chapter 376 \_\_\_\_\_  
Laws of 1975
    - c. Action through Municipal courts \_\_\_\_\_
    - d. Consent Order through Municipal courts \_\_\_\_\_
- Cases Closed - Total \_\_\_\_\_
- 4. Cases at end of period = 1 + 2 - 3 \_\_\_\_\_

SAVINGS:

- 1. Money Returned to Consumer \$ \_\_\_\_\_
- 2. Contractual Obligations Voided \_\_\_\_\_
- 3. Value of Exchanges Effected \_\_\_\_\_
- 4. Value of Contracts Completed \_\_\_\_\_
- 5. County/Municipal Litigation \_\_\_\_\_
- 6. Other Services \_\_\_\_\_
- TOTAL SAVINGS: \$ \_\_\_\_\_

DATE: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_  
TITLE

MAIL TO: N. J. DIV. OF CONSUMER AFFAIRS, 1100 RAYMOND BLVD., NEWARK, N.J. 07102

EXPLANATION OF REPORT FORM

REPORT OF .....  
Insert name of county or municipal office compiling report.

MONTH refers to calendar month.

CASES HANDLED

1. Cases at Beginning of Period are open cases carried over from preceding month.
2. New Cases are those registered for the first time during month covered by report, or previously closed cases reopened during the period.
3. Cases Closed  
Mediation successful refers to cases resolved by county or municipal consumer offices without litigation.  
Mediation unsuccessful refers to cases which could not be resolved satisfactorily through persuasion and which provided no basis for litigation.  
Referrals, Legal Action, No Cause for Action seem self explanatory. If in doubt, phone the Division (201) 648-2467.
4. Cases at end of period are the cases still open but registered prior to month of report plus new cases not completed minus the total number of cases closed in all categories.

SAVINGS

1. Money returned to consumer equals a cash refund.
2. Contractual Obligations Voided equal cost of original contract less cost of services received, less cost of reasonable administrative expenses of business in handling contract.
3. Value of Exchanges Effectuated refers to the estimated dollar value of merchandise replaced.
4. Value of Contract Completed is the price of the original contract less money value of work completed at time complaint is accepted.
5. Value of Judgments in Local Litigation refers to dollar value of penalties assessed and restitution made as result of litigation initiated by county or municipal office of consumer affairs.
6. Other Services: One example is money value of work completed above the value of the contract.

TOTAL SAVINGS IS THE TOTAL OF 1, 2, 3, 4, 5, 6.

DATE PREPARED BY

The date refers to the date the report is compiled, and prepared by refers to the person authorized to prepare the report.

SUGGESTED STEPS  
IN HANDLING COMPLAINTS  
ON NEW HOUSING

- I. Review complaint as filed.
- II. Determine whether there is a pattern of similar complaints against the subject.
- III. Make personal inspection
  - A. To determine validity of allegations.
    1. Home owner's maintenance.
    2. Items within builder's responsibility
      - a. 30 day list
      - b. Contractor's guarantees
  - B. To hold personal discussion with the complainant at the site.
  - C. To ascertain whether the problems are beyond the scope of the investigator's knowledge and require the opinion of one or more technical experts.
- IV. Contact builder in writing, with regard to those items which the investigator considers to be within the builder's responsibility.
- V. Contact Municipal Officials.
  - A. Building Inspector
  - B. Municipal Engineer if necessary.
  - C. Other Municipal Inspectors if necessary.
- VI. Check conformity with State and Municipal building codes.

NOTE: B. O. C. A. Code (Building Officials Congress of America) sets minimum standards.
- VII. Check standards promulgated by manufacturers' association which indicate proper installation, procedures, and generally accepted methods of construction
- VIII. Consider retaining an expert building consultant..
  - A. To inspect home and submit report of findings.
    1. Code violations
    2. Violation of manufacturer's recommendations
    3. Cost of repair
    4. Loss of value
  - B. To be available as an expert witness.
- IX. Preparation of investigative reports and investigative checklist for evaluation by attorney if litigation seems to be warranted. (Samples of investigative checklist included in MANUAL).

## RENT SECURITY DEPOSITS

(N.J. Revised Statutes, Chapters 46:8-19 to 46:8-26. Chapter 223 - 1971, June 21)

### WHAT IS A RENT SECURITY DEPOSIT?

A Rent Security Deposit is an amount of money, or other form of security, deposited by a person who wishes to rent a residential unit, with the person who owns or controls the rental unit.

A Rent Security Deposit is held in trust for, and continues to be the property of the person making the deposit, unless it is used according to the terms of the lease. If not so used, it must be returned, with interest, to the person who made the deposit at the end of the lease or credited to the tenant on first month rental of renewed lease.

The deposit may not be mingled with the funds of the person receiving it, nor does it become an asset of the person receiving it.

### WHY IS A RENT SECURITY DEPOSIT NECESSARY?

The Security Deposit is primarily to protect the owner of the rental property against:

1. Unpaid rent loss.
2. Damage to the premises by the tenant.

### WHAT PROPERTIES REQUIRE A SECURITY DEPOSIT (46:8-26)

All residential rental premises, except when owner occupied with no more than two rental units.

### HOW MUCH SECURITY DEPOSIT MAY BE REQUIRED (46:8-21.2)

The deposit may not exceed 1½ months' rent.

### HOW MUST A SECURITY DEPOSIT BE HANDLED? (46:8-19)

1. It must be deposited in a banking institution or Savings and Loan Association, insured by an agency of the Federal Government, in an account bearing interest at the rate currently paid by such institutions on savings deposits.
2. The person receiving the deposit must, within 30 days thereafter, submit in writing to each person making such deposit, the name and address of the banking institution where the money is held and the amount of the deposit.

If the person receiving the Security Deposit fails to notify the tenant of the name and address of the banking institution within 30 days after receipt of the Security Deposit, the tenant may give written notice to the person holding the deposit that the money is to be applied to rent payments due, or to become due, and the tenant shall be without further Security Deposit obligation for the term of his lease, and the person

HOW MUST A SECURITY DEPOSIT BE HANDLED? (46:8-19) (CONT'D)

receiving the Security money shall not be entitled to make a further demand for a Security Deposit.

WHO GETS THE INTEREST EARNED? (46:8-19)

1% per annum of the interest rate shall belong to the holder of the Security Deposit, in lieu of all administrative and custodial expenses, and the remaining interest earned is the property of the tenant. If the current interest rate were 4%, the custodian may keep 1%, and the tenant get 3%.

WHAT HAPPENS TO SECURITY DEPOSIT AND INTEREST WHEN LEASE EXPIRES?

1. If lease is being renewed (46:8-19), Security Deposit may remain on deposit, but tenant's portion of the interest must be either paid to tenant or credited to rent.
2. If lease is not being renewed (46:8-21.1), Security Deposit and tenant's portion of the interest must be returned to tenant by personal delivery or certified mail within 30 days, less any charges expended in accordance with the terms of the lease. Any such expenditures shall be itemized and the tenant notified thereof by certified mail.

If any action by a tenant for the return of such moneys, the court finding for the tenant shall award recovery of double the amount of said moneys, and costs.

WHAT HAPPENS WHEN THE PROPERTY OWNERSHIP CHANGES DURING THE TERM OF A LEASE? (46:8-20)

N.J.S.A. 46:8-20 establishes three alternative procedures which must be followed where a landlord sells, conveys, or assigns property or is subject of a foreclosure action.

CAN RIGHTS BE WAIVED? (46:8-24)

No: "Any provision of such a contract, lease, or agreement whereby a person who so deposits or advances money waives any provision of this act is absolutely void."

## CONTACT LIST

The following list has been compiled to expedite investigations. It is not to be considered a complete reference list for any category nor is it an endorsement of any individual, business, or organization. It includes names, phones, addresses of persons and locations where specific help has been secured.

It has been supplied by the State Office of Consumer Protection and many Consumer Offices affiliated with the Division in the Consumer Affairs Local Assistance (CALA) Network. It is as current and exact as possible. Send any additions or corrections to the Division of Consumer Affairs.

Ignacio Cruz of the Hispanic Section of the Office of Consumer Affairs has supplied listing of agencies proven effective in working with Spanish speaking consumers.

### AGING - SENIOR CITIZENS

(Federal) Administration on Aging  
Dept. HEW, Office of Public Inquiry  
Washington, D. C. 20224  
(202) 245-0230  
Attention: Virginia Douglas

State Office on Aging  
N.J. Dept. of Community Affairs  
P.O. Box 2768  
363 West State St  
Trenton, NJ 08625  
(609) 292-3765

Note: All Counties have  
Office on Aging

Senior Citizen Hot Line  
(800) 792-8820

Retirement Villages  
(609) 292-6192

### APPLIANCES

Admiral TV & Appliances  
Rutherford, NJ  
Mr. Mee, Service Mgr.  
(201) 933-8700  
Mr. Supino, Sales Mgr.  
(201) 933-9000

### APPLIANCES (CONT'D)

Caloric Corp.  
Washington & Heffner St  
Topton, Pa. 19562  
P.H. Gagnon, Consumer Communicat.  
Mgr.

Fedder Corp.  
Attention: Joel Gold  
(201) 549-7200  
Repair Referral: Toll free  
(800) 243-6066

Frigidaire Corp.  
Main Office, Att.: John Marin  
500 E. Huntington Park Ave  
Philadelphia, Pa 19124  
Customer Service: White Plains, NY  
Attention: Charles Wilbur  
(914) 761-0072

General Electric Corp.  
Appliance Park  
Louisville, Kentucky 40225  
Attention: Cosgrove J. Eckle  
Customer Relations

G.E. Sales & Service  
Little Falls, N. J.  
Mr. Hommes, Customer Relations  
(201) 256-8770

APPLIANCES (CONT'D)

Hot Point Service  
Little Falls, NJ  
(201) 256-8850

Kelvinator Appliance Corp.  
4248 Kalamazoo Ave, SE  
Grand Rapids, Mich. 49508  
Attention: H. C. Horstmanshof

MACAP Appliances Action  
20 North Wacker Dr  
Chicago, ILL. 60606  
(312) 236-3165  
(800) 621-0477

Maytag Co.  
Consumer Info. Center  
Newton, Iowa 50208

Panasonic Corp.  
Richard Ventimiglia  
Dir. of Consumer Aff.  
Secaucus, NJ

RCA Corp.-Whirlpool Appl.  
Mr. Hollander  
District Service Mgr.  
(212) 594-6388  
Toll Free Hotline  
(800) 253-1301

Sony Corp.  
1 Sony Dr  
Moonachie, NJ 07074  
(201) 614-1400

Westinghouse  
Consumer Relations Rep.  
Toll Free (800) 245-0600

Whirlpool - See RCA Corp.

Zenith Corp.  
1900 N. Austin  
Chicago, ILL  
Donald Nevin, Pres.

AUTOMOBILES

Automobile Gasoline Adulteration

Office of Weights & Measures  
187 West Hanover St  
Trenton, NJ 08625  
(609) 292-4615

Automobile Insurance

Dept. of Insurance  
Division of Investigation & Complaints  
201 East State St  
Trenton, NJ 08625  
(609) 292-5374  
Dr. Eleanor J. Lewis, Ass't Commis.  
Consumer Services

Automobile Loans

Dept. of Banking  
Office of Consumer Affairs  
36 West State St  
Trenton, NJ 08625  
(609) 292-9782, 9783

Automobile Manufacturers-Domestic

American Motor Corp.  
P.O. Box 500  
144 Saw Mill River Rd  
Elmsport, NY 10523  
(914) 592-6000

Chrysler-Plymouth  
Chrysler Corp.  
500 Rt. 303  
Tappan, NY  
Attention: Mr. Messina or Mr. Wayne  
(914) 627-2200, 2201, 2203  
Customer Relations: Don Stitt  
(914) 627-2209  
Service & Parts: Lloyd Kanim,  
District Mgr.

Ford Motor Company  
Ford Customer Service Division  
Route #46  
Teterboro, NJ 07608  
Attention: Jim Chisholm

AUTOMOBILES (CONT'D)

General Motor Corporation  
Owner Relations Dept.  
485 Milwaukee Blvd  
Detroit, Mich. 48202  
G. W. Warren, Mgr.  
(313) 556-5219

Automobile Manufacturers-Imports

British Leland Motors, Inc.  
600 Willow Tree Td  
Leonia, NJ 07605  
(201) 461-7300

Leland Motor Sales, Inc.  
120 Commerce St  
Carlstadt, NJ 07072  
(201) 935-9300

Fiat Distributors, Inc.  
155 Chestnut Ridge Rd  
Montvale, NJ 07645  
(201) 573-3700  
Dom. DeCapria, Cust. Relations  
(201) 573-3811

Mazda Motors of America, Inc.  
60 New England Ave  
Piscataway, NJ 08854  
(201) 752-5800

Mercedes-Benz of North America, Inc.  
One Mercedes Dr  
Montvale, NJ 07645

Porsche-Audi Division  
818 Sylvan Rd  
Englewood Cliffs, NJ 07632  
(201) 567-7600

Renault, Inc.  
100 Sylvan Ave  
Englewood Cliffs, NJ 07632  
(201) 461-6000

Saab-Scania of America, Inc.  
Saab Drive  
Orange, Conn 06477

Toyota Motor Distributors  
16 Henderson Dr  
West Caldwell, NJ 07006  
(201) 575-7600

AUTOMOBILES (CONT'D)

Imports

Subaru of America, Inc.  
7040 Central Highway  
Pennsauken, NJ 08109

Volvo of America Corp.  
Volvo Drive  
Rockleigh, NJ 07647  
(201) 763-7300  
Attention: Mr. Pinkman-Owner Rel.  
Bjorn Ahlstrom, Pres.

World Wide Volkswagon Corp.  
Greenbush Rd  
Orangeburg, NY 10962  
(914) 359-2000  
Attention: Franz Doehr

Automobile Odometers

Division of Motor Vehicles  
Enforcement Bureau  
Attention: John Osvia  
(609) 292-4020

Automobile Registration

Certificate of Ownership Bureau  
137 East State St  
Trenton, NJ 08666  
(609) 292-4020

Automobile Tires

Bridgestone Tire Mfgr. - Mazda  
Tires  
2020 South Central Ave  
Compton, California 90226  
(213) 219-8751

Firestone Tire & Rubber Co.  
District Office  
28 West End Ave  
New York, NY 10023  
(212) 434-0021

Goodrich Tire - District Office  
East Linden Ave  
Linden, NJ 07035  
(201) 486-8360

AUTOMOBILES (CONT'D)

Automobile Tires

Goodyear Tire & Rubber Co.  
1665 Jersey Ave  
North Brunswick, NJ 08902

Tire Branch Defects Division  
National Highway Safety Admin.  
Dept. of Transportation  
Washington, D. C. 20591

Automobile Safety

Center for Auto Safety  
1223 Du Pont Circle Bldg.  
Washington, D. C. 20036  
(202) 659-1126

Automobile Transmission

AAMCO Automatic Trans.  
Dept. of Consumer Aff.  
408 East 4th St  
Bridgeport, Pa. 19405  
(215) 277-4000

Lee Miles Transmission  
59-24 Maurice Ave  
Maspeth, NY 11578  
(212) 386-0100

BANKING

All complaints that come within  
Banking Division  
Savings & Loan Division  
Consumer Credit Bureau  
send to  
Dept. of Banking  
Office of Consumer Affairs  
36 West State St  
Trenton, NJ 08625  
(609) 292-9782, 9783

BANKRUPTCY COURT

Trenton (609) 599-3511  
Newark (201) 645-2630  
Manhattan (212) 264-3311

BETTER BUSINESS BUREAUS

Bergen, Passaic County  
(201) 845-6370

Newark, (201) 643-3025

Central N. J. (Trenton)  
(609) 883-6966

South Jersey (Haddonfield)  
(201) 854-8467

CARPETING

Allen Carpets, Inc.  
600 Bayview Ave  
Inwood, NJ 11696  
Attention: Bill Golub, Reg.  
Sales Mgr.  
(516) 239-2600

Kaufman Carpet  
310 Essex St.  
Lodi, NJ  
(212) 845-5656  
Attention: Jerome Sokol

CEMETERIES

New Jersey Cemetery Board  
36 West State Street  
Trenton, NJ  
(609) 292-5892  
Attention: Bill Ingling, Ex. Dir.

CLEANERS

Taft Cleaners  
Consumer Rep. (212) 377-3880

COMMUNICATIONS

Bell Telephone - see list in MANUAL

Cable T.V. - Complaints in NJ

Cable T.V. Office  
101 Commerce St  
Newark, NJ 07102  
Attention: Mr. Cleary, Director  
(201) 648-2670

CONSUMER AFFAIRS

Federal

Federal Trade Commission  
26 Federal Plaza  
New York, NY 10007  
Attention: Salvatore Sangiorgi  
Ass't Regional Dir.  
(212) 264-1233

Governmental-NY State

Bureau of Consumer Fraud  
2 World Trade Center  
New York, NY 10047  
Attention: Barnett Levy  
Ass't Attorney Gen. in Charge

Governmental-New York City

Bureau of Consumer Frauds &  
Protection  
80 Lafayette St  
New York, NY  
Attention: Mr. McMannus, Supv.  
(212) 566-5724

Information on Programs

Consumer Service Programs  
618 Ponce De Leon Ave  
Atlanta, GA 30308  
(704) 394-5845

Nongovernmental-NJ

Consumer League of New Jersey  
30 Church Street  
Montclair, NJ 07042  
(201) 744-6449

CONTRACTORS & HOME IMPROVEMENTS

Better Contractor Bureau  
(201) 247-6667  
Will arbitrate complaints between  
contractors and home owners.

N. J. Board of Master Plumbers  
9 Clinton St  
Newark, NJ 07102  
(201) 648-3310, 3311

CONTRACTORS (CONT'D)

N. J. Board of Elec. Contractors  
1100 Raymond Blvd., Room 322  
Newark, NJ 07102  
(201) 648-2058

Storm Windows

Office of Community Affairs  
P. O. Box 2768  
Trenton, NJ 08625  
(609) 292-6420  
(609) 292-7267

CORPORATE INFORMATION

N. J. Dept. of State  
State House  
Trenton, NJ 08625  
Attention: Irma Lacey  
(609) 292-5284

Poor's Register of Corporations,  
Directors, and Executives - at  
all Public Libraries.

Write to chairman of board whenever  
possible because your complaint  
will receive quicker action than if  
addressed to president of company.  
Make a clear, concise statement,  
sending copies of important papers.

CREDIT AND CHARGE ACCOUNTS

Credit - State

Department of Banking  
Office of Consumer Affairs  
36 West State St  
Trenton, NJ 08625  
(609) 292-9782, 9783

Credit - Nongovernmental

American Express Office  
15 Broadway  
New York, NY 1006  
Attention: Bob Billeborough  
(212) 797-3131

CREDIT AND CHARGE ACCOUNTS (CONT'D)

Bank Americard  
Mr. Hoffer or Mr. Magaw  
(516) 328-2700, Ext. 413

The Company will release consumer from payment if he does not have merchandise due to faulty manufacturing, late delivery, or not up to specifications. After phone call, must follow up with a registered letter, referring to person you spoke to by name.

Mr. Thomas E. Honey or  
Mr. John McKenney  
Director of Operation Div.  
Nat'l Bank Americard  
P.O. Box 26673  
San Francisco, CA 94126

Bankers Trust Americard  
For cards with 4250 as first four digits, Att.: Neil Haberman, (212) 541-7500

Master Charge  
Mr. K. Cote, Customer Service  
P. O. Box 697  
Chicago, IL 60690

DELIVERY SERVICES

United Parcel Service  
643 West 43rd St., Rm. 800  
New York, NY 10036  
(212) 695-7500 (Ext.422)

DEPARTMENT STORES

Bamberger's  
Div. Mgr. of Cust. Service  
Lawrence Haber  
Bamberger's Newark  
(201) 565-5230

Korvettes  
Ms. Kay Kealy  
450 West 33rd St  
New York, NY 1001  
(212) 560-6061

Sears Roebuck Co.  
Ms. Cole, Customer Relations Mgr.  
50 Route 46  
Wayne, NJ 07470  
(201) 256-9100 (Ext. 344)

Two Guys  
Louis Jason, Vice Pres.  
85 Murray Rd., Bldg. 5  
East Hanover, NJ  
(201) 887-4748

EDUCATION

Dept. of Education  
225 West State St  
Trenton, NJ 08625  
(609) 292-4467

Private, Business and  
Correspondence Education  
Steve Sgras (609) 292-5662

Vocational Education  
Don Sullivan (609) 292-5662

Dept. of Higher Education  
1474 Prospect St  
Trenton, NJ 08625

Equal Opportunities in Ed.  
Dept. of Education  
225 West State St  
Trenton, NJ 08625  
(609) 292-4343  
Attention: Diego Castellano

Center for Consumer Ed. Service  
N.J. Residential Manpower Center  
Plainfield Ave., Bldg. 871  
Edison, NJ 08817  
(201) 985-1885

EMPLOYMENT

Employment Agencies

Private Employment Agency Section  
Division of Consumer Affairs  
P.O. Box 1775  
Trenton, NJ 08625  
Attention: Chester Hall, Supv.  
(609) 292-2344

ENERGY

N. J. State Energy Office  
429 E. State St  
Trenton, NJ 08625  
(609) 292-2121

N. J. Emergency Fuel & Energy  
Agency  
Eggert Crossing  
Trenton, NJ 08625  
(609) 292-7587, (Ext 3838  
Attention: Mrs. Meylish

ENVIRONMENTAL PROTECTION

Environmental Protection  
P.O. Box 1390  
Trenton, NJ 08625  
(609) 292-2904  
Consumer Contact: T. R. Walker, Jr.  
Hot Line (609) 292-7172

FLOORING

Congoleum Industries, Inc.  
Arnold Halper, Cust.Serv.Rep.  
919 3rd Ave  
New York, NY 10022

FOOD ADULTERATIONS

State

Office of Weights & Measures  
Division of Consumer Affairs  
187 W. Hanover St  
Trenton, NJ 08625  
(609) 292-4615

All Counties have Office of  
Weights and Measures

Food Complaints - Health

Oscar Sussman, D.V.M. Director  
N.J. Dept. of Health  
Consumer Health Service  
1911 Princeton Ave  
Trenton, NJ 08638  
(201) 673-9400 (E.Orange)

FOOD ADULTERATIONS (CONT'D)

Quality and Dating of Milk &  
Milk Products

Frank Turko, Chief  
Food and Milk Program  
N. J. Dept. of Health  
John Fitch Plaza  
Trenton, NJ 08625

Red Meat and Poultry Complaints

Re: Fat Content, Labeling,  
Wholesomeness, and Meat Grading

Stephen Goldman  
Division of Animal Health  
N. J. Dept. of Agriculture  
John Fitch Plaza  
P.O. Box 1888  
Trenton, NJ 08625  
(609) 292-3965

FURNITURE

Furniture Industry Consumer  
Advisory Board (FICAP)  
Ms. Nancy High, Ex. Dir.  
P.O. Box 951  
High Point, North Carolina 27261

HEALTH

Health - Federal

Food and Drug Administration  
Dept. of H.E.W.  
20 Evergreen Place  
East Orange, NJ 07018  
Consumer Complaints (201)645-6356  
" Inquiries (201) 645-2644

Health - State

Dept. of Health  
John Fitch Plaza  
Trenton, NJ 08625  
(609) 292-7834

HEARING AIDS

N. J. Board of Medical Examiners  
and Hearing Aid Dispensers  
28 West State Street  
Trenton, NJ 08625  
(609) 292-4843  
Hot Line (800) 424-8576

HOSPITALS

Hospitals - State

Dept. of Institutions and Agencies  
State Office Bldg.  
Trenton, NJ 08625  
(609) 292-3709

Hospital Billing Disputes

N. J. Hospital Association  
1101 State Rd  
Princeton, NJ 08540  
Attention: P. B. Sparber  
(609) 924-4124

Hospital Insurance

Blue Cross Information  
(201) 456-2022

HOTELS & MOTELS

N. J. Hotel & Motel Assoc.  
826 West State St.  
Trenton, NJ 08625  
Attention: Charles Davis  
(609) 599-9000

HOUSING & LAND

Housing - Federal

Department of H.U.D.  
Bureau of Housing  
Attention: Bill Clark  
(201) 648-2700

Interstate Land Sales  
(202) 755-5860  
Attention: Mr. Donaldson  
Administrative Procedures Div.  
(202) 755-6711

HOUSING (CONT'D)

Housing - State

Landlord Tenant Affairs  
Mrs. Mary Ellen Marino  
Office of Community Affairs  
P.O. Box 2768  
Trenton, NJ 08625  
(609) 292-6417

Housing - Mobile Homes

Mobile Home Legislation  
Southern Area Service Center  
201 E. Bay Ave  
Manahawkin, NJ 08050  
Attention: Mildred Handel, Director  
(201) 597-7777

Civil Anti-Trust Bureau  
198 West State Street  
Trenton, NJ 08625  
(609) 292-8131  
Attention: Leon Sakowsky

Manufacturing and Safety  
Dept. of Consumer Affairs  
Mobile Home Administration  
Attention: T. Tang  
(609) 292-6684

N. J. Real Estate Commission  
Dept. of Insurance  
201 E. State St  
Trenton, N. 08625  
(609) 292-7053

Senior Citizen Housing

Bureau of Housing  
P.O. Box 2768  
Trenton, NJ 08625  
Attention: Milton Schmidt  
(609) 292-2287

Housing - Nongovernmental

New Jersey Tenants Organization  
P. O. Box 1142  
Fort Lee, NJ 07024  
(201) 947-9226

JEWELRY

Jewelers Vigilance Comm.  
919 3rd Ave  
New York, NY 10007

LEGISLATION

Legislation - State

N. J. Legislature Hot Line  
(609) 292-7587

N. J. Laws Hot Line  
(800) 792-8630

Copies of Rules  
Division of Administrative Procedure  
10 North Stockton St  
Trenton, NJ 08608  
(609) 292-6060

Copies of Legislation  
Legislative Service Agency  
State House  
Trenton, NJ 08625  
(609) 292-4661

MAGAZINES

Magazine Publishing Assoc.  
575 Lexington Ave  
New York, NY 10022

Opportunities Services, Inc.  
2601 N. Michigan Blvd  
Michigan City, Indiana  
Attention: Edward Scott, Pres.

MAIL

Mail Fraud

Postal Inspector In Charge  
U. S. Post Office  
P. O. Box 509  
Newark, NJ 07102  
(201) 645-3191

Post Office can obtain all business  
box holders' names and addresses  
upon request. Private and non-  
business may not be obtained.

SAFETY

Consumer Product Safety Commission  
Toll Free (800) 638-2666  
New York Area Office  
6 World Trade Center, 6th Fl.  
Vesey Street  
New York, NY 10048  
(212) 965-5078

SHOES

American Footwear Manufacturers  
342 Madison Avenue  
New York, NY 10017

SUPERMARKETS

Acme Markets  
124 No. 15th St  
Philadelphia, Pa. 19101  
Attention: Ms. Jean Mackey

A & P Tea Co.  
2 Paragon Dr  
Montvale, NJ 07645  
Attention: Robin Scott

Diamond International  
733 Third Ave  
New York, NY  
Attention: Liane Waite

First National Stores  
190 Sylvan Ave  
Englewood Cliffs, NJ  
Attention: Ms. Marilyn Siegel

Food Fair Stores  
3175 J.F.K. Blvd  
Philadelphia, Pa.  
Attention: Ms. Mona Doyle, or  
Attention: Ms. Carla Janoff

Grand Union Co  
100 Bdwy  
Elmwood Park, NJ 07407  
Attention: Ms. Wanda O'Keefe

Kings Supermarkets  
163 Shaw Ave  
Irvington, NJ 07111  
Attention: Ms. Kathy La Pier

SUPERMARKETS (CONT'D)

Mayfair Supermarkets  
1441 Morris Ave  
Union, NJ 07083  
Attention: Ms. Florence Kaufelt

Pathmark  
301 Blair Rd  
Woodbridge, NJ 07095  
Attention: Robert Wunderle

Quick Chek Food Stores  
Mill Rd  
Whitehouse, NJ 08889  
Attention: Ms. Pat Landbergen

Shop Rite (Fooderama  
Supermarkets, Inc.)  
303 West Main St  
Freehold, NJ 07728  
Attention: Ms. Dorothy Strauber  
(201) 462-4700

Shop Rite (Wakefern Food Corp.)  
600 York St  
Elizabeth, NJ 07201  
Attention: Ms. Sylvia Nadel  
(201) 527-3342

Twin County Grocers  
145 Talmadge Rd  
Edison, NJ 08817  
Attention: Eskel Goldin

Two Guys Inc.  
174 Passaic St  
Garfield, NJ 07026  
(201) 773-4000

Valley Fair Enterprises  
15 Jackson Rd  
Totowa, NJ 07511  
Attention: Phil Wasserman

TRANSPORTATION

Airlines Tickets, Lost Luggage,  
Delayed Flights, etc.

C.A.B. Kennedy Airport  
Federal Bldg., Jamaica, NY 11430  
(212) 995-3324

TRANSPORTATION (CONT'D)

Civil Aeronautics Board  
Director of Consumer Affairs  
Universal Building  
1825 Connecticut Ave  
Washington, D. C. 20428  
(202) 393-3111, Ext. 7735

Buses

Intra-State  
Public Utility Commission  
1100 Raymond Blvd  
Newark, NJ 07102  
(201) 648-2305

Inter-State  
Interstate Commerce Comm.  
9 Clinton St  
Newark, NJ 07102  
(201) 645-3550

Taxi Cabs

6 or more passengers,  
contact Public Utilities  
Commission (See "Utili-  
ties," below).  
All other - contact  
local municipality.

TRAVEL AGENTS

American Society of Travel Agents  
60 E. Mt. Pleasant Ave  
Livingston, NJ 07039  
Attention: Richard Mitchell  
(201) 992-8292

UTILITIES

Public Utilities Comm.  
1100 Raymond Blvd  
Newark, NJ 07102  
(201) 648-2690

N. J. Utilities Association  
Joseph Coleman  
971 Stuyvesant Ave  
Union, NJ 07083

HELP FOR SPANISH SPEAKING CONSUMERS

Atlantic County

Spanish-Speaking Peoples Comm. Center  
1 Summer St  
Landisville, NJ 08326  
Mrs. Lydia Munoz, Director

Community Action Dev. Assoc.  
44 Philadelphia Ave  
Egg Harbor, NJ  
Mrs. Ana Rivera, Pres.

Burlington County

Spanish-American Club of Burl. Co.  
36 Parkside Circle  
Willingboro, NJ  
Mrs. Lydia Morales, Pres.

Camden County

Comm. Org. for Puerto Rican Aff.  
(COPRA)  
503A State St  
Camden, NJ 08102  
Robert Rodriguez, Director

El Centro Comunal Borincano  
(Day Care Center)  
617 N. 2nd St  
Camden, NJ 08102  
Mrs. Miriam Small, Director

Cumberland County

CASA PRAC  
2250 S. West Blvd  
Vineland, NJ 08360

Hispanics United of Bridgeton  
143 E Commerce St  
Bridgeton, NJ 08302

Essex County

Puerto Rican Legal Comm.  
P.O. Box 1748  
Newark, NJ 07102  
Mr. Chali Rochi, Ch.

HELP FOR SPANISH SPEAKING CONS.

Aspira Inc.  
786 Broad St., 3rd Fl.  
Newark, NJ 07102  
Ms. Grizel Ubarry, Director

Focus  
443 Broad St  
Newark, NJ 07102  
Jose Rosario, Director

La Casa de Don Pedros  
80-82 Webster Ave  
Newark, NJ 07102  
Ramon Rivera, Director

Gloucester County

Puerto Rican Youth in Action  
242 Kings Highway  
Swedesboro, NJ  
Attention: Ms. Gloria Bonilla

Farmworkers Corp.  
5 South St  
Vineland, NJ  
Attention: Alex Morisey

Hudson County

PACO  
371 Montgomery St  
Jersey City, NJ 07302  
Perfecto Oyola, Director

Primera Iglesia Bautista Day Care  
1101 Bloomfield Ave  
Hoboken, NJ 07030  
Rev. Jose Gonzalez

Mercer County

P. R. Comm. Assoc. Day Care Center  
336 S. Broad St  
Trenton, NJ 08611  
Jose Flores, Director

Puerto Rican Congress  
222 West State St  
Trenton, NJ 08625  
Rev. Alfonso Roman, Director

HELP FOR SPANISH SPEAKING CONSUMERS  
(CONT'D)

Middlesex County

Puerto Rican Action Bd.  
20 Joyce Kilmer Ave  
New Brunswick, NJ 08901  
Edwin Gutierrez, Director

P. R. Assoc. for Human Dev.  
291 State St  
Perth Amboy, NJ 08861  
Israel Gonzalez, Director

Monmouth County

P. R. Civic Assoc.  
15 Main St  
Asbury Park, NJ 07712  
Mrs. Antonia Alvarez, Director

Hispanic Impact Prog. MCAP  
1 Third Ave  
The Brent Good Bldg.  
Long Branch, NJ 07740  
Attention: Jose Garcia

Morris County

Office of Hispanic Affairs  
75 South Morris St  
Dover, NJ 07801  
Edwin Rivera, Director

Ocean County

Lakewood Bilingual Day Care  
Box 111 AA, R.D. 4  
Cooks Bridge Rd  
Jackson, NJ 08527  
Ms. Grace Gonzalez, Director

Passaic County

Hispanic Info. Center  
270 Passaic St  
Passaic, N. J. 07055  
Lorenzo Hernandez, Director

HELP FOR SPANISH SPEAKING CONSUMERS  
(CONT'D)

Latin American Day Care  
37-39 Mill St  
Paterson, NJ 07505  
Ms. Millie Melendez, Director

Salem County

Puerto Rican Action Comm.  
6 New Market St  
Salem, NJ 08079  
Juan Rosario, Director

Somerset County

SCAP  
c/o Ms. Marta Torres  
9 Persian Ave.  
Somerset, N. J. 08873

Union County

Proceed  
33 Broad St  
Elizabeth, NJ 07201  
Jorge Charriez, Director

SCOP

225 West 2nd St  
Plainfield, NJ 07080  
Rafael Gomez, Director

State

N. J. Immigration Dept.  
970 Broad Street  
Newark, NJ 07102  
(201) 645-3350

Legal Aid

Small Claims or Legal Problems  
Wilfredo Caraballo  
Professor Clinical Program  
Hispanic Division, Seton Hall Univ.  
1105 Raymond Blvd  
Newark, NJ 07102  
(201) 642-0810

## NEW JERSEY BELL COMMUNITY RELATIONS MANAGERS

For information or action on consumer problems, phone the managers listed below. Note numbers not in 201 area code are assigned the appropriate area code. Use the office nearest you.

### NORTHERN

K. Chisholm (Ken) - 171 Market Street, Paterson - 525-9951  
J. E. Gibbs (Joe) - 75 Orient Way, Rutherford - 939-9940  
R. W. Magee (Bob) - 735 Hamburg Tpk., Pompton Lakes - 835-9904  
C. J. O'Neill, Jr. (Neil) - 15 Ford Avenue, Morristown - 455-9951  
W. M. Yarrington (Bill) - 120 E. Blackwell St., Dover - 366-9912  
F. J. Mattox (Fred) - 291 Pickford Ave., Phillipsburg - 859-9940

### HUDSON

D. F. D'Aloia (Dan) - 21 West Main St., Bergenfield - 384-9909  
L. A. Hendi (Louis) - 711 32nd St., Union City - 365-9911  
R. M. Logan (Bob) - 496 Kinderkamack Rd., Oradell - 262-9910  
H. R. Winkemeier (Wink) - 26 Journal Square, Jersey City - 656-9956

### ESSEX

E. H. Davey (Ev) - 412 Washington Ave., Belleville - 759-9926  
J. D. Price (Dan) - 151 Eagle Rock Ave., Roseland - 226-9980  
W. H. Davis (Brud) - 550 Broad St. (10th Floor), Newark - 649-2261  
P. F. Gavin (Paul) - 73 Bloomfield Avenue, Newark - 481-9944  
D. L. Scott (Dave) - 50 Washington St., East Orange - 675-9946

### RARITAN

K. R. Hampton (Ken) - 329 Amboy Avenue, Woodbridge - 634-9913  
J. J. Hogan (John) - 445 George Road, North Brunswick - 846-9923  
R. C. Lang (Bob) - 140 West Front Street, Plainfield - 755-9943  
W. McKinlay (Bill) - 85 W. Jersey St., Elizabeth - 527-9953

### CENTRAL

W. F. McGuire (Bill) - 224 E. State St., Trenton - 609-393-9926  
F. L. Gillespie (Gil) - 46 English Plaza, Red Bank 842-9440  
30 Memorial Pkwy., Long Branch - 222-9926  
T. R. Will (Tom) - 37 Washington St., Mount Holly - 609-267-9956  
R. M. MacPherson (Ron) - 4075 US Hwy. No. 9, Freehold - 431-6723  
L. O. Zawadzky (Lou) - 980 Hooper Ave., Toms River - 349-9960

### SOUTHERN

R. C. Belleville (Bob) - 72 No. Pearl St., Bridgeton - 609-451-9914  
W. L. Halter (Wally) - 6601 Crescent Blvd., Pennsauken - 609-663-9929  
R. A. Davenport (Bob) - 1609 Pacific Avenue, Atlantic City - 609-345-3912

SOUTHERN (CONT'D)

H. A. Evans (Howard) - 2511 New Jersey Avenue, Wildwood - 609-522-9932  
P. L. Miller (Paul) - 24 Vine St., Millville - 609-825-9914  
J. H. Evans (Howard) - 713 Marsha Avenue, Williamstown - 609-629-9955  
J. M. Rourke, Jr. (John) - 33 N. 5th St., Camden - 609-757-9384  
R. W. Olkiewicz (Bob) - 1806 Long Beach Blvd., Ship Bottom - 609-494-  
8132  
E. D. Mooney (Beth) 1205 6th St., Vineland - 609-692-9914  
J. A. Arsenault (John) - 11 South Shore Rd., Marmora - 609-398-9960

AREA COORDINATORS

Southern - J.A. Cathrall (Jack) - 25 N. 5th St., Camden - 609-757-9032  
Northern - J. F. McGinnis (Joe) - 210 Malapardis Rd., Cedar Knolls  
285-8216  
Hudson - R. B. Guthrie (Randy) - 1 University Plaza, Hackensack  
692-9951  
Essex - D.D. Stivers (Doris) - 682 Park Ave., E. Orange - 672-5515  
Raritan - J. H. Stives (John) 1 Woodbridge Center, Woodbridge 636-8014  
Central - J. E. Thomas (John) 1490 Prospect St., Trenton - 609-883-6663

## MISCELLANEOUS SOURCES OF INFORMATION

1. City Directory
2. Telephone Directory
3. Geographical Telephone List
4. Voting Districts and Poll Books (containing signatures)
5. Toll Call Records and Long Distance Records
6. Gas and Electric Co. Records
7. Water Company Records
8. Credit Company Records
9. Banks, Building & Loan & Mortgage Companies
10. Title Companies
11. Telegraph Companies
12. Post Office & Postal Carriers
13. Realty and Personal Tax Records
14. Vital Statistics
15. Records of Land Transfers
16. Automobile License Records
17. Auto Drivers Applications and Records
18. Business Privilege Records (liquor, food handlers, markets, restaurants, etc.)
19. Building Permits
20. School Registrations
21. Census Records
22. Board of Health Records
23. Parole and Probation Office Records
24. Sheriff's Records
25. Police Department Records
26. Lien Records (Chattel Mortgages, etc.)
27. Court Records (Civil and Criminal)
28. Probate Court Records
29. Relief Agency Rolls
30. Hunting and Fishing Applications
31. Employment Agencies (State and Private)
32. Unemployment Compensation Records
33. Insurance Company and Bonding Company Records
34. U.S. Maritime Records of Seamen
35. Labor Union Records
36. Passenger Lists (steamship, airline and pullman)
37. Laundry and Dry Cleaning Records
38. Pawnshop Records
39. Fraternal, Political and Social Records
40. Book of Month Records