



PHILIP D. MURPHY  
Governor

SHEILA Y. OLIVER  
Lt. Governor

## New Jersey Office of the Attorney

Division of Consumer Affairs  
Office of Consumer Protection  
124 Halsey Street, 7<sup>th</sup> Floor, Newark NJ



GURBIR S. GREWAL  
Attorney General

PAUL RODRIGUEZ  
Acting Director

May 14, 2020

**Mailing Address:**  
P.O. Box 45025  
Newark, NJ 07101  
(973) 504-6200

### VIA HAND DELIVERY AND CERTIFIED AND REGULAR MAIL

19 Bloomfield Meat Farm, LLC  
d/b/a Super Fresh and/or Pine Tree Supermarket  
174 Godwin Avenue  
Ridgewood, NJ 07450  
Brian D. Kim, Registered Agent

### NOTICE OF VIOLATION AND OFFER OF SETTLEMENT

Dear Mr. Kim:

The New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division") is charged with the enforcement of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -211 ("CFA"). The Division has conducted an investigation of 19 Bloomfield Meat Farm, LLC d/b/a Super Fresh and/or Pine Tree Supermarket ("You" or "Your") as a result of a complaint received by the Division in connection with price gouging by You in the sale of Lysol Spray Disinfectant merchandise (hereinafter "Investigation").

As set forth in the attached Certification of Investigator Christopher Spaldo, You have been found to have engaged in price gouging in the sale of Lysol Spray Disinfectant and to have violated the CFA. The CFA, specifically **N.J.S.A. 56:8-109**, prohibits excessive and unjustified price increases in the sale of certain merchandise or the offer to sell certain merchandise, which is consumed or used as a direct result of an emergency or which is consumed or used to preserve, protect, or sustain the life, health, safety or comfort of persons, when a declared State of Emergency results in abnormal disruptions of the market. The CFA, specifically **N.J.S.A. 56:8-108**, describes an excessive price increase as in an increase of more than ten percent unless the price increase is attributable to an increase in costs imposed by the seller's supplier or other costs during the State of Emergency.

As a result of the Division's Investigation, You have been found to have engaged in the offering for sale and/or sale of merchandise, which is consumed or used as a direct result of an emergency and/or which is consumed or used to preserve, protect, or sustain the life, health, safety or comfort of persons or their property within the meaning of **N.J.S.A. 56:8-109**, specifically Lysol Spray Disinfectant, at an "excessive price" within the



meaning of **N.J.S.A. 56:8-108** during the State of Emergency declared by Governor Philip D. Murphy on March 9, 2020 and within thirty (30) days after the declaration of the State of Emergency is terminated, or for such other period of time as the Governor may extend by executive order. Specifically, 19 Bloomfield Meat Farm, LLC d/b/a Super Fresh and/or Pine Tree Supermarket sold or offered to sell Lysol Spray Disinfectant merchandise between March 11, 2020, and March 12, 2020, at prices which were more than ten percent (10%) higher than the prices in the usual course of business immediately prior to the State of Emergency and the price increases are not attributable to additional costs imposed by Your suppliers or other costs.

The Division received a complaint from a consumer that You were selling Lysol Disinfectant Spray for an excessive price on March 11, 2020. The consumer provided the Division with a photograph of the Lysol Spray Disinfectant merchandise and Your "Manager Special" sign. The photograph demonstrates that Lysol Spray Disinfectant was offered for sale as a "Manager Special" of \$11.99 per can after the State of Emergency was declared. On March 12, 2020, the Division sent Investigator Christopher Spaldo to conduct an inspection of Your store. Investigator Spaldo confirmed that You continued to offer for sale the Lysol Spray Disinfectant for \$11.99 per can for 350 grams or approximately 12.5 ounces. In response to a subpoena, You provided pricing data that demonstrated that the same size can of Lysol Spray Disinfectant was offered for sale at \$8.49 per can on March 5, 2020, and \$4.99 per can on March 7, 2020, before the State of Emergency. The \$3.50 increase in price from \$8.49 per can to \$11.99 per can is a 41% increase. You have not provided the Division with any evidence of an increase in supply costs for the Lysol Spray Disinfectant. Thus, the price increase for the Lysol Spray Disinfectant is excessive and constitutes price gouging under the CFA.

After Investigator Spaldo conducted his inspection on March 12, 2020, the Division received additional complaints of price gouging for merchandise which is consumed or used to preserve, protect, or sustain the life, health, safety or comfort of persons or their property.

Each of these violations constitutes a separate violation of the CFA, subjecting You to civil penalties, pursuant to **N.J.S.A. 56:8-13**, and consumer restitution pursuant to **N.J.S.A. 56:8-15**.

**IF YOU DO NOT CONTEST THE VIOLATIONS ALLEGED** and wish to avail Yourself of this opportunity to settle the Investigation, within **fifteen (15)** days from the date of this Notice, You should sign and return the **enclosed Answering Certification** and agree to the following:

1. Cease and desist from engaging in any practices in violation of the CFA;
2. Pay a civil penalty in the amount of \$1,000.00; and
3. Pay investigative costs in the amount of \$250.00.

**If the above-referenced payment in the total amount of \$1,250.00 is received by the Division, along with your signed Answering Certification, You need not do anything further.**



**IF YOU DO NOT CONTEST THE VIOLATIONS ALLEGED**, but want to present information to Division representatives about any mitigating circumstances in Your case that may persuade the Division to reduce the civil penalty, You may request an informal **Mitigation Conference**. If You request a Mitigation Conference **You will waive Your right to an Administrative Hearing**. The Mitigation Conference date is **July 7, 2020 at 10:00 a.m., at 124 Halsey Street, 7th Floor, Newark, New Jersey 07102** with Investigator Spaldo, a representative of the Division. You may be accompanied by an attorney. Should you have any questions regarding this procedure, or seek an adjournment of this date, please contact Investigator Spaldo at (973) 424-8163 or by email at [SpaldoC@dca.njoag.gov](mailto:SpaldoC@dca.njoag.gov). Alternatively, You may send written documentation to the Division concerning any mitigating circumstances that You believe may persuade the Division to reduce the civil penalty. **To elect either of these options, You must return the enclosed Answering Certification within fifteen (15) days from the date of this Notice.** The Division will then review this material and respond to You.

**IF YOU CONTEST THE VIOLATIONS ALLEGED**, and do not wish to settle the matter consistent with the terms set forth above, **You may request a formal Administrative Hearing by returning the enclosed Answering Certification within fifteen (15) days from the date of this Notice.** In that event, this Notice will serve as notice of the violations against you. You should be aware that in making his final decision, the Director of the Division may, if violations of the above-referenced statute and regulations have been proven, order civil penalties and remedies other than the settlement offer above. **Specifically, You may be ordered to: pay civil penalties in an amount up to \$10,000 for the first violation and up to \$20,000 for the second violation and each subsequent violation pursuant to N.J.S.A. 56:8-13; pay consumer restitution pursuant to N.J.S.A. 56:8-15; and pay investigative costs and attorneys' fees to the Division, pursuant to N.J.S.A. 56:8-11 and 56:8-19; and cease and desist from acts or practices in violation of CFA, pursuant to N.J.S.A. 56:8-18.**

Before a determination is made with regard to whether an **Administrative Hearing** will be conducted before the Director of the Division or referred to the Office of Administrative Law, a **Pre-Hearing Conference** will be held. If You request an **Administrative Hearing**, your **Pre-Hearing Conference** will be scheduled **on July 7, 2020 at 10:00 a.m., at 124 Halsey Street, 7th Floor, Newark, New Jersey 07102** with Investigator Spaldo, a representative of the Division. **You may be accompanied by an attorney.** Should You have any questions regarding this procedure, or seek an adjournment of this date, please contact **Investigator Spaldo**, who may be reached at (973) 424-8163 and email at [SpaldoC@dca.njoag.gov](mailto:SpaldoC@dca.njoag.gov). **Your attendance at this Pre-Hearing Conference is mandatory.** Any failure to appear without a satisfactory explanation may result in an order barring You from raising certain defenses at the **Administrative Hearing**, pursuant to **N.J.A.C. 1:1-14.4**. The purpose of this **Pre-Hearing Conference** is to discuss the issues in this matter and the defenses which You may wish to raise. You should be prepared to discuss the evidence You will propose to offer at the **Administrative Hearing**. It may be helpful if You bring to the **Pre-Hearing Conference** a copy of any documentation that supports Your position. If the Director of the Division determines that there are no material facts in dispute, You will have an opportunity to submit legal arguments and any documentation that may be relevant to

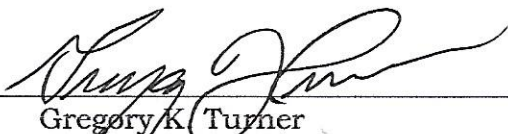


the ultimate disposition of this matter. If there are material facts in dispute, an **Administrative Hearing** will be scheduled. During the **Administrative Hearing**, You, either personally or with the assistance of an attorney, will have an opportunity to respond to the alleged violations and submit evidence and present testimony as may be necessary for the Director of the Division to make a final determination. **Pursuant to N.J.A.C. 1:1-5.1, and except as provided in N.J.A.C. 1:1-5.4, a corporation must be represented by an attorney.**

**IF YOU FAIL TO RESPOND to this Notice within fifteen (15) days of the date of this Notice, the settlement offer will be withdrawn, and You will be deemed in default.** The allegations against You will be deemed uncontested. Thereafter, this Notice and the underlying proofs may be reviewed by the Director of the Division, and a **Final Decision and Order on Default ("Order")** will be issue, and **You may be ordered to: pay civil penalties in an amount up to \$10,000 for the first violation and up to \$20,000 for the second violation and each subsequent violation pursuant to N.J.S.A. 56:8-13; pay consumer restitution pursuant to N.J.S.A. 56:8-15; and pay investigative costs and attorneys' fees to the Division pursuant to N.J.S.A. 56:8-11 and 56:8-19. You will receive no further notice from the Division prior to issuance of an Order.** Once an **Order** has been entered, Your failure to pay any civil penalties, attorneys' fees, investigative costs and/or restitution within the time allowed will result in the filing of a **Certificate of Debt. Any subsequent violation of an Order with a cease and desist provision may subject You to a penalty of up to \$25,000 per violation pursuant to N.J.S.A. 56:8-18.** Service of an **Order** will be deemed effective if sent by first-class mail and certified mail, return receipt requested, to your last known mailing address.

Should You have any questions, please contact **Investigator Spaldo** at **(973) 424-8163** or email to **SpaldoC@dca.njoag.gov**.

New Jersey Division of Consumer Affairs  
Office of Consumer Protection

By:   
Gregory K. Turner  
Assistant Deputy of Enforcement

**ANSWERING CERTIFICATION**

**19 Bloomfield Meat Farm, LLC d/b/a Super Fresh and/or Pine Tree Supermarket**

I, \_\_\_\_\_, hereby acknowledge that I have read and reviewed the Notice, regarding alleged violations of the **CFA, N.J.S.A. 56:8-1 to -210**.

**PLEASE CHECK ONE OF THE OPTIONS BELOW:**

**(OPTION 1):**

\_\_\_\_\_ **I DO NOT CONTEST THE VIOLATIONS ALLEGED** and acknowledge the conduct that has been alleged and **agree** to:

1. Cease and desist from engaging in any practices in violation of the CFA;
2. Pay a civil penalty in the amount of \$1,000.00; and
3. Pay investigative costs in the amount of \$250.00.

**I understand that if the above-referenced payment in the total amount of \$1,250.00 is received by the Division, along with my signed Answering Certification, I need not do anything further.**

I am also aware that the action taken against 19 Bloomfield Meat Farm, LLC d/b/a Super Fresh and/or Pine Tree Supermarket by the Division herein is a matter of public record, and that the Division's **Notice** and this Answering Certification are public documents. I am enclosing herewith a cashier's check or money order in the sum of **\$1,250.00** made payable to the "New Jersey Division of Consumer Affairs", which I am mailing or delivering to: New Jersey Department of Law and Public Safety, Division of Consumer Affairs, Office of Consumer Protection, 124 Halsey Street, P.O. Box 45025, Newark, New Jersey 07101, ATTN: **Van Mallet**.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

SIGN NAME

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

PRINT NAME



**(OPTION 2)**

\_\_\_\_\_ **I DO NOT CONTEST THE VIOLATIONS ALLEGED** and hereby waive any rights I may have to a hearing in this matter to defend 19 Bloomfield Meat Farm, LLC d/b/a Super Fresh and/or Pine Tree Supermarket against any alleged violations, **BUT** I ask the Division to consider mitigating circumstances before rendering its final decision.

\_\_\_\_\_ I request a **Mitigation Conference** to present information to Division representatives; I understand that the Mitigation Conference will be held **on July 7, 2020, at 10:00 a.m., at 124 Halsey Street, 7th Floor, Newark, New Jersey 07101. I am aware that I may be represented by an attorney at the Mitigation Conference.**

\_\_\_\_\_ I am submitting **written documentation concerning mitigating circumstances**; I understand that the Division will consider this material before rendering a final decision.

I understand that, if, after considering the mitigation evidence presented, the Division is not persuaded that any reduction in the amounts set forth above and in the **Notice** is warranted or that any of the other terms or conditions should be modified, the following terms may be ordered and 19 Bloomfield Meat Farm, LLC d/b/a Super Fresh and/or Pine Tree Supermarket will be obligated to:

1. Cease and desist from engaging in any practices in violation of the CFA;
2. Pay a civil penalty in the amount of \$1,000.00; and
3. Pay investigative costs in the amount of \$250.

If a modification in these terms is accepted by the Division, I will be notified of the amounts that I must pay. I am also aware that the action taken against 19 Bloomfield Meat Farm, LLC d/b/a Super Fresh and/or Pine Tree Supermarket by the Division herein is a matter of public record, and that the Division's **Notice** and this Answering Certification are public documents. I am further aware that failure to comply may subject 19 Bloomfield Meat Farm, LLC d/b/a Super Fresh and/or Pine Tree Supermarket to further enforcement proceedings and any failure to make a required payment will result in the filing of a **Certificate of Debt**.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**(OPTION 3)**

\_\_\_\_\_ **I CONTEST THE VIOLATIONS ALLEGED and request a formal Administrative Hearing.** I understand that I am required to attend a **Pre-Hearing Conference on July 7, 2020, at 10:00 a.m., at 124 Halsey Street, 7th Floor, Newark, New Jersey 07102,** at which the issues in this matter will be discussed. **I am aware that I may be represented by an attorney at the Pre-Hearing Conference.**

If the Division and I agree upon any essential settlement terms at the **Pre-Hearing Conference**, I understand that:

1. These terms will be included in a document ("Pre-Hearing Settlement Sheet");
2. The Division representative and I will sign the Pre-Hearing Settlement Sheet and 19 Bloomfield Meat Farm, LLC d/b/a Super Fresh and/or Pine Tree Supermarket will be bound by it; and
3. The Division will send me a **Consent Order**, which will include all settlement terms. I also understand that **I must sign and return the Consent Order and any required payment to the Division within thirty (30) days** of the date that the Division sends it to me.

I further understand that if I fail to do so, the Division will present this matter to the Director of the Division based upon the **Notice**, and a **Final Decision and Order After NOV ("Order")** will be issued. **I will receive no further notice from the Division prior to issuance of an Order.**

If the Division and I do not agree upon settlement terms at the **Pre-Hearing Conference**, I will thereafter be advised of the time, date and place for the **Administrative Hearing** if a determination has been made that there are material facts in dispute. **I am aware that I may be represented by an attorney at the Administrative Hearing.** I am also aware that at the time of the **Administrative Hearing**, I may offer testimony, documentation and legal argument relevant to the alleged violations. **I understand that in making a final decision, the Director of the Division may, if unlawful activity has been proven, assess civil penalties, restoration of donor contributions, as well as attorneys' fees and investigative costs and/or issue a cease and desist order exceeding the settlement offer in the Notice,** and may order such other remedies as deemed appropriate. I am also aware that this proceeding is a matter of public record and that the **Notice** and this **Answering Certification** are public documents.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

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



**19 BLOOMFIELD MEAT FARM, LLC d/b/a SUPER FRESH and/or PINE TREE  
SUPERMARKET  
19 Belleville Avenue  
Bloomfield, NJ 07003  
Brian Kim, Registered Agent**

**INVESTIGATIVE CERTIFICATION**

I, Christopher Spaldo, being of full age, do hereby certify as follows:

1. I am employed as an Investigator by the Office of the Attorney General, Division of Consumer Affairs, Office of Consumer Protection ("Division"), located at 124 Halsey Street, Newark, New Jersey 07101, and have held that position at all times relevant to this Certification.
2. On March 11, 2020, the Division commenced an Investigation with respect to 19 Bloomfield Meat Farm, LLC d/b/a Super Fresh and/or Pine Tree Supermarket located at 19 Belleville Avenue, Bloomfield, NJ 07003. Specifically, the Division received a complaint and supporting documentation from Susan Smith concerning the Super Fresh store located at 19 Belleville Avenue, Bloomfield, NJ 07003. Susan Smith has provided the Division with a photograph that she stated she had taken in the store on March 11, 2020, of a "Manager Special" sign. The photograph demonstrates that Lysol Spray Disinfectant was offered for sale as a "Manager Special" of \$11.99 per can after the State of Emergency was declared.
3. On March 24, 2020, the Division obtained information from the New Jersey Department of Treasury, Division of Commercial Recording as to 19 Bloomfield Meat Farm, LLC d/b/a Super Fresh and/or Pine Tree Supermarket. That information indicates that Brian D. Kim is the registered agent of 19 Bloomfield Meat Farm, LLC d/b/a Super Fresh and/or Pine Tree Supermarket and its main business address is 19 Belleville Avenue, Bloomfield, NJ 07003.
4. Exhibit A is the Division's record of the Susan Smith's March 11, 2020 Complaint of price gouging for Lysol Spray Disinfectant against 19 Bloomfield Meat Farm, LLC d/b/a Super Fresh and/or Pine Tree Supermarket together with her March 11, 2020 photograph of the "Manager Special" sign. The photograph demonstrates that Lysol Spray Disinfectant was offered for sale as a "Manager Special" of \$11.99 per can after the State of Emergency was declared.
5. On March 12, 2020, I conducted an inspection of 19 Bloomfield Meat Farm, LLC d/b/a Super Fresh and/or Pine Tree Supermarket and found the "Manager Special" sign on display and that the store continued to offer to sell Lysol Spray Disinfectant for \$11.99 per can. Exhibit B is my Inspection Report and the photographs that I took during the inspection. The "Manager



22, 2019, showed that the price was \$10.87 per pound or \$8.49 plus tax for a 12.5 ounce can of Lysol Spray Disinfectant.

6. A subpoena, dated April 1, 2020, was issued to 19 Bloomfield Meat Farm, LLC d/b/a Super Fresh and/or Pine Tree Supermarket and the company responded. 19 Bloomfield Meat Farm, LLC acquired the store in February with its existing inventory of Lysol Spray Disinfectant as a bulk purchase. The bulk inventory report dated February 24, 2020 is included in Exhibit C. The store provided a sales summary for Lysol Spray Disinfectant for the period prior to the State of Emergency and it is included in Exhibit C. The sales summary which indicates that store 2456 sold the 12.5 ounce size can of Lysol Spray Disinfectant (UPC 1920080833) for \$8.49 per can on March 5, 2020, and for \$4.99 per can on March 7, 2020, before the State of Emergency. The \$8.49 price matches the shelf label. The company did not provide the Division with any evidence of an increase in supply costs for the Lysol Spray Disinfectant.
7. The increase in price of Lysol Spray Disinfectant from \$8.49 per can to \$11.99 per can was \$3.50 per can or approximately a 41% increase. The increase in the unit price per pound from \$10.87 to \$15.53 is approximately a 43% increase. The price increase from before the State of Emergency to after the State of Emergency exceeds 10%. The company did not provide any documents or information to justify the increase in the price.
8. On April 28, 2020, I reviewed the Division's records to determine if there were any other complaints against the store. I found several additional complaints which primarily alleged excessive increases in the price of water.
9. A review of the above-listed documents reveals incidents of price gouging with respect to Lysol Spray Disinfectant merchandise at 19 Bloomfield Meat Farm, LLC d/b/a Super Fresh and/or Pine Tree Supermarket, as defined by N.J.S.A. 56:8-109. See Exhibits A, B and C.
10. Certain of the above-referenced exhibits contain personal identifying information. That information has been redacted.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

  
CHRISTOPHER SPALDO

Dated: May 15, 2020  
Newark, New Jersey