

CHAPTER 45A

ADMINISTRATIVE RULES OF THE DIVISION  
OF CONSUMER AFFAIRS

Authority

N.J.S.A. 56:8-4.

Source and Effective Date

R.1995 d.618, effective November 6, 1995.  
See: 27 N.J.R. 3566(a), 27 N.J.R. 4899(b).

Executive Order No. 66(1978) Expiration Date

Chapter 45A, Administrative Rules of the Division of Consumer Affairs, expires on November 6, 2000.

Chapter Historical Note

Chapter 45A, Administrative Rules of the Division of Consumer Affairs was originally filed July 2, 1973, as R.1973 d.176, effective August 1, 1973. See: 5 N.J.R. 151(b), 5 N.J.R. 290(a). Petition for Rulemaking of prescription drug pricing. See: 22 N.J.R. 3166(b).

Subchapter 2, Motor Vehicle Advertising Practices, became effective July 15, 1973 as R.1973 d.183. See: 5 N.J.R. 191(a), 5 N.J.R. 290(d). Revisions to Subchapter 2 became effective November 17, 1986 as R.1986 d.362. See: 8 N.J.R. 235, 8 N.J.R. 563(b). Subchapter 2 was repealed and new rules adopted effective August 17, 1987 as R.1987 d.341. See: 19 N.J.R. 1056(a), 19 N.J.R. 1562(c). Subchapter 2 was repealed and new rules adopted effective May 15, 1989 as R.1989 d.253. See: 21 N.J.R. 115(a), 21 N.J.R. 1368(a).

Subchapter 3 was adopted as new rules, filed June 22, 1973, by R.1973 d.169, effective January 1, 1974. See: 5 N.J.R. 154(a), 5 N.J.R. 239(b).

Subchapter 4 was adopted as new rules, filed August 10, 1973, by R.1973 d.222, effective August 15, 1973. See: 5 N.J.R. 229(d), 5 N.J.R. 317(c).

Subchapter 5 was adopted as new rules, filed September 14, 1973, by R.1973 d.262, effective January 1, 1974.

Subchapter 6 was adopted as new rules by R.1979 d.392, effective October 1, 1979. See: 11 N.J.R. 386(a), 11 N.J.R. 580(e). Subchapter 6 was readopted as R.1984 d.526, filed October 24, 1984. See: 16 N.J.R. 2349(a), 16 N.J.R. 3214(a).

Subchapter 7 was adopted as new rules by R.1973 d.307, effective January 1, 1974. See: 5 N.J.R. 351(b), 5 N.J.R. 390(b). Subchapter 7 was readopted as R.1984 d.527, filed October 24, 1984. See: 16 N.J.R. 2350(a), 16 N.J.R. 3214(b).

Subchapter 8 was adopted as new rules, filed October 26, 1973, by R.1973 d.309, effective December 1, 1973. See: 5 N.J.R. 354(a), 5 N.J.R. 390(e).

Subchapter 9 was adopted as new rules, filed January 21, 1974, by R.1974 d.15, effective March 1, 1974. See: 5 N.J.R. 422(a), 6 N.J.R. 82(b). Amendments were adopted by R.1980 d.200, effective May 6, 1980. See: 12 N.J.R. 45(a), 12 N.J.R. 348(b). Subchapter 9 was readopted as R.1985 d.256, effective April 29, 1985. See: 17 N.J.R. 678(a), 17 N.J.R. 1323(b).

Subchapter 10 was adopted as new rules, filed January 21, 1974, by R.1974 d.16, effective March 1, 1974. See: 5 N.J.R. 421(a), 6 N.J.R. 82(c).

Subchapter 12 was adopted as new rules by R.1975 d.351, effective November 20, 1975. See: 7 N.J.R. 231(b), 7 N.J.R. 571(c). Subchapter 12 was repealed and new rules adopted by R.1988 d.271, effective

June 20, 1988. See: 19 N.J.R. 853(a), 20 N.J.R. 501(b), 20 N.J.R. 1463(a).

Subchapter 13 was adopted as new rules by R.1976 d.245, effective August 3, 1976. See: 8 N.J.R. 233(b), 8 N.J.R. 439(b).

Subchapter 14 became effective August 23, 1976 as R.1976 d.265. See: 8 N.J.R. 304(a), 8 N.J.R. 439(e). Amendments became effective October 10, 1980 as R.1980 d.444. See: 12 N.J.R. 130(a), 12 N.J.R. 672(d). Subchapter 14 expired on October 9, 1985 pursuant to Executive Order No. 66(1978). New Rules became effective December 16, 1985 as R.1985 d.643. See: 17 N.J.R. 2232(b), 17 N.J.R. 2991(c).

Subchapter 15 was adopted as new rules by R.1982 d.29, effective February 1, 1982. See: 13 N.J.R. 665(a), 14 N.J.R. 160(a).

Subchapter 16 became effective April 1, 1980 as R.1980 d.111. See: 11 N.J.R. 577(a), 12 N.J.R. 209(b). Subchapter 16 expired April 1, 1985, and a new Subchapter 16 became effective May 20, 1985 pursuant to Executive Order No. 66(1978) as R.1985 d.255. See: 17 N.J.R. 679(a), 17 N.J.R. 1325(a).

Pursuant to N.J.S.A. 45:17A-15, Subchapter 17, Sale of Advertising in Journals Relating or Purporting to Relate to Police, Firefighting or Charitable Organizations, was adopted as R.1981 d.294, effective August 6, 1981. See: 13 N.J.R. 235(b), 13 N.J.R. 520(b). Subchapter 17 was repealed by R.1990 d.606, effective December 17, 1990. See: 22 N.J.R. 2396(a), 22 N.J.R. 3758(a).

Subchapter 19 was adopted as new rules by R.1990 d.371, effective August 6, 1990. See: 22 N.J.R. 786(a), 22 N.J.R. 2331(c).

Subchapter 20 was adopted as new rules by R.1984 d.196, effective May 21, 1984. See: 16 N.J.R. 417(a), 16 N.J.R. 1281(b).

Subchapter 21, originally Representations Concerning and Requirements for the Sale of Kosher Food, was adopted as R.1984 d.113, effective April 2, 1984. See: 16 N.J.R. 220(a), 16 N.J.R. 741(a). Amendments were adopted as R.1984 d.402, effective September 4, 1984. See: 16 N.J.R. 1696(a), 16 N.J.R. 2371(a). Subchapter 21 was repealed and new rules regarding "the Sale of Kosher Products" were adopted as R.1987 d.450, effective November 2, 1987. See: 19 N.J.R. 1060(a), 19 N.J.R. 2060(d). Amendments were adopted as R.1990 d.433, effective September 4, 1990, and R.1990 d.606, effective December 17, 1990. See: 22 N.J.R. 1439(a), 22 N.J.R. 2747(c), 22 N.J.R. 2396(a), 22 N.J.R. 3758(a). Subchapter 21 was repealed and new rules were adopted as R.1994 d.204, effective April 18, 1994. See: 25 N.J.R. 3086(a), 26 N.J.R. 1667(a).

Subchapter 22, formerly Inspections of Kosher Meat Dealers, Kosher Poultry Dealers, and Dealers of Kosher Food and Food Products; Records Required to be Maintained by Kosher Meat Dealers and Kosher Poultry Dealers, was adopted pursuant to N.J.S.A. 56:8-4 as R.1985 d.407, effective August 5, 1985. See: 17 N.J.R. 1241(a), 17 N.J.R. 1901(b). Subchapter 21 was repealed and new rules on the subject were adopted as R.1987 d.450, effective November 2, 1987. See: 19 N.J.R. 1060(a), 19 N.J.R. 2060(d). Amendments were adopted as R.1990 d.606, effective December 17, 1990. See: 22 N.J.R. 2396(a), 22 N.J.R. 3758(a). Chapter 21 was repealed by R.1994 d.204, effective April 18, 1994. See: 25 N.J.R. 3086(a), 26 N.J.R. 1667(a).

Subchapter 23 was adopted as new rules by R.1985 d.306, effective June 17, 1985. See: 17 N.J.R. 680(a), 17 N.J.R. 1581(a).

Subchapter 24 was adopted as new rules by R.1993 d.372, effective July 19, 1993. See: 24 N.J.R. 3019(b), 24 N.J.R. 3666(a), 25 N.J.R. 3235(a).

Subchapter 25 was adopted as new rules by R.1988 d.23, effective January 4, 1988. See: 19 N.J.R. 1967(a), 20 N.J.R. 103(a). Subchapter 25 was repealed and new rules adopted by R.1988 d.520, effective November 7, 1988. See: 20 N.J.R. 2036(a), 20 N.J.R. 2790(b).

Subchapter 26 was adopted as new rules by R.1989 d.65, effective February 6, 1989. See: 20 N.J.R. 2681(b), 21 N.J.R. 339(b).

Pursuant to Executive Order No. 66(1978), Chapter 45A was re-adopted as R.1990 d.606, effective November 9, 1990. See: 22 N.J.R. 2396(a), 22 N.J.R. 3758(a).

Pursuant to Executive Order No. 66(1978), Chapter 45A was re-adopted as R.1995 d.618, effective November 6, 1995. As part of R.1995 d.618, Subchapter 2, Motor Vehicle Advertising Practices, Subchapter 6, Deceptive Practices Concerning Automotive Sales Practices, Subchapter 7, Deceptive Practices Concerning Automotive Repairs and Advertising, and Subchapter 8, Tire Distributors and Dealers, were recodified as Subchapters 26A, 26B, 26C and 26D respectively. See: Source and Effective Date. See, also, section annotations.

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**SUBCHAPTER 1. DECEPTIVE MAIL ORDER  
PRACTICES****13:45A-1.1 General provisions**

(a) Without limiting any other practices which may be unlawful under the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., this rule makes unlawful thereunder some specific practices in the mail order or catalog business.

(b) It is an unlawful practice in connection with the advertisement or sale of merchandise for a person conducting a mail order or catalog business to accept money through the mail or any electronic transfer medium, for merchandise ordered by mail, telephone, facsimile transmission or electronic mail and then permit six weeks to elapse without either:

1. Delivering or mailing the merchandise order; or
2. Making a full refund; or
3. Sending the consumer a letter or notice advising the consumer of the duration of an expected delay or the substitution of merchandise of equivalent or superior quality, and offering to send a refund within one week if so requested. If a proposal to substitute merchandise is made, it shall describe, in specific detail, how the substituted merchandise differs from the merchandise ordered; or
4. Sending the consumer substituted merchandise of equivalent or superior quality, together with:
  - i. A written notice offering, without reservation, to accept the return of the merchandise at the seller's expense within 14 days of receipt of the merchandise and, upon request, the consumer's choice of either, a refund of cash paid, including the amount of postage to return the item, or a credit; and

ii. A postage-paid letter or card on which the consumer may indicate whether he wishes the purchase price to be refunded or credited to his account within 14 days of receipt of the letter or card by the seller. The consumer's request entered on such a letter or card must be honored by the seller; and

iii. The written notice and postage-paid letter or card, as stated in (b)4i and ii above, need not be sent with the merchandise, if in lieu thereof, a statement that the seller will accept the return of the merchandise for a period of at least 14 days without reservation is printed in the catalog itself.

(c) For purposes of (b)3 and 4 above, merchandise may not be considered of "equivalent or superior quality" if it is not substantially similar to the merchandise ordered or not fit for the purposes intended, or if the seller normally offers the substituted merchandise at a price lower than the price of the merchandise ordered.

(d) Subsection (b) above does not apply:

1. To merchandise ordered pursuant to an open-end credit plan as defined in the Federal Consumer Credit Protection Act or any other credit plan pursuant to which the consumer's account was opened prior to the mail order in question, and under which the creditor may permit the customer to make purchases from time to time from the creditor or by use of a credit card; or

2. When all advertising for the merchandise contains a notice (which, in the case of printed advertising, shall be in a type size at least as large as the price) that delay may be expected of a specified period. In such cases, one of the events described in (b) above must occur no later than one week after expiration of the period specified in the advertisement; or

3. To merchandise, such as quarterly magazines, which by their nature are not produced until a future date and for that reason cannot be stocked at the time of order; or

4. To installments other than the first of merchandise, such as magazine subscriptions, ordered for serial delivery.

(e) It is an unlawful practice in connection with the advertisement or sale of merchandise for a person conducting a mail order or catalog business to fail to disclose the legal name of the company and the complete and permanent street address from which the business is actually conducted in any materials, including advertising and promotional materials, order blanks and order forms, which contain a mailing address other than the actual street address from which the business actually engages in or conducts business.

(f) The provisions of this section shall apply to any person who conducts a mail order or catalog business in or from the State of New Jersey or who advertises or sells merchandise via mail order or catalog into this State.

Amended by R.1995 d.618, effective December 4, 1995.  
See: 27 N.J.R. 3566(a), 27 N.J.R. 4899(b).

#### Case Notes

Franchise arrangement; application of New Jersey Consumer Fraud Act. *J & R Ice Cream Corp. v. California Smoothie Licensing Corp.*, C.A.3 (N.J.)1994, 31 F.3d 1259.

Purchaser of rail cars was not a "consumer" and the car design was not "merchandise" under New Jersey Consumer Fraud Act. *R.J. Longo Const. Co., Inc. v. Transit America, Inc.*, D.N.J. 1996, 921 F.Supp. 1295.

Multi-million dollar transaction between large corporations not covered by Consumer Fraud Act. *BOC Group, Inc. v. Lummus Crest, Inc.*, 251 N.J.Super. 271, 597 A.2d 1109 (L.1990).

Action against gas company for misuse of Purchased Gas Adjustment Clause was not cognizable under the Consumer Fraud Act; Public Utilities Commission has exclusive jurisdiction over misuse of such clauses. *Daaleman v. Elizabethtown Gas Co.*, 77 N.J. 267, 390 A.2d 566 (1978).

Respondent's motion to depose the Executive Director of the Office of Consumer Protection, in furtherance of defense that inspection processes were arbitrary and capricious, denied due to lack of good cause showing that information could not be otherwise obtained. *Div. of Consumer Affairs v. Acme Markets, Inc.*, 3 N.J.A.R. 210 (1981).

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## SUBCHAPTER 2. (RESERVED)

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## SUBCHAPTER 3. SALE OF MEAT AT RETAIL

### 13:45A-3.1 Definitions

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

"Back ribs" means ribs derived from the rib area of pork loin.

"Bottom sirloin butt" means meat derived from the posterior portion of the loin of cattle after removal of the short loin and which is the lower portion (ventral side) of the sirloin after removal of the top sirloin butt (dorsal side) by a cut following the natural muscle seam (blue tissue).

"Club steak" means meat derived from the anterior end (rib end) of the short loin of cattle or the posterior end (loin end) of the rib. Any labeling of or advertising for "club steak" shall indicate short loin or rib, whichever is appropriate.

(e) Records set forth in this subchapter shall be made available for inspection by the Division at any reasonable time and upon reasonable notice.

Amended by R.1995 d.618, effective December 4, 1995.  
See: 27 N.J.R. 3566(a), 27 N.J.R. 4899(b).

### 13:45A-20.7 Advertising

(a) A ticket reseller shall not attempt in any advertising material, directly or indirectly, to include any statement or representation relating to a concert that has not been scheduled to occur on a particular date and at a specific place of entertainment.

(b) A licensee shall clearly and conspicuously disclose his license number in any public advertisement or advertising material.

(c) Advertising for any event by a ticket reseller shall include the price charged by a place of entertainment for each ticket offered for sale but ticket prices are not required to be included in pamphlets, brochures or billboards prepared as a schedule of events prior to the time a ticket is offered for sale.

Amended by R.1995 d.618, effective December 4, 1995.  
See: 27 N.J.R. 3566(a), 27 N.J.R. 4899(b).

## SUBCHAPTER 21. REGULATIONS CONCERNING THE SALE OF FOOD REPRESENTED AS KOSHER

### 13:45A-21.1 Definitions

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

“Advertises, represents or holds itself out” means engaging, directly or indirectly, in promotional activities including, but not limited to, oral representations, newspaper, radio and television advertising, telephone book listings, distribution of fliers and menus and any in-store signs or announcements.

“Dairy” means a food that is or contains any milk or milk derivative.

“Dealer” means any establishment that advertises, represents or holds itself out as selling, preparing or maintaining food as kosher. This shall include, but not be limited to, manufacturers, slaughterhouses, wholesalers, stores, restaurants, hotels, caterers, catering facilities, butcher shops, summer camps, bakeries, delicatessens, supermarkets, grocery stores, nursing homes, freezer dealers and food plan companies. Such establishments may also deal in food not represented as kosher.

“Director” means the Director of the Division or his or her designee.

“Disclosure” means the form(s) provided by the Division and executed by a dealer for the purpose of disclosing to consumers and to the Division practices relating to the preparation, handling and sale of food represented to be kosher.

“Division” means the Division of Consumer Affairs in the Department of Law and Public Safety.

“Food” means a food, food product, ingredient, dietary supplement or beverage.

“Kosher brand” means a branding symbol approved by the United States Department of Agriculture and used by slaughterhouses.

“Meat” means animal and/or poultry meat, meat products and/or meat by-products.

“Pareve” means a food which contains neither meat nor dairy products and unless otherwise disclosed by the merchant is represented to be kosher.

“Person” means an individual, corporation, business trust, trust, estate, partnership, association, two or more persons having a joint or common interest or any other legal or commercial entity. When used in this subchapter, “person” shall include, but not be limited to, all retail establishments, all dealers as defined above, manufacturers, wholesalers, processors, slaughterhouses and all others along the chain of commerce from the time the product is produced or, in the case of meat or poultry, from the time of slaughter to the time of its sale.

“Plumba” means the seal commonly used in the kosher industry with the word “kosher” indicated either in English or Hebrew letters, and with certain letters, figures or emblems indicated that will positively identify such plumba with the particular slaughterhouse where the animal or poultry was slaughtered or processed.

“Properly sealed packages” means those packages which bear a kosher symbol insignia and are sealed by the manufacturer, processor or wholesaler at its premises.

“Sell” means to offer for sale, expose for sale, serve or sell, directly or indirectly.

“Tag” means an identification of whatever form bearing the name and address of the slaughterhouse where the animal was slaughtered, the name of the person who sanctioned the slaughtering of meat at the slaughterhouse named and the date of the slaughter. All requisite information must be included in English with Arabic numerals. It may also contain the information in other languages. When information presented in English with Arabic numerals conflicts with information presented in other languages, the

information presented in English with Arabic numerals shall be considered definitive.

“Wash letter” means the document stating the time and date the meat was last washed. All requisite information must be included in English with Arabic numerals. It may also contain information in other languages. When this information is not delineated on the attached tags, the wash letter must accompany the meat until the meat is fully fabricated. When information presented in English with Arabic numerals conflicts with the information presented in other languages, the information presented in English with Arabic numerals shall be considered definitive.

“Wholesaler” means any person selling food to another person where that food is intended for resale.

### 13:45A-21.2 Disclosure requirements

(a) A dealer shall post on premises where food is sold, in a location readily visible to the consumer, a completed disclosure statement provided by the Division for that purpose.

1. In establishments such as hospitals or other places where representations that food is kosher are not made until after the consumer has made a request for kosher food, the disclosure shall be provided to the consumer either prior to serving the food or together with the food served.

2. Nursing homes, summer camps, caterers or other places providing food pursuant to a contract shall provide the consumer or his or her legal representative with a copy of the disclosure prior to the signing of the contract. This requirement is in addition to the posted disclosure stated in (a) above.

(b) A dealer representing itself as having rabbinical supervision shall post in a location on its premises, readily visible to the consumer, the completed rabbinical supervision disclosure statement provided by the Division.

(c) A dealer selling food represented as kosher for Passover shall post on its premises, in a location readily visible to the consumer, a completed Passover disclosure provided by the Division for that purpose. The disclosure must be posted at least 30 days before Passover and stay posted until the conclusion of Passover.

1. Where a dealer assumes a facility to be used exclusively for the Passover holiday and it is not its regular facility, that dealer is not required to post the Passover disclosure until such time as it takes residence in that facility.

2. Nursing homes, summer camps, caterers or other places providing food during Passover pursuant to a contract shall provide the consumer or his or her legal representative with a copy of the disclosure prior to the signing of the contract. This requirement is in addition to the posted disclosure stated in (c) above.

(d) A dealer shall complete and return to the Division within 14 calendar days of receipt:

1. The copy of the disclosure form provided by the Division for that purpose; and

2. If representing to be under rabbinical supervision, the copy of the disclosure form provided by the Division for that purpose; and

3. If representing the sale of food as kosher for Passover, the copy of the disclosure form as provided in (c) above.

(e) A dealer completing the disclosures as stated in (a), (b), (c) and/or (d) above is required to conform sales practices to those disclosures.

(f) Dealers shall immediately amend disclosures to reflect any change in the posted practices and shall inform the Director, in writing, and if applicable, any party to a contract, within 14 calendar days of any change in the stated information.

(g) A dealer representing itself as being under rabbinical supervision shall maintain a permanently bound logbook that shall include for each inspection visit of the supervising rabbi or his representative the signature and printed name of the person performing the inspection, date and time of arrival at the establishment. The logbook shall be maintained for a period of not less than two years after the final entry.

(h) Persons advertising the sale of both food represented as kosher and food not represented as kosher shall display in a prominent place in its front window or front entrance the following sign which shall be printed in block letters at least four inches in height: “KOSHER AND NONKOSHER FOOD SOLD HERE.”

1. In the case of a restaurant, hotel, caterer or other place where food is served the word “SERVED” may be submitted for “SOLD.”

2. Any dealer posting the disclosure required in (a) above and identifying itself on that form as selling kosher and nonkosher food is not required to post the disclosure stated in this subsection.

(i) Any person whose sole representation of kosher is limited to properly sealed packages prepared by others shall be exempt from the requirements of this section.

#### Case Notes

Regulating kosher products violated establishment clause. *Ran-Dav's County Kosher, Inc. v. State*, 129 N.J. 141, 608 A.2d 1353 (1992) certiorari denied 113 S.Ct. 1366, 122 L.Ed.2d 744.

Regulation of kosher products did not constitute permissible accommodation of Orthodox Judaism. *Ran-Dav's County Kosher, Inc. v. State*, 129 N.J. 141, 608 A.2d 1353 (1992) certiorari denied 113 S.Ct. 1366, 122 L.Ed.2d 744.

State regulation of kosher products violated establishment clause. *Ran-Dav's County Kosher, Inc. v. State*, 129 N.J. 141, 608 A.2d 1353 (1992) certiorari denied 113 S.Ct. 1366, 122 L.Ed.2d 744.

State consumer protection regulations governing preparation, maintenance, and sale of kosher products did not constitute permissible accommodation of Orthodox Judaism under establishment clauses of State or Federal Constitutions, where attorney general failed to point to any state-imposed burdens under which Orthodox Jews currently suffered. *Ran-Dav's County Kosher, Inc. v. State*, 129 N.J. 141, 608 A.2d 1353 (1992) certiorari denied 113 S.Ct. 1366, 122 L.Ed.2d 744.

State consumer protection regulations governing preparation, maintenance, and sale of kosher products violated establishment clauses of Federal and State Constitutions, where regulations imposed substantive religious standards for kosher products industry and authorized civil enforcement of those religious standards with assistance of clergy, directly and substantially entangling government in religious matters. *Ran-Dav's County Kosher, Inc. v. State*, 129 N.J. 141, 608 A.2d 1353 (1992) certiorari denied 113 S.Ct. 1366, 122 L.Ed.2d 744.

State consumer protection regulations governing preparation, maintenance, and sale of kosher products did not constitute permissible accommodation of Orthodox Judaism under establishment clauses of State or Federal Constitutions, where attorney general failed to point to any state-imposed burdens under which Orthodox Jews currently suffered. *Ran-Dav's County Kosher, Inc. v. State*, 129 N.J. 141, 608 A.2d 1353 (1992) certiorari denied 113 S.Ct. 1366, 122 L.Ed.2d 744.

Regulations regarding kosher products were valid. *Ran-Dav's County Kosher, Inc. v. State*, 243 N.J.Super. 232, 579 A.2d 316 (A.D.1990) reversed 129 N.J. 141, 608 A.2d 1353, certiorari denied 113 S.Ct. 1366, 122 L.Ed.2d 744.

Test for determining validity of kosher product regulations is not whether there are no circumstances where regulations would be valid or invalid. *Ran-Dav's County Kosher, Inc. v. State*, 243 N.J.Super. 232, 579 A.2d 316 (A.D.1990) reversed 129 N.J. 141, 608 A.2d 1353, certiorari denied 113 S.Ct. 1366, 122 L.Ed.2d 744.

### 13:45A-21.3 Labeling requirements

(a) A dealer shall ensure that all meat and/or poultry slaughtered to be sold as kosher shall have affixed to it at the slaughterhouse a tag and/or plumba.

(b) The day of the slaughter, where required, shall be reflected by an incision of a Hebrew letter or an English letter, A through F, with Sunday being represented with the letter A. The identification shall be affixed as follows:

1. All forequarters of steers, cows, bulls, heifers, and yearling calves ("baby beef"), shall arrive at wholesalers and butchers with the following kosher identifications:

i. Breast, rib plate, chuck, shoulder: A tag attached by a wire or plastic. Additionally, the rib-cage of each quarter shall indicate the day of slaughter;

ii. All hanging tenders, spleens, oxtails, hearts and intestines (kishka) shall be identified with a tag attached by a wire or plastic, and by the use of a rubber stamp. Skirt steaks (from the diaphragm) when disconnected at the packing house or deboning rooms shall be affixed with a tag attached by a wire or plastic or legibly stamped with a stamp indicating the date of slaughter and kosher supervisor's name;

iii. Liver: two kosher brands, one on the liver's top portion, the other near the bottom. Additionally, a tag

shall be attached to the white sinew on the liver's side, by a wire or plastic;

iv. Feet: a tag attached by a plumba-wire to each foot;

v. Breads: a tag attached by a plumba-wire to each pair;

vi. Brains: a tag attached by a plumba-wire to each brain when sold separately from the head;

vii. Tongue: a tag attached by a wire or plastic, as well as a kosher brand; and

viii. Breastbone: incisions indicating day of slaughter;

2. All foresaddles of veal shall arrive at wholesalers and butchers with the following identification attached at the slaughterhouse:

i. Breast: incision on each breast indicating day of slaughter. In addition, each breast shall be affixed with a tag attached by a plumba-wire;

ii. Rack: each rack shall bear an incision, in the rib-cage area, indicating the day of slaughter. If wholesalers, butchers or processors ship the rack separately, a tag shall be affixed by a wire or plastic to each rack;

iii. Liver: a kosher brand, plus a tag attached by a wire or plastic at the white sinew on the liver's side;

iv. Feet: a tag attached by a plumba-wire;

v. Breads: a tag attached by a plumba-wire to each pair; and

vi. Tongue: a tag attached by a wire or plastic, plus a kosher brand;

3. All foresaddles of lamb and mutton shall arrive at wholesalers and butchers with the following identification attached at the slaughterhouse:

i. Breast: incision on each breast indicating day of slaughter. In addition, each breast shall be affixed with a tag attached by a plumba-wire;

ii. Rack: each rack shall bear an incision, in the rib-cage area, indicating the day of slaughter. If wholesalers, butchers or processors ship the rack separately, a tag shall be affixed by a wire or plastic to each rack;

iii. Liver: a kosher brand, plus a tag attached by a wire or plastic at the white sinew on the liver's side; and

iv. Tongue: a tag attached by a wire or plastic, plus a kosher brand; and

4. Cheek-meat, ground (chopped) meat, shoulder clods, skirts, flanken, and other such meat that are piled or stored inside plastic bags or vacuum packed and thereafter shipped, shall have a tag placed inside the bag or container as well as a kosher stamp or tag attached to the

package's exterior. If the items have not been salted, a tag indicating the last washing shall be included. Meat shipped as indicated in this paragraph shall not be contained in packages exceeding 10 pounds. Each brisket or plate shipped in "combos" shall be affixed with a tag.

(c) Portions of meat, excluding poultry, having been fabricated by the wholesaler, regardless of the size of the portion, must have a tag affixed to it. The tag shall bear the name and address of the wholesaler, the name of the slaughterhouse from which the meat was purchased, the name of the authority sanctioning the kosher slaughter, the date of the fabrication of the meat and whether the meat has been soaked and salted. If the meat was not soaked and salted the tag must include the date and time of the last washing of the meat.

(d) A document containing the information specified in (c) above may be substituted for the tag provided that the meat is identified with either a tag or plumba.

(e) Except as provided in (f) below, all poultry sold as kosher must have plumbas affixed at the slaughterhouse, as follows:

1. Turkey necks: 10 pounds or less, in a bag securely closed with a plumba.
2. Chicken necks: five pounds or less, in a bag securely closed with a plumba.
3. Chicken and turkey livers: five pounds or less, in a bag securely closed with a plumba.
4. Chicken and turkey gizzards: five pounds or less, in a bag securely closed with a plumba.
5. Chicken wings: five pounds or less, in a bag securely closed with a plumba.
6. Turkey wings: 10 pounds or less, in a bag securely closed with a plumba.
7. Chicken and turkey thighs with back portion: five pounds or less, in a bag securely closed with a plumba.
8. Chicken and turkey legs: five pounds or less, in a bag securely closed with a plumba.
9. Chicken and turkey boneless breasts: five pounds or less, in a bag and securely closed with a plumba.
10. Chicken and turkey breasts: five pounds or less, in a bag securely closed with a plumba.
11. Chicken and turkey boneless bottom meat: five pounds or less, in a bag securely closed with a plumba.
12. Chicken and turkey whole poultry: Each piece shall have a plumba securely affixed to it.

(f) A poultry processor may apply to the Director for an exemption from the labeling requirements of (e) above based on volume sales to an individual entity. The Director retains discretion to approve alternative labeling requirements for such shipments.

(g) The slaughterer and/or wholesaler of poultry and/or meat sold as kosher shall ensure that plumbas and/or tags are affixed and so remain, as stated in this section. Slaughterers and/or wholesalers who have sold meat and/or poultry not in compliance with this section shall not refuse to accept returned poultry and/or meat and must provide a refund for the returned item.

(h) All excised fats, veins or meat trimmings which will be sent to a renderer or discarded shall be put into receptacles marked DISCARD. Such fats, veins and trimmings shall not then be sold or used as kosher.

(i) A dealer shall not remove plumbas, tags or any other marks of kosher identification affixed to meat and/or poultry at the slaughterhouse or by the wholesaler until immediately preceding the final fabrication of the product.

(j) A dealer shall not remove the identifying kosher marks of any food until immediately prior to the sale or use of the product.

(k) A dealer who represents in its disclosure that it does not soak and salt its meat but washes it within every 72 hour period, shall disclose legibly the date and time of the day, A.M. or P.M., of each washing and the name of the person performing the washing, on all tags attached to the meat or shall write the information on a wash letter. This applies to all meat sent from slaughterhouses, wholesalers, butcher shops, or any other place until the meat has been fully fabricated.

(l) A dealer shall indicate the date of packaging on the label of packaged raw meat, excluding poultry.

(m) A dealer shall ensure that packaged raw meat, excluding poultry, shall bear one of the following disclosures: "soaked and salted," "not soaked and salted" or "soaked and salted upon request only."

#### Case Notes

Regulations covering kosher products were valid. *Ran-Dav's County Kosher, Inc. v. State*, 243 N.J.Super. 232, 579 A.2d 316 (A.D.1990) reversed 129 N.J. 141, 608 A.2d 1353, certiorari denied 113 S.Ct. 1366, 122 L.Ed.2d 744.

Test to determine validity of kosher product regulation was not that there were no circumstances where regulations would be valid or invalid. *Ran-Dav's County Kosher, Inc. v. State*, 243 N.J.Super. 232, 579 A.2d 316 (A.D.1990) reversed 129 N.J. 141, 608 A.2d 1353, certiorari denied 113 S.Ct. 1366, 122 L.Ed.2d 744.

**13:45A-21.4 Recordkeeping requirements**

Complete and accurate records of all meat and/or poultry purchased as kosher shall be kept by dealers. This shall include the name and address of the slaughterhouse, wholesaler or other source from which such purchases are made, the dates, quantities and identity or nature of meat and/or poultry, and copies of all invoices and bills of sale. A dealer shall retain such records on its premises for a two year period following the purchase of properly identified kosher meat and/or poultry. Wash letters as referred to in N.J.A.C. 13:45A-21.1 shall be kept as long as the meat is in possession of the dealer and shall be kept attached to its appropriate invoice.

**13:45A-21.5 Filing requirements**

(a) Every dealer shall file annually with the Director:

1. If the dealer is under rabbinical supervision, a letter, in English, from a supervising rabbi or rabbinical agency that the dealer is rabbinically supervised. The letter shall include the name and address of the person providing the certification, the date the letter was issued, the date it becomes effective, the date it expires, the name and address of the dealer receiving certification and the type of establishment certified;

2. In the case of products produced on behalf of another person, a letter, in English, from the supervising rabbi or rabbinical agency that states the name and address of the person providing the certification, the date the letter was issued, the date it becomes effective, the date it expires, the name and address of the manufacturer receiving certification, the type of establishment certified, and where applicable, the specific products and brands certified; or

3. If the establishment is not under rabbinical supervision, a letter so stating.

(b) Any individual or organization giving rabbinical supervision to any dealer located in New Jersey shall file annually with the Director a document listing the name, address and type of each establishment that is supervised.

(c) Dealers required to file pursuant to this section shall provide written notification to the Director of any change related to rabbinical supervision, represented status, address or ownership status within seven business days of such change.

(d) Any person whose sole representation of kosher products is limited to properly sealed packages prepared by others shall be exempt from the requirements of this section.

**13:45A-21.6 Inspections of dealers**

(a) Inspections are to be conducted by authorized inspectors of the Division.

(b) For the purpose of making any inspection an inspector shall have a right of entry to, upon and through the business premises of persons making any representation of kosher.

**13:45A-21.7 Unlawful practices**

(a) In addition to a violation of any other laws, the following shall constitute an unlawful practice under the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq.:

1. Failure to comply with the disclosure requirements of N.J.A.C. 13:45A-21.2;

2. Failure to comply with the filing requirements of N.J.A.C. 13:45A-21.5;

3. Failure to conform sales practices with the posted disclosures;

4. Failure to conform posted disclosures with the disclosure filed with the Division;

5. Use of any of the following in the advertisement or sale of any food by a dealer that fails to post or file the required disclosure or by a person not representing itself as selling kosher food:

i. By direct statements, orally or in writing, that the food sold is kosher or pareve;

ii. By display or by inscription on any food or its package, container or contents, the word "kosher", "pareve", "Glatt" or "rabbinical supervision" or similar expression, in any language, or by any sign, emblem, insignia, six-pointed star, Menorah, symbol or mark in simulation of the word kosher unless such inscription is on a properly sealed package; or

iii. By display on any interior or exterior sign, menu or otherwise, or by advertisement, either oral or in writing, the words "kosher-style", "kosher-type", "Jewish", "Hebrew", "holiday (Jewish) foods", "traditional (Jewish)", "Bar Mitzvah", "Bat Mitzvah" or other similar words, either alone or in conjunction with the word "type", "style" or other similar expression, unless there is clearly and conspicuously stated a disclaimer in the same size type or letters in some prominent place or location on the sign or menu or in the case of an advertisement in type no smaller than the smallest type in the advertisement, and in no event less than 10-point type, that the product or products offered for sale are not represented as kosher.

(1) The disclaimer shall appear in a box within the advertisement and shall be preceded with the word "NOTICE" or other similar word, in not smaller than bold 14-point type.

(2) An advertisement that utilizes any kosher symbol that also promotes the sale of non-kosher food is in violation of this section unless there is clearly and conspicuously stated in the advertisement a disclaimer in accordance with the requirement of this section,

that some of the food offered for sale is not represented to be kosher;

6. By advertising an establishment as being under rabbinical supervision without including in the advertisement the name of the supervising rabbi or agency;

7. By representing a food and/or an establishment as being under rabbinical supervision when that food and/or establishment is not in conformance with the requirements of that supervision;

8. Use by any person of a recognized kosher food symbol, including but not limited to OU, OK, Kof-K, Triangle-K, Star-K, without first obtaining written authorization from the person or agency represented by that symbol;

9. Use of the word(s) "kosher" or "pareve" or a kosher symbol insignia or the letter(s) "K", "KM," "KP" or "KD", on properly sealed packages that are not produced under rabbinical supervision, shall bear the statement "not under rabbinical supervision" in bold type on the label;

10. Use of the letter "P" as part of a kosher symbol on any product when that product is not represented as kosher for Passover;

11. Possession by any person, other than the manufacturer or packer at its premises, of kosher or kosher for Passover identification bearing a kosher symbol, unless the certifying entity of that symbol authorizes application of that symbol to that product on that premise;

12. Possession by any person of meat and/or poultry represented as having been slaughtered to be sold as kosher, when that meat and/or poultry is not properly identified with the slaughterhouse tag and/or plumba or the wholesaler's tag;

13. Failure to comply with the labeling requirements of N.J.A.C. 13:45A-21.3;

14. Failure to comply with the recordkeeping requirements of N.J.A.C. 13:45A-21.4;

15. Failure to allow an inspector entry upon the business premises of a dealer or to interfere in any way with an inspection;

16. Failure to respond in a timely fashion to an inquiry conducted by the Division;

17. Failure to attend any scheduled proceeding as directed by the Division. In the event that a person elects to retain counsel for the purpose of representation in any such proceeding, it shall be the person's responsibility to do so in a timely fashion. The failure of a person to retain counsel, absent a showing of good cause for such failure, shall not require an adjournment of the proceeding;

18. Failure to answer any question pertinent to an inquiry made pursuant to N.J.S.A. 56:8-3, or other applicable law, unless the response is subject to a bona fide claim of privilege; or

19. Failure to make a proper and timely response by way of appearance and/or production of documents to any subpoena issued pursuant to N.J.S.A. 56:8-3 or as otherwise may be provided by law.

#### Case Notes

Regulations covering kosher products had a secular purpose and were valid. *Ran-Dav's County Kosher, Inc. v. State*, 243 N.J.Super. 232, 579 A.2d 316 (A.D.1990) reversed 129 N.J. 141, 608 A.2d 1353, certiorari denied 113 S.Ct. 1366, 122 L.Ed.2d 744.

Test to determine validity of kosher product regulations was not whether there were any circumstances where regulations were valid or invalid. *Ran-Dav's County Kosher, Inc. v. State*, 243 N.J.Super. 232, 579 A.2d 316 (A.D.1990) reversed 129 N.J. 141, 608 A.2d 1353, certiorari denied 113 S.Ct. 1366, 122 L.Ed.2d 744.

#### 13:45A-21.8 Presumptions

Possession by a dealer of any product not in conformance with its disclosure is presumptive evidence that the dealer is in possession of that food with the intent to sell.

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#### SUBCHAPTER 22. (RESERVED)

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#### SUBCHAPTER 23. DECEPTIVE PRACTICES CONCERNING WATERCRAFT REPAIR

##### 13:45A-23.1 Definitions

"Customer" means the owner, or any family member, employee or any other person whose use of the watercraft is authorized by the owner.

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

"Repair of watercraft" means all maintenance and repair to such watercraft, its engine or motor, but excluding lubrication, oil changes, installing light bulbs, and other such minor accessories and services. No service or accessory to be installed shall be excluded for purpose of this rule if the Director determines that the performance of the service or the installation of an accessory requires mechanical expertise has given rise to a high incidence of fraud or deceptive practices or involves a part of such watercraft essential to its safe operation.

(b) "Tire purchaser" means a person who buys or leases a new or newly retreaded tire, or who buys or leases for 60 days or more a motor vehicle containing a new tire or newly-retreaded tire, for purposes other than resale.

(c) Each motor vehicle dealer who sells a used motor vehicle for purposes other than resale, or who leases a motor vehicle for more than 60 days, that is equipped with new tires or newly-retreaded tires, is considered to be a tire dealer.

(d) Each person selling a new motor vehicle to first purchasers for purposes other than resale that is equipped with tires that were not on the motor vehicle when shipped by the vehicle manufacturer is considered a tire dealer.

Recodified from 13:45A-8.1 and amended by R.1995 d.618, effective December 4, 1995. See: 27 N.J.R. 3566(a), 27 N.J.R. 4899(b).

13:45A-26D.2 Deceptive practices

(a) It shall be a deceptive practice in connection with the sale of tires to consumers resident in New Jersey, or by tire distributors or dealers doing business in New Jersey, unless the tire distributor or dealer who makes the sale provides the retail purchaser with a true copy of the information that the seller, tire distributor or his designee forwards to the manufacturer as required by 49 C.F.R. section 574.8, at the time such information is forwarded.

(b) Such information includes:

- 1. Name and address of the tire purchaser;
2. Tire identification number molded into or onto the sidewall of the tire sold;
3. Name and address of the tire seller.

Recodified from 13:45A-8.2 by R.1995 d.618, effective December 4, 1995. See: 27 N.J.R. 3566(a), 27 N.J.R. 4899(b).

13:45A-26D.3 Violations

Without limiting the prosecution of any other practices which may be unlawful under the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., any violations of the provisions of this rule shall be subject to the sanctions contained in said Consumer Fraud Act.

Recodified from 13:45A-8.3 by R.1995 d.618, effective December 4, 1995. See: 27 N.J.R. 3566(a), 27 N.J.R. 4899(b).

SUBCHAPTER 27. (RESERVED)

SUBCHAPTER 28. MOTOR VEHICLE LEASING

Authority
N.J.S.A. 56:8-4 and 56:12-60 et seq., specifically 56:12-69.

Source and Effective Date

R.1996 d.129, effective March 4, 1996. See: 27 N.J.R. 4130(a), 28 N.J.R. 1394(b).

Subchapter Historical Note

Subchapter 28, Motor Vehicle Leasing, was adopted as N.J.A.C. 13:45A-28.8 by R.1996 d.129, effective March 4, 1996. See: Source and Effective Date.

13:45A-28.1 through 13:45A-28.7 (Reserved)

13:45A-28.8 Credit check of lessee; right to review contract

(a)-(c) (Reserved)

(d) A lessee may waive his or her right to review the contract under N.J.S.A. 56:12-67b(1) provided the lessee obtains a waiver from the lessor which appears in 12-point Times Roman print (except for the document title "WAIVER" which shall appear in 14-point Times Roman print) and contains the following:

WAIVER

I HAVE BEEN ADVISED THAT UNDER THE NEW JERSEY CONSUMER PROTECTION LEASING ACT, N.J.S.A. 56:12-60 et seq., I AM ENTITLED TO REVIEW THE LEASE CONTRACT FOR ONE 24-HOUR BUSINESS DAY BEFORE SIGNING. I CHOOSE TO WAIVE THAT RIGHT AND SIGN THE LEASE NOW.

LESSEE'S (CONSUMER'S) INITIALS
LESSOR'S (DEALER'S) INITIALS
CO-LESSEE'S INITIALS
VEHICLE: Year Make Model VIN Number

THE LESSOR (DEALER) HAS REVIEWED THE FOLLOWING ELEMENTS OF THE LEASE DISCLOSURE WITH ME:

\$ MSRP (New Vehicle Only)
\$ Acquisition Fee
\$ Total Cost of Options and Extras Not Included in MSRP
\$ Security Deposit
\$ Optional Warranty or Insurance Charge
\$ Title and Registration Fees for:
\$ Gross Capitalized Cost of Vehicle
\$ Capitalized Cost Reduction, includes:
\$ Initial Cash Payment

\$\_\_\_\_\_ Trade-in Credit  
 \$\_\_\_\_\_ Rebates  
 \$\_\_\_\_\_ Total Capitalized Cost/Adjusted Capitalized Cost  
 \$\_\_\_\_\_ Residual Value  
 \$\_\_\_\_\_ Per Mile Over \_\_\_\_\_ Miles  
 \$\_\_\_\_\_ Amount of Periodic Payment  
 \_\_\_\_\_ Total Number of Periodic Payments  
 \$\_\_\_\_\_ Total Fixed Cost of Lease (No Option to Purchase Vehicle) or  
 \$\_\_\_\_\_ Total Cost of Lease (With Option to Purchase)

Excess Wear and Damage Charges have been explained to me.  
 \_\_\_\_\_  
 (Lessee's and Lessor's Initials)  
 (For leases with purchase option): How I may purchase this vehicle at the end of the lease has been explained to me.  
 \_\_\_\_\_  
 (Lessee's and Lessor's Initials)

THE END OF THE LEASE AND THAT THE LEASED PROPERTY BELONGS TO THE LESSOR.

Dated \_\_\_\_\_  
 \_\_\_\_\_  
 Lessee's (Consumer's) Signature  
 \_\_\_\_\_  
 Co-Lessee's Signature  
 \_\_\_\_\_  
 Lessor's Signature

1. The waiver shall be completed in full without any blank spaces to be filled in after the waiver has been signed by the lessee. Any item which is inapplicable may be marked "not applicable" or "NA".
2. The waiver shall be retained by the lessor for the duration of the lease and a copy shall be given to the lessee upon signing.
3. A copy of the waiver shall be provided to the Division of Consumer Affairs upon request.

I UNDERSTAND THAT THIS IS A LEASE AGREEMENT AND NOT A PURCHASE AGREEMENT, THAT THE PROPERTY BEING LEASED MAY NOT HAVE ANY EQUITY OR OWNERSHIP VALUE TO ME AT

Administrative correction.  
 See: 28 N.J.R. 1860(a).