



**STATE OF CONNECTICUT
BEFORE THE
ATTORNEY GENERAL
AND THE
COMMISSIONER OF CONSUMER PROTECTION**

In the Matter of

The Joseph J. Mottes Company and Becker Construction Company

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance is provided to George Jepsen, Attorney General, and Jonathan A. Harris, Commissioner of the Department of Consumer Protection of the State of Connecticut (together, the "State"), by the Respondents The Joseph J. Mottes Company, 10 Meadow Lane, Stafford Springs, CT 06076 ("Mottes") and Becker Construction Company, P.O. Box 535, Willington, CT, 06279 ("Becker") (together, "Respondents"), pursuant to the provisions of Connecticut General Statutes § 42-110j.

Whereas, the State has an ongoing investigation into the cause of residential foundation deterioration within the State of Connecticut;

Whereas, the State has not yet reached a conclusion as to the cause of residential foundation deterioration within the State of Connecticut;

Whereas, Mottes disputes that the ready mix concrete that it manufactured and sold was defective or otherwise a cause of deteriorating residential foundations within the State of Connecticut;

Whereas, Mottes represents that it has not and does not install residential foundations;

Whereas, Mottes has expressed an intention to cease operations and sell or lease its real estate and batch plants to third parties;

Whereas, Becker and Mottes have cooperated with the State's investigation and wish to provide assurances to the State that, for a certain period of time as set forth herein, they will not sell stone aggregate for use in residential foundations, or concrete made with aggregate containing pyrrhotite to be used in residential foundations;

Now, therefore:

1.) Mottes represents itself as a company incorporated in Connecticut. Mottes is in the business of manufacturing and selling ready mix concrete, septic products and masonry supplies to customers, including customers in Connecticut.

2.) Becker represents itself as a business in Connecticut. Becker is in the business of providing crushed stone, stone aggregate, and other earth products to Connecticut customers, which crushed stone and stone aggregate Becker excavates from quarry sites in Willington, Connecticut ("Becker's Quarry"). Becker owns and operates Becker's Quarry. Stone aggregate excavated by Becker from Becker's Quarry has been used in Mottes concrete sold within the State of Connecticut.

3.) As of the date of the signing of this Assurance of Voluntary Compliance, and continuing until its expiration: (a) Mottes agrees to forbear from selling any material or product containing aggregate from Becker's Quarry for use in residential concrete foundations within the State of Connecticut; and (b) Becker agrees to forbear from selling

any material or product containing aggregate from Becker's Quarry for use in residential concrete foundations within the State of Connecticut.

4.) Becker will provide to its customers a notice, identical to the form attached hereto. Such notice shall be posted in all prominent places at Becker's business locations where it can be viewed by all customers. Becker shall also provide such notice to all customers that purchase stone aggregate.

5.) Mottes will provide a copy of this Assurance of Voluntary Compliance to any third party that leases or purchases its real estate and batch plants for the purpose of manufacturing and selling concrete.

6.) Becker shall provide notice to the Attorney General and the Commissioner, through their designees, in the event that it sells Becker's Quarry at any time during the term of this Assurance of Voluntary Compliance, within three (3) days of the date of the sale, at the following addresses:

Office of the Attorney General
Jeremy Pearlman, Assistant Attorney General
110 Sherman St.
Hartford, CT 06105
Jeremy.pearlman@ct.gov

Department of Consumer Protection
Julianne Avallone, Legal Director
165 Capitol Avenue
Hartford, CT 06106-1630
Julianne.avallone@ct.gov

7.) Respondents are entering into this Assurance of Voluntary Compliance solely for purposes of settlement. This Assurance of Voluntary Compliance shall not be

considered an admission of liability or a violation of law or as evidence supporting any allegations raised by the State.

8.) Respondents agree that notwithstanding the foregoing, if either Respondent violates the terms of this Assurance of Voluntary Compliance, this matter may be reopened for further proceedings in the public interest, including, but not limited to, an action seeking appropriate relief as provided by law.

9.) This Assurance of Voluntary Compliance shall not become part of the official record unless and until it is accepted by the Attorney General and the Commissioner.

10.) This Assurance of Voluntary Compliance shall be binding on the Respondents, their successors and assigns.

11.) This Assurance of Voluntary Compliance shall become effective upon acceptance and approval by the Attorney General and the Commissioner without further notice to the Respondents.

12.) The acceptance of this Assurance of Voluntary Compliance shall not be deemed in any way to waive the right of the Attorney General and the Commissioner of Consumer Protection to take any and all appropriate action pursuant to their powers under the Connecticut Unfair Trade Practices Act, Chapter 735a of the Connecticut General Statutes.

13.) This Assurance of Voluntary Compliance shall expire on June 30, 2017.

For the Respondent

The Joseph J. Mottes Company

Dated: 5/5/16

By: Daniel Becker

Name: Daniel Becker

Title: President

For the Respondent

Becker Construction Company

Dated: 5/5/16

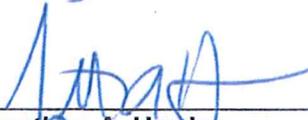
By: Daniel Becker

Name: Daniel Becker

Title: General Manager

Duly Authorized

Accepted and approved this 9th day of May, 2016



Jonathan A. Harris
Commissioner



George Jepsen
Attorney General

WARNING

The State of Connecticut advises that until at least June 30, 2017, aggregate from Becker's Quarry should not be used in concrete for residential foundations.

Becker Construction Company has agreed to forbear from selling any material or product containing aggregate from Becker's Quarry for use in residential concrete foundations within the State of Connecticut.