

CITY OF NEW YORK
DEPARTMENT OF CONSUMER AFFAIRS

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NYC DEPARTMENT OF CONSUMER
AFFAIRS,

CONSENT ORDER

Complainant,

-against-

Violation Number: PL001051286

off 10/15/13

ACTORS AID LLC,

-and-

HELEN KAMITSIS
a/k/a Hellen Kamitsis, Madina Milana, and
Actors Aid,

Respondents.
-----X

RECEIVED
COUNSEL
DEPT. OF CONSUMER AFFAIRS
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Actors Aid LLC and Helen Kamitsis a/k/a Hellen Kamitsis, Madina Milana, and Actors Aid (“Respondents”) consent to this Consent Order (“CO”) to settle this violation with the New York City Department of Consumer Affairs (“the Department”) and agree as follows:

1. Respondents acknowledge receipt of the Second Amended Notice of Hearing (“Second Amended NOH”), dated August 23, 2013, which charged Respondents with violating the New York City Administrative Code (“Code”) Section 20-105 (unlicensed activity), Article 11 of the New York State General Business Law (“GBL”) Section 172 (unlicensed employment agency activity), and the Code Section 20-700 (deceptive practices).
2. Respondents admit to the charges alleged in the Second Amended NOH.
3. Helen Kamitsis a/k/a Hellen Kamitsis, Madina Milana, and Actors Aid (“Kamitsis”), as Owner and CEO of Respondent Actors Aid LLC, represents and certifies that she is duly authorized to settle this violation and to enter into this CO with the Department on behalf of Respondents.
4. This CO shall apply to Respondents, their directors, officers, employees, agents, assignees, successors. For the purposes of this CO, “employee” means any person employed for hire or permitted to work by Respondents including, but not limited to, any person who manages or oversees the work of another, any person whose main activity is the selling of any goods or services for Respondents, and any person whose earnings are based in whole or in part on work performed for Respondents.

DEFINITIONS

For purposes of this Consent Order:

5. “Job applicant” or “applicant” means a consumer seeking employment, including actors and actresses rendering services on the legitimate stage and in the production of motion pictures, radio artists, musical artists, musical organizations, directors of legitimate stage, motion picture and radio productions, musical directors, writers, cinematographers, composers, lyricists, arrangers, models, and other artists and persons rendering professional services in motion picture, theatrical, radio, television and other entertainment enterprises.

6. “Advertisement” or “advertisements” mean all promotional materials, statements, visual descriptions, or other representations of any kind disseminated in print, orally, or electronically by or on behalf of Respondents to consumers including, but not limited to, mailings, flyers, hand-outs, brochures, business cards, classified ads, in-store and window signage, print advertisements, television advertisements, internet advertisements, radio advertisements, text messaging and social media.

7. “Conspicuous” and “conspicuously” mean that the statement, signage, or term (collectively, the “disclosure”) is made in a manner that is readily apparent and understandable by an ordinary person from any distance from which an applicant is able to view the main message of the disclosure. Considerations relevant to whether a disclosure is conspicuous include, but are not limited to, relative type size, font, color contrast, and location of disclosure.

INJUNCTIVE RELIEF

A. Compliance with Relevant Laws and Rules

8. Respondents shall comply fully with this CO and all applicable laws and rules related to employment agencies, including, but not limited to: (a) the Employment Agency Law and Rules, the GBL Section 170 et seq., Title 6 of the Rules of the City of New York Section (“6 RCNY”) 5-241 et seq., the Code Section 20-770 et seq.; and Article 37 of Arts and Cultural Affairs Section 37.01 et seq.; (b) the Licensing Law and Rules, the Code Section 20-101 et seq. and 6 RCNY Section 1-01 et seq.; and (c) the Consumer Protection Law and Rules, the Code Section 20-700 et seq. and 6 RCNY Section 5-01 et seq.

B. Licensing

9. Respondents shall immediately cease and desist from engaging in the following:
- a. opening, keeping, maintaining, owning, operating or carrying on an employment agency, as defined by GBL Section 171 and Title 6 of the Rules of the City of New York (“6 RCNY”) Section 5-249, without first having obtained an employment agency license from the Department including, but not limited to:

- i. offering and charging fees for Respondents' services;
 - ii. offering or providing vocational guidance or counseling services, such as resume advice;
 - iii. offering or providing access to a job listing, such as a casting sheet;
 - iv. offering or providing, or charging fees, for referrals, submission, or placement in jobs, such as extras roles in film, television, and any other type of entertainment enterprise; and
- b. advertising the availability of jobs and/or services related to the carrying on of an employment agency, as defined by GBL Section 171 and 6 RCNY Section 5-249, without first having obtained an employment agency license from the Department including, but not limited to, oral or written representations related to extras or other roles in film, television, and any other type of entertainment enterprise.

10. Within thirty (30) days of execution of this CO, Respondents shall submit to the Department a complete application for an employment agency license, including proof of having obtained a surety bond or third-party bond as required by GBL Section 177. Respondents may apply in person at the Department's Licensing Center located at 42 Broadway, 5th Floor, New York, NY 10004, or online through the Department's webpage, nyc.gov/BusinessToolbox.

11. Within fifteen (15) days of execution of this CO, Respondents shall submit electronically to the attention of [REDACTED] at [REDACTED], the following:

- a. a complete list of all businesses, in New York City, in which Respondents are currently engaged or in which Respondents have an equity interest of ten (10) percent or more, and which shall include the addresses and telephone numbers of the businesses and the names of all persons with an equity interest of ten (10) percent or more;
- b. payroll records, for Respondent Actors Aid LLC and the businesses identified in subsection a. of this paragraph, identifying the name, address and title of each employee on the payroll, how often each employee receives payment, how much compensation each employee receives, and each employee's IRS Form W-2 and each independent contractor's IRS Form 1099, for the last four (4) months from the date of execution of this CO.

C. Prohibited Practices and Obligations Related to Richard Brannan

12. Respondents shall not own or operate, in New York City, any employment agency, as defined by GBL Section 171 and 6 RCNY Section 5-249, with Richard Brannan ("Brannan") or any employment agency in which Brannan has or had an equity interest of ten (10) percent or more.

13. Respondents shall not employ Brannan for hire or permit Brannan to work in any position for any employment agency, as defined by GBL Section 171 and 6 RCNY Section 5-249, in New York City, in which Respondents have an equity interest of ten (10) percent or more, whether as an employee or an independent contractor, freelancer, or consultant, or in any such similar role, and in any future capacity.

14. Respondents shall not share premises, in New York City, with any employment agency, as defined by GBL Section 171 and 6 RCNY Section 5-249, in which Brannan has or had an equity interest of ten (10) percent or more.

15. Respondents shall not refer a job applicant to any employment agency, as defined by GBL Section 171 and 6 RCNY Section 5-249, in New York City, in which Brannan has or had an equity interest of ten (10) percent or more.

16. Respondents shall cooperate in any investigation and prosecution of Brannan or any employment agency, as defined by GBL Section 171 and 6 RCNY Section 5-249, in New York City, in which Brannan has or had an equity interest of ten (10) percent or more.

D. Advertisements

17. Respondents shall comply fully with all relevant New York State and City laws and rules relating to advertising.

18. Respondents shall not make any oral or written statements, or publish or cause to be published advertisements containing any deceptive, false, fraudulent or misleading information, representation, promise, notice or advertisement including, but not limited to, that Respondents can "guarantee" jobs or that Respondents charge "no fee."

19. All oral and written statements and advertisements published or caused to be published by Respondents shall disclose clearly and conspicuously all material facts, terms, limitations, conditions, restrictions, exclusions, reservations, or modifications.

20. Respondents shall include Respondents' licensed business and/or trade name, business address, the word "agency," and Respondents' Department issued license number in all advertising.

E. Record Keeping

21. Respondents shall maintain the following documents and records:

- a. the originals and/or copies of all contracts, application forms, receipts, correspondence, and any other printed matter Respondents issue to job applicants and/or require job applicants to complete;
- b. registers required by GBL Section 179;

- c. a register separate from the registers required by GBL Section 179, in the English language, of all requests for refunds, and each entry shall include all of the following:
 - i. the name of the job applicant requesting a refund;
 - ii. the date of such request;
 - iii. the fee originally paid by the job applicant;
 - iv. refunds paid;
 - v. amount of refund paid;
 - vi. the date refund was paid;
 - vii. the reason for refund;
 - viii. method refund paid, whether cash, check, or credit;
- d. copies of all advertisements directed toward NYC Consumers that Respondents publish or cause to be published, in any media, and all materials relied upon to substantiate the claims in such advertisements;
- e. records of the dates, times, and locations, and page numbers where applicable, of all advertisements directed toward NYC Consumers that Respondents publish or cause to be published, in any media, including web addresses;
- f. the names of each party with which Respondents contract for all advertisements, the dates of the contract, and the quantity of the advertisements, and copies of the contracts;
- g. a list identifying each employee by name, address, phone number and email address, and the language each employee speaks; and
- h. files of all consumer complaints Respondents receive from any state or local agency, including the Department, in a manner that is organized and readily accessible.

22. Respondents shall maintain the documents and records described in this section and required by applicable laws for three (3) years, at Respondents' place of business.

CONSUMER COMPLAINTS

23. This CO does not resolve any consumer complaints against Respondents that are filed with, or otherwise brought to, the attention of the Department and does not waive the Department's right to seek relief on behalf of aggrieved Consumers.

24. Respondents shall in good faith make all reasonable efforts to resolve any consumer complaints filed with the Department within twenty (20) days of receipt of a complaint. In all instances, Respondents shall respond in writing to the Department regarding a consumer complaint within twenty (20) days of receipt of any complaint as required by Section 1-13

of the Rules.

COMPLIANCE AND TRAINING

25. If the Department conducts a training related to employment agencies, or the obligations of licensees, generally, Respondent Kamitsis and an employee of Respondents with management responsibility shall attend the training, on the date and time set by the Department.

26. Respondents shall comply with Department instructions on submitting proof of attendance.

REPORTING

27. Respondents shall respond to all subpoenas and document requests issued by the Department. Within ten (10) days of a subpoena or document request by the Department, Respondents shall produce electronically all documents and records Respondents are required to maintain by paragraph 21 of this CO and applicable laws, bates-stamped and organized in the manner requested by the Department.

28. Respondents shall notify the Department within ten (10) days of receipt of any (i) complaints, actions or proceedings filed against Respondents by consumers in any forum, including state and federal courts, the Better Business Bureau, the Office of the Attorney General of the State of New York, the New York State Division of Human Rights, the New York City Commission on Human Rights, the New York State Workers' Compensation Board, the New York State Department of Labor, the Equal Employment Opportunity Commission, or any other agency or association, (ii) actions, proceedings or investigations by any government agency against Respondents; and (iii) results of any actions, proceedings or investigations against Respondents that resulted in the revocation or suspension of a license, the imposition of fines or restitution, a voluntary settlement, a court order, a criminal guilty plea, or conviction.

FINES AND OTHER PENALTIES

29. Respondents shall pay a fine of \$15,000 to the Department, in the form of a money order or certified bank check, and in accordance with the attached payment plan.

30. Respondents shall incur a late fee of \$500 if Respondents do not pay the above fine by the dates specified in the payment plan, and the entire balance (including the late fee) due under this CO shall be due immediately.

31. This matter will be considered settled upon execution of this CO and payment of the settlement sum as set forth above.

32. This CO shall constitute a final order pursuant to Section 6-42(c) of the Rules.

CONSEQUENCES OF BREACH

33. A finding, after notice and hearing, that Respondents have committed a breach of the terms of this CO shall constitute prima facie evidence of Respondents' lack of fitness to hold a license from the Department.
34. Respondents acknowledge that any breach of this CO by Respondents or their agents shall, upon issuance of a new violation and hearing thereon: (i) be deemed grounds for revocation of Respondents' license(s); (ii) be assessed at the maximum penalties allowed by law; (iii) be deemed a separate, knowing violation of the Consumer Protection Law subject to the maximum penalties defined therein; (iv) be deemed proof that any person with an equity interest of ten (10) percent or more, or with significant managerial responsibility for the operation of Respondents' business, is not possessed of the integrity, honesty, and fair dealing required to hold a license issued by the Department; and (v) require payment by Respondents of all costs and expenses associated with the Department's investigation and prosecution of the new violation.
35. Respondents' failure to produce any of the documents or records required by this CO and/or applicable laws shall constitute prima facie evidence that Respondents have failed to maintain those records and that Respondents are not in compliance with the underlying terms of the CO and applicable laws for which the documents and records are required to be maintained.
36. Non-payment or untimely payment of the settlement fine shall constitute a breach and violation of this CO.
37. Specific breaches of this CO shall, in addition to a breach of this CO, constitute independent and separate violations of any applicable laws. If the same conduct gives rise to both a breach of this CO and a breach of the Licensing Law and Rules, the Employment Agency Law and Rules, or the Consumer Protection Law and Rules, Respondents shall pay two (2) penalties: one (1) penalty for breach of the CO and one (1) penalty for breach of the applicable law. Each breach shall be assessed at the maximum penalties allowed by law.
38. If at any time Respondents engage in any unlicensed activity, fail to maintain their license(s) for the duration of their business practice, or file a license application (including an application for renewal) that is denied, the Department, without further notice to Respondents, shall be entitled to: (i) seal Respondents' business premises; (ii) impose fines of one hundred dollars (\$100.00) per day for each day of unlicensed activity; and (iii) remove, seal, or make inoperable any items or goods sold, offered for sale, available for public use, or utilized in the operation of the unlicensed activity.
39. In the event Respondents are found to be operating without a license at any time after the execution of this CO, Respondents agree that there shall be a presumption of continuous unlicensed activity from the date alleged in the Second Amended NOH charging the above referenced violation. Respondents also shall be liable for the maximum penalties allowed by law.

40. Upon the termination of a license by revocation, expiration, denial, or surrender, Respondents shall immediately cease employment agency activities.

WAIVER OF APPEALS

41. Respondents agree to waive any further right to a hearing or appeal on the above-referenced violation under Section 20-104 of the Code or under Article 78 of the New York State Civil Practice Law and Rules, Sections 7801-7806.

DEPARTMENT'S AUTHORITY

42. The acceptance of this CO by the Department shall not be deemed approval by the Department of any of Respondents' business practices, and Respondents shall make no representation to the contrary.

Accepted for Respondents
**Actors Aid LLC and Helen Kamitsis a/k/a
Hellen Kamitsis, Madina Milana, and Actors
Aid by:**

Helen Kamitsis
Print name
owner
Title
[Signature]
Signature
9/27/13
Date

Accepted for Jonathan Mintz,
Commissioner of Consumer Affairs
for the City of New York by:

[Redacted]
Print name
STAFF ATTORNEY
Title
[Redacted]
Signature
10 / 10 / 13
Date

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

Payment Schedule/Agreement



Actors Aid LLC
 1674 Broadway, 8th Fl
 NY, NY 10019

Date: ~~_____~~ 9/20/2013

Camis ~~_____~~

License #(s) # _____ # _____

Violation #(s) **1** PL00105128 *6* 9/15/13

2	3	4
5	6	7
8	9	1

The New York City
 Department of
 Consumer Affairs
 42 Broadway
 New York, NY
 10004-1716

212-487-4397

Jonathan Mintz,
 Commissioner

Respondent Helen Kamitsis agrees to pay

the New York City Department of Consumer Affairs ("DCA") the sum of \$15,000.00

He/She has a balance of \$10,000.00 plus the interest of \$301.49 for the above

mentioned violation(s) as follows:

	Dates due	Amount	Dates due	Amount
Deposit	10/15/2013	\$5,000.00		
	11/15/2013	\$3,433.83		
	12/15/2013	\$3,433.83		
	1/15/2014	\$3,433.83		

All payments must be made by check or money order, and must be sent to:
 NYC Dept. of Consumer Affairs
 ATTN: Collections Division
 42 Broadway, 9th floor
 New York, NY 10004

Please write the violation number(s) on the payment and attach a copy of Page 1 of this agreement with every payment.

By signing this agreement, Respondent agrees to cease all illegal unlicensed activities and immediately apply for the required license. If Respondent is not required to be licensed by DCA, Respondent agrees to cease all illegal activities. This payment agreement will include interest calculated at 1.5% per month added to the remaining principal.

If DCA does not receive one of the Respondent's scheduled payments subsequent to the initial payment within 5 days of its due date, DCA will add a \$50 late charge to the amount owed, due at the next scheduled payment. Associated interest charges will also apply to said late charge.

If Respondent is late making a second payment during the life of a pay-out agreement or becomes 30 days past due, Respondent will be assessed a second charge of \$100 and the agreement balance will automatically be accelerated, the entire balance thus becoming due immediately.

If Respondent's check for any payment in a pay-out agreement is returned by the bank for insufficient funds, Respondent will be assessed a bounced check charge (100% of the bank charge assessed to DCA) and the agreement balance will automatically be accelerated, the entire balance thus becoming due immediately.

Respondent agrees that if Respondent defaults on any payment provided for herein and if Respondent is a licensee of DCA, Respondent's license(s) will be automatically suspended. Respondent further waives any right to a hearing pursuant to Section 20-104(e), Chapter 1 Title 20 of the Administrative Code based upon such default.

If full payment of the fine amount is received by the Department within thirty (30) calendar days of the date of settlement, the 1.5% interest will be waived.

In the event that payments are received for this agreement after the decision has been vacated and the matter has been remanded for a new hearing, such payments will be held by the agency pending the outcome of the new hearing. The respondent will not be subjected to late fees if the decision is vacated. Upon issuance of a new decision, or if the respondent settles the charges rather than attending the hearing, the respondent will be notified of any fine modification and will receive a refund if payments received exceed the new fine amount.

Collections
For the Department of Consumer Affairs

212-487-4397
Agency Telephone Number

Helen Kamitsis
Respondent (Principal)

owner
Title

[Signature]
Signed
646-732-6184
Telephone Number