

DEPARTMENT OF CONSUMER AFFAIRS
CITY OF NEW YORK

-----X
NYC DEPARTMENT OF CONSUMER
AFFAIRS,

Complainant,

-against-

NORTHERN AUTO TRADERS, LLC and
NORTHERN AUTO TRADERS LLC

Respondents.
-----X

CONSENT ORDER

Violation Nos. LL 5321061,
LL 5321060

License No. 1271578
License No. 1438124

Northern Auto Traders, LLC and Northern Auto Traders LLC (collectively, "Respondents") consent to this Consent Order ("CO") with the New York City Department of Consumer Affairs ("Department" or "DCA") to settle the above-captioned Notice of Hearing.

Respondents acknowledge receipt of the above-captioned matter, which charged Respondents with violating the Consumer Protection Law of 1969 ("Consumer Protection Law" or "CPL"), Title 20, Chapter 5, Subchapter 1 of the Administrative Code of the City of New York ("Code") and Title 6 of the Rules of the City of New York ("Rules" or "RCNY").

I. BACKGROUND

1. Northern Auto Traders, LLC ("NAT, LLC") was licensed as a second-hand automobile dealer under DCA license number 1271578, and also conducted business at 42-08 35th Avenue, Long Island City, New York 11101. On April 26, 2012, NAT, LLC's sole owner was Sayfur Rahman, who sold his 100% ownership, rendering NAT, LLC's license void on that date.

2. Northern Auto Traders LLC ("NAT LLC") was licensed as a second-hand automobile dealer under DCA license number 1438124, conducting business at 42-08 35th Avenue, Long Island City, New York 11101. Erica Singh is the 100% sole owner of the company.

3. Respondents acknowledge that they were served the above-referenced Notice of Hearing charging Respondents with violating Consumer Protection Law of 1969 ("Consumer Protection Law" or "CPL"), Title 20, Chapter 5, Subchapter 1 of the Administrative Code of the

RSB

City of New York ("Code") and Title 6 of the Rules of the City of New York ("Rules" or "RCNY"). The Department alleges, inter alia, that Respondents engaged in deceptive bait and switch advertising; misrepresentations regarding the selling price, refund policy and/or financing fees; misrepresentations about the vehicle's prior history or roadworthiness; charging hidden fees and/or add-on fees; requiring additional purchases to purchase the vehicle, which was not previously disclosed to consumers; failed to provide written evidence of the transaction and/or a receipt and/or copies of signed documents upon request; provided facially defective documents; sold vehicles for quoted selling price; sold vehicles that were not roadworthy.

II. DEFINITIONS

For the purposes of this CO, the following definitions shall apply:

4. "Effective Date" shall mean the date this CO is signed and executed by the Department and Respondents.

III. INJUNCTIVE RELIEF

Dissolution of Businesses

5. Respondents will produce on the Effective Date two bank checks in the amounts set forth infra, together with an affidavit from ERICA SINGH, its last principal/officer/shareholder, confirming the entity has vacated its former premises at 42-08 35th Avenue, Long Island City, NY and has completely disposed of its former inventory of vehicles and has ceased transacting business and that it doesn't have any affiliation whatsoever with the landlord/owner of said premises or with the new tenant thereat.

6. Respondents will voluntarily surrender their above-cited DCA licenses on the Effective Date.

Licensure

7. Respondents shall not sell, assign or transfer part or total ownership of Respondents to another second-hand automobile dealer.

8. Respondents shall be permanently barred from holding any license issued by the Department.

9. Anyone affiliated with Respondents, including any officer, shareholder, member, director, officer, employee, representative agent, assignee and/or successor, shall be permanently barred from applying or holding any license that uses, advertises, registers or contains the word "Northern Auto Traders" in any official or unofficial use, including its registered or trade name.

10. Ms. Singh shall not apply for a second-hand dealer automobile license from the Department for a period of at least seven years.

Future Cooperation

11. Ms. Singh and Mr. Rahman shall not lease or occupy the real property at 42-08 35th Avenue, Long Island City, New York 11101, or enter into any business relationship with any entity which leases or occupies said premises whatsoever, for a period of three years.

IV. MONETARY RELIEF

12. Upon execution, Respondents shall pay \$10,000 in civil penalties to the Department, by check or money order, made payable to "New York City Department of Consumer Affairs," and sent to the New York City Department of Consumer Affairs Legal Division, Attn: Christine Santos, 42 Broadway, 9th Floor, New York, NY 10004.

13. Upon execution, Respondents shall pay restitution to each of the consumers listed below, in the amount indicated for each consumer by check or money order, made payable to the consumer. Respondents shall deliver checks to the New York City Department of Consumer Affairs Legal Division, 42 Broadway, New York, NY 10004:

- a. Anthony Muia: \$1,500.00.

V. BREACH

14. Any breach of this CO will result in a penalty of \$1,000 per breach, without further notice or opportunity for a hearing.

15. If Ms. Singh or Mr. Rahman makes a false statement, misrepresentation, or omission of material fact on any application or document submitted to the Department, including anything that contradicts the provisions of this CO, the application and/or license will be immediately revoked, and he or she will be found permanently unfit to hold any license issued by the Department.

IX. MISCELLANEOUS

16. Nothing in this CO shall be construed to limit in any way the authority of the Department to exercise its enforcement powers under the Code and applicable laws.

17. Neither this settlement nor anything in this Consent Order nor their prior affiliation with the Respondents shall impede impact or detract in any manner from the opportunity or qualification(s) of either Ms. Singh or Mr. Rahman to hereafter apply for, and hold, other licenses from the Department. This settlement shall not be construed as an admission of any wrongdoing by either Ms. Singh or Mr. Rahman. If either Ms. Singh or Mr. Rahman makes any false statement or omission of material fact on any document in any future license application to the Department, including any statement contrary to the statements or the

provisions contained herein, said application and/or license will be immediately denied or revoked and he or she will be permanently unfit to hold any license issued by the Department.

18. This CO shall apply to Respondents, their directors, officers, employees, representative agents, assignees, and successors.

19. Richard Simon, as Attorney for Respondents, is authorized to enter into this CO on behalf of Respondents.

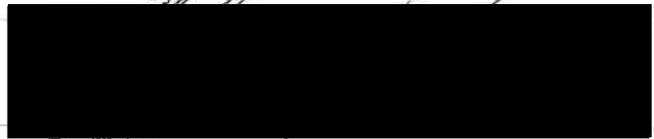
Dated: 2/20/14

Agreed to for the Respondents by:



Richard Simon, Esq.
Attorney for Respondents

Accepted for the Department of Consumer Affairs by:



Staff Attorney

Businesses licensed by the Department of Consumer Affairs (DCA) are required to 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.