

DEPARTMENT OF CONSUMER AFFAIRS
CITY OF NEW YORK

DEPARTMENT OF CONSUMER AFFAIRS,

Complainant,

-against-

PREMIERE CREDIT OF NORTH AMERICA, LLC,

Respondent.

CONSENT ORDER

Violation No.: LL 5333220

License Nos.: 1345041, 1345043 and
1460589

RECEIVED
COUNSEL
DEPT. OF CONSUMER AFFAIRS

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1. Respondent Premiere Credit of North America, LLC ("Premiere" or "Respondent") has been licensed by the New York City Department of Consumer Affairs (the "Department") as a debt collection agency pursuant to Section 20-490 of the New York City Administrative Code ("Admin. Code") since 2010 under license Nos. 1345041 and 1345043.
2. Respondent seeks renewal of debt collection agency license Nos. 1345041 and 1345043, and seeks a new license under license application No. 1460589.
3. The Department has reviewed Respondent's renewal and new license applications, public records and records maintained by the Department, Respondent's 2013 Renewal Information and Documentation Form, and information provided to the Department by Respondent.
4. The Department has made the findings annexed as Attachment A. Respondent does not admit to these violations, but consents to a Consent Order with the Department to obtain a license and to avoid further investigation and litigation with regard to the specific violations identified in Attachment A for the period from April 24, 2010 to the date of this Consent Order.
5. FEROZE WAHEED, as CHIEF FINANCIAL OFFICER represents and warrants that HE is authorized to enter into this Consent Order on behalf of Respondent.
6. This Consent Order shall apply to Respondent, its directors, officers, employees, representative agents, assignees, and successors. For the purposes of this

Consent Order, “employee” means any person employed for hire or permitted to work by Respondent including, but not limited to, any person who manages or oversees the work of another and any person whose earnings are based in whole or in part on commission for work performed for Respondent.

7. Respondent agrees to comply fully with all relevant laws and rules related to debt collection from New York City consumers including, but not limited to: (a) the Licensing Law and Rules, Admin. Code § 20-101 *et seq.* and Title 6 of the Rules of the City of New York (“6 R.C.N.Y.” or “the Rules”) §§ 1-01 *et seq.*; (b) the Debt Collection Agencies Licensing Law and Rules, Admin. Code §§ 20-488 *et seq.* and 6 R.C.N.Y. §§ 2-190 *et seq.*; and (c) the Consumer Protection Law and Rules, Admin. Code §§ 20-700 *et seq.* and 6 R.C.N.Y. §§ 5-76 *et seq.*

LICENSING

8. Respondent shall not act as a debt collection agency as defined in Section 20-489 of the Admin. Code at any time without holding a valid license from the Department.
9. Respondent shall ensure that process server individuals and agencies used in furtherance of its work as a debt collection agency licensed by the Department are licensed by the Department when required by subchapter 23 of the Admin. Code.
10. Upon the termination of Respondent’s license by revocation, suspension, expiration, denial, surrender, cancellation, or operation of law Respondent shall immediately cease its debt collection activities with respect to New York City consumers and return its license(s) to the Department.

PAYDAY LOANS; USURIOUS LOANS

11. Respondent shall not purchase, collect, or attempt to collect debts from New York City consumers if those debts arise from usurious loans, including payday loans.
12. “Usurious loan” is a loan with an initial principal of less than \$250,000, for which the annual percentage rate of interest exceeds the rate specified by Section 14-a of the New York Banking Law, that is void under Section 5-511 of the New York General Obligations Law.
13. Respondent shall implement policies and procedures corresponding to paragraph 12 that include, but are not limited to, a screening process for debts which are likely to be usurious payday loans, such as those for which the original creditor’s name contains the terms “Payday,” “Cash,” “Check,” “Instant,” “Advance,” “Fast,” “Now,” or “Quick.”
14. With regard to any New York City consumer’s debt that arises from a usurious loan, Respondent shall close the account, permanently terminate collection

efforts with respect to the specific debt, and submit to any consumer reporting agency to which Respondent furnishes information, a request for deletion of any negative information from the consumer's credit report.

DISPUTED DEBT; CREDIT REPORTING

15. In addition to the requirements in Section 20-493.2 of the Admin Code and Sections 2-190 and 5-77(f) of 6 R.C.N.Y., Respondent shall engage in the following practices:
 - a. Whenever a New York City consumer questions, disputes, or challenges the information on which Respondent is relying to collect or attempt to collect a debt, Respondent shall either:
 - i. Close the account, permanently terminate collection efforts with respect to the specific debt, and request deletion of that item of information from the consumer's credit reporting file; or
 - ii. Report that item of information as disputed to any consumer reporting agency to which the information was previously reported and conduct a reasonable and truthful investigation into the accuracy or completeness of such information. If Respondent does not complete its reasonable investigation within thirty (30) days from receipt of the dispute, Respondent shall request deletion of that item from the consumer's credit reporting file and cease collection activities until the reasonable investigation is complete. If after the investigation the Respondent cannot substantiate that the consumer owes the debt, Respondent shall not sell the debt or provide it to any other entity for the purpose of collection.
 - b. With regard to any New York City consumer's debt that has been paid in full or settled pursuant to an oral or written agreement, Respondent shall close the account, permanently terminate collection efforts with respect to the specific debt, and submit to any consumer reporting agency to which Respondent furnishes information, a request for deletion of any negative information from the consumer's credit report.

COLLECTION OF DEBTS OWED TO DEBT BUYERS

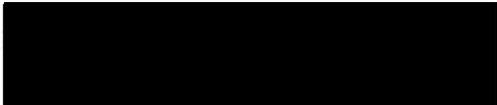
16. Respondent shall not collect or attempt to collect a debt owed or asserted to be owed to any buyer of delinquent debt from a New York City consumer unless each agreement transferring ownership of the debt included terms in which the seller warranted and represented that the information about the debt and the documentation supporting the debt were accurate and complete. This shall not

limit any other requirements under the Law or Rules regarding documentation that must be obtained, maintained or transferred with a debt.

POLICIES, PROCEDURES AND TRAINING

17. Within thirty (30) days of execution of this Consent Order, Respondent shall:
- a. implement and disseminate policies and procedures, to officers and any agent or employee having responsibility with respect to the collection of consumer debts from New York City consumers, to ensure compliance with the terms of this Consent Order and the requirements of all New York City Laws and Rules, set forth in paragraph 7;
 - b. provide training, to officers and any agent or employee having responsibility with respect to the collection of consumer debts, on the requirements of this Consent Order and the requirements of all New York City Laws and Rules, set forth in paragraph 7;
 - c. provide periodic refresher training, to officers and any agent or employee having responsibility with respect to the collection of consumer debts, no less frequently than once each year and more frequently if any New York City Laws and Rules are amended;
 - d. provide periodic refresher training, to all new officers and any agent or employee, no later than five (5) days from the time the employee assumes responsibility with respect to the collection of debts;
 - e. take and document appropriate disciplinary action against any employee who fails to comply with this Consent Order and the requirements of all New York City Laws and Rules, set forth in paragraph 7.

COMPLIANCE MONITORING AND REPORTING

18. Respondent shall appoint KATHLEEN LEATHERBURY, who is a senior executive, to serve as the Compliance Officer responsible for ensuring adherence to the terms of this Consent Order. Such Compliance Officer has the following title: DIRECTOR OF COMPLIANCE.
- a. The telephone number of such Compliance Officer is: 
 - b. The address of such Compliance Officer is: PREMIERE CREDIT,
2002 WELLESLEY BLVD, INDIANAPOLIS, IN 46219
 - c. The email address of such Compliance Officer is: 

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19. If the identity of such Compliance Officer changes at any time within the following year, Respondent shall provide to the Department the name, title, telephone number, address, and email address of the replacing Compliance Officer within five (5) days of such change.
 20. Within ten (10) days of receipt of written notice from the Department, Respondent shall produce the following, electronically or in the format indicated by the Department, which are true and accurate and sworn to under the penalty of perjury:
 - a. Documents related to any provision of this Consent Order, including but not limited to:
 - i. Copies of any complaints Respondent received regarding Respondent's attempts to collect debt purportedly owed by New York City consumers.
 - ii. Transcripts of the recordings required by Section 2-193(b)(2) of the Rules.
 - iii. Documents sufficient to identify the manner in which Respondent maintains its records.
 21. Respondent shall respond to all subpoenas and document requests issued to it by the Department.
 22. Nothing in this section shall be construed to obviate Respondent's responsibilities pursuant to Admin. Code § 20-493(b); 6 R.C.N.Y. §§ 1-14, 1-16; and 2-193.
 23. Respondent shall notify the Department of all pending actions, proceedings or investigations by government agencies against it within ten (10) days of being notified of such action, proceeding, or investigation.
 24. Respondent shall make all possible efforts in good faith to resolve all consumer complaints filed with the Department within twenty (20) days of receipt of copies of those complaints, but in all instances, Respondent shall respond in writing to the Department regarding those consumer complaints within twenty (20) days of receipt of any complaints.
 25. For the purposes of this Consent Order, Respondent shall, unless otherwise directed by the Department, send by first class mail, and contemporaneously by email, all notifications required by this Consent Order to the Department to the following addresses:

First Class Mail to:

LEGAL DIVISION
NYC Department of Consumer Affairs
42 Broadway, 9th Floor
New York, NY 10004

Re: 2013 Consent Order

Email to: legaldebtcoll@dca.nyc.gov

26. For purposes of the compliance reporting and monitoring required by this Consent Order, the Department is authorized to communicate directly with Respondent.

CONSEQUENCES OF BREACH OF CONSENT ORDER

27. A finding, after notice and hearing, that Respondent has committed a breach of the terms of this Consent Order shall constitute prima facie evidence of Respondent's lack of fitness to hold a license from the Department.
28. Upon a finding, after notice and hearing, that Respondent has committed violations of this Consent Order, the Licensing Law, the Debt Collection Agency Licensing Law, or the Consumer Protection Law, Respondent shall pay one thousand dollars (\$1,000) for each violation as well as the Department's costs for investigation and litigation.
29. Respondent's failure to produce any of the documents required by this Consent Order, the Admin. Code, or the Rules shall constitute prima facie evidence that Respondent has failed to maintain those records and is not in compliance with the underlying terms of the Consent Order, Law, or Rule for which documents are required to be maintained.
30. Specific breaches of this Consent Order shall, in addition to a breach of this Consent Order, constitute independent and separate violations of any applicable Law or Rule. If the same conduct gives rise to both a breach of this Consent Order and a breach of the Licensing Law or Rules, the Debt Collection Agency Law or Rules, or the Consumer Protection Law or Rules, Respondent shall pay two penalties as set forth in Paragraph 28: one penalty for breach of the Consent Order and one penalty for the breach of the applicable Law or Rule.

PENALTIES AND OTHER TERMS AND CONDITIONS

31. Respondent shall pay \$50,000 to the Department, due upon execution of this Consent Order. Payment shall be made by bank check, certified check, or money

order in the full amount made payable to the New York City Department of Consumer Affairs, and delivered to the New York City Department of Consumer Affairs, Legal Division, Attn: 2013 Debt Collection Renewal, 42 Broadway, 9th Floor, New York, New York 10004.

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

WAIVER OF APPEALS

33. Respondent waives Respondent's right to a hearing on, appeal of and/or any challenge of, in any forum, the facts alleged by the above-referenced Notices of Hearing and the Decision and Order under Sections 20-104 and 20-105 of the Admin. Code or under Article 78 of the New York State Civil Practice Law and Rules.

MISCELLANEOUS

34. The acceptance of this Consent Order by the Department shall not be deemed approval by the Department of any of Respondent's business practices, and Respondent shall make no representation to the contrary.
35. The acceptance of this Consent Order resolves the findings made in this Consent Order in Attachment A. This Consent Order does not limit the Department's ability to bring charges for violations outside this time period.
36. The acceptance of this Consent Order does not limit the Department's ability, nor the Respondent's obligation to respond to consumer complaints that arose prior to the date of this Consent Order as set forth in the "Agreement Dated" field below.
37. Nothing in this Consent Order shall be construed to limit in any way the authority of the Department to exercise its enforcement powers under Chapter 1, Title 20 or under Chapter 2, Title 20 of the Admin. Code.

Agreed to for the Respondent by:

FEROZE WAHEED

Print Name

CHIEF FINANCIAL OFFICER

Title

Feroze Waheed

Signature

12/31/13

Date

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

[Redacted]

Print Name

ASSISTANT GENERAL COUNSEL

Title

[Redacted]

Signature

1/2/14

Date

Agreement Dated: 1/2/14

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.

ATTACHMENT A

THE DEPARTMENT'S FINDINGS

The Department has reviewed Respondent's license renewal applications, public records, records maintained by the Department, Respondent's 2013 Renewal Information and Documentation Form and information provided to the Department by Respondent. Based on this review, the Department makes the following findings:

(1) **Premiere Violated Requirements for Sending Written Confirmations of Debt Payment Schedules:**

- a. Question 23(A) of the 2013 Renewal Form asks: "In the past two years, did you agree to allow any New York City consumers to pay a debt according to a debt payment schedule?"
- b. Question 23(B) of the 2013 Renewal Form asks: "[D]id you provide a written confirmation of the debt payment schedule to each New York City consumer that you authorized to make payments according to a debt payment schedule?"
- c. Question 23(C) of the 2013 Renewal Form states: "[A]ttach copies of three examples of written confirmations of debt payment schedules that you actually sent to New York City consumers dated before January 1, 2013."
- d. 6 RCNY § 1-01.1(a) provides: "No applicant for a license or a renewal thereof shall fail to provide complete and truthful responses to all the information requested on an application for such license or renewal thereof and any documents related thereto."
- e. 6 RCNY § 1-01.1(b) provides: "No applicant for a license or renewal thereof shall conceal any information, make a false statement or falsify or allow to be falsified any certificate, form, signed statement, application or report required to be filed with an application for a license that is to be issued by the department or for a renewal thereof."
- f. Admin. Code § 20-493.1(b) requires a debt collection agency to "[c]onfirm in writing to the consumer, within five business days, any debt payment schedule...reached regarding the debt."
- g. 6 RCNY § 2-192(a) provides: "The written confirmation of the debt payment schedule...with a consumer that a debt collection agency is required to furnish pursuant to § 20-493.1(b) shall identify the originating creditor of the debt, the debt collection agency, the employee of such agency who concluded the debt payment schedule...or the employee's direct supervisor, the name and address of the consumer, the date on which the debt payment schedule...was made, the specific amount and due date of each payment, the address where the payments are to be mailed or where payment may otherwise be transmitted,

any other terms of the debt payment schedule...and the conditions for satisfying the outstanding balance.”

- h. Admin. Code § 20-493.1(a) requires, in relevant part, that a debt collection agency provide “[i]n any permitted communication with the consumer a call-back number to (i.) a call-back number to a phone that is answered by a natural person...(iv.) the name of the person to call back, and (v.) the amount of the debt at the time of the communication.”
- i. 6 RCNY § 1-05 requires, in relevant part: “[a]ny . . . letterhead . . . or other printed matter of a licensee must contain the license number assigned to the licensee by the [Department].”
- j. Premiere answered “Yes” to Questions 23(A) and (B). Premiere therefore claimed that Premiere “provide[d] a written confirmation of the debt payment schedule to each New York City consumer that [Premiere] authorized to make payments according to a debt payment schedule.”
- k. As its response to Question 23(C), Premiere submitted three letters dated before January 1, 2013 under a coversheet stating, “Attached are three (3) written confirmations of debt payment schedules sent to consumers residing in New York City.”
- l. By emails dated April 19, 2013, May 2, 2013, June 27, 2013, July 25, 2013, August 1, 2013, and August 2, 2013, Premiere submitted letters, policies and procedures, and an affidavit sworn to by Kathleen Leatherbury, Director of Compliance and Licensing for Premiere, to supplement its 2013 Renewal Form. In the letter dated April 19, 2013, Premiere claimed that the “letters were sent pursuant to 34 C.F.R. 682.405,” federal guidelines governing the collection of federal student loans allegedly exempting Premiere from state and city disclosure requirements.
- m. Notwithstanding this alleged exemption, Premiere admitted to collecting debts from New York City consumers, in the past two years, originating from loans other than federal student loans, and authorizing those consumers to make payments according to debt payment schedules. Premiere also admitted that it failed to send written confirmations of the debt payment schedules to each consumer. By email dated August 1, 2013, in response to the Department’s request for “written confirmations of debt payments schedules...for the three instances in which Premiere settled private student loan debts with New York City consumers,” Premiere stated that “Premiere Credit did not generate documents responsive to [the Department’s] requests.” Additionally, Premiere’s Policy Number: OPS28.A indicates that Premiere did not implement policies and procedures requiring the issuance of written confirmations of debt payment schedules pursuant to Admin. Code § 20.493.1(b) until May 2013.
- n. Premiere violated 6 RCNY § 1-01.1 by falsely answering Question 23 in its 2013 Renewal Form.

- o. Premiere violated Admin. Code § 20-493.1(b) by failing to issue written confirmations of debt payment schedules to each New York City consumer whom Premiere authorized to make payments according to a debt payment schedule.
 - p. Premiere therefore violated 6 RCNY § 2-192(a) by failing to provide “the originating creditor of the debt, the debt collection agency, the employee of such agency who concluded the debt payment schedule...or the employee’s direct supervisor, the name and address of the consumer, the date on which the debt payment schedule...was made, the specific amount and due date of each payment, the address where the payments are to be mailed or where payment may otherwise be transmitted, any other terms of the debt payment schedule...and the conditions for satisfying the outstanding balance.”
 - q. Premiere therefore also violated Admin. Code § 20-493.1(a) by failing to provide “a call-back number to a phone that is answered by a natural person...the name of the person to call back, and the amount of the debt at the time of the communication.”
 - r. Premiere therefore also violated 6 RCNY § 1-05 by failing to provide the license number issued to Premiere by the Department.
- (2) Premiere Violated Requirements for Sending Written Confirmations of Settlement Agreements:
- a. Question 24(A) of the 2013 Renewal Form asks: “In the past two years, did you agree to allow any New York City consumers to settle a debt?”
 - b. Question 24(B) of the 2013 Renewal Form asks: “If the answer to (A) is yes, did you provide a written confirmation of the settlement agreement to each New York City consumer with whom you entered into a settlement agreement?”
 - c. Question 24(C) of the 2013 Renewal Form states: “If the answer to (B) is yes, attach copies of three examples of written confirmations of debt settlement agreements that you actually sent to New York City consumers dated before January 1, 2013.”
 - d. 6 RCNY § 1-01.1(a) provides: “No applicant for a license or a renewal thereof shall fail to provide complete and truthful responses to all the information requested on an application for such license or renewal thereof and any documents related thereto.”
 - e. 6 RCNY § 1-01.1(b) provides: “No applicant for a license or renewal thereof shall conceal any information, make a false statement or falsify or allow to be falsified any certificate, form, signed statement, application or report required to be filed with an application for a license that is to be issued by the department or for a renewal thereof.”

- f. Admin. Code § 20-493.1(b) requires a debt collection agency to “[c]onfirm in writing to the consumer, within five business days, any... settlement agreement reached regarding the debt.”
- g. 6 RCNY § 2-192(a) provides: “The written confirmation of the...settlement agreement with a consumer that a debt collection agency is required to furnish pursuant to § 20-493.1(b) shall identify the originating creditor of the debt, the debt collection agency, the employee of such agency who concluded the...agreement or the employee’s direct supervisor, the name and address of the consumer, the date on which the...agreement was made, the specific amount and due date of each payment, the address where the payments are to be mailed or where payment may otherwise be transmitted, any other terms of the...agreement, and the conditions for satisfying the outstanding balance.”
- h. Admin. Code § 20-493.1(a) requires, in relevant part, that a debt collection agency provide “[i]n any permitted communication with the consumer a call-back number to (i.) a call-back number to a phone that is answered by a natural person...(iv.) the name of the person to call back, and (v.) the amount of the debt at the time of the communication.”
- i. 6 RCNY § 1-05 requires, in relevant part: “[a]ny . . . letterhead . . . or other printed matter of a licensee must contain the license number assigned to the licensee by the [Department].”
- j. Premiere answered “Yes” to Questions 24(A) and (B). Premiere therefore claimed that Premiere “provide[d] a written confirmation of the debt settlement agreements to each New York City consumer that [Premiere] authorized to make payments according to a debt payment schedule.”
- k. As its response to Question 24(C), Premiere submitted three letters dated before January 1, 2013 under a coversheet stating, “Attached are three (3) written confirmations of settlement agreements sent to consumers residing in New York City.”
- l. By email dated April 19, 2013, Premiere submitted a letter and a revised 2013 Renewal Form to supplement its 2013 Renewal Form. In its revised 2013 Renewal Form, Premiere changed its answer to Question 24(B) to “No.” In the letter dated April 19, 2013, Premiere claimed its answer resulted from “our misunderstanding of question 24(B) of the Renewal Form [and] [t]he documents submitted are more accurately defined as a further example of a debt payment schedule.”
- m. By emails dated May 2, 2013, June 27, 2013, July 25, 2013, August 1, 2013, and August 2, 2013, Premiere submitted letters, policies and procedures, and an affidavit sworn to by Kathleen Leatherbury, Director of Compliance and Licensing for Premiere, to further supplement its 2013 Renewal Form. Premiere admitted that it failed to send written confirmations of settlement agreements to each consumer. By email dated August 1, 2013, in response to the Department’s request for “written confirmations of...settlement

agreements for the three instances in which Premiere settled private student loan debts with New York City consumers,” Premiere stated that “Premiere Credit did not generate documents responsive to [the Department’s] requests.” Premiere’s Policy Number: OPS28.A also indicates that Premiere did not implement policies and procedures requiring the issuance of written confirmations of settlement agreements pursuant to Admin. Code § 20.493.1(b) until May 2013.

- n. Premiere violated 6 RCNY § 1-01.1 by falsely answering Question 24 in its 2013 Renewal Form.
- o. Premiere violated Admin. Code § 20-493.1(b) by failing to issue written confirmations of debt payment schedules to each New York City consumer whom Premiere authorized to make payments according to a debt payment schedule.
- p. Premiere therefore violated 6 RCNY § 2-192(a) by failing to provide “the originating creditor of the debt, the debt collection agency, the employee of such agency who concluded the...agreement or the employee’s direct supervisor, the name and address of the consumer, the date on which the...agreement was made, the specific amount and due date of each payment, the address where the payments are to be mailed or where payment may otherwise be transmitted, any other terms of the...agreement, and the conditions for satisfying the outstanding balance.”
- q. Premiere therefore also violated Admin. Code § 20-493.1(a) by failing to provide “a call-back number to a phone that is answered by a natural person...the name of the person to call back, and the amount of the debt at the time of the communication.”
- r. Premiere therefore also violated 6 RCNY § 1-05 by failing to provide the license number issued to Premiere by the Department.

(3) Premiere Violated Requirements for Sending Written Confirmations of Satisfaction of Indebtedness:

- a. Question 25(A) of the 2013 Renewal Form asks: “For each New York City consumer who satisfies a debt according to a debt payment schedule or settlement agreement, do you send the consumer a written confirmation of the satisfaction of indebtedness?”
- b. 6 RCNY § 2-192(c) requires, in relevant part: “Upon a consumer’s payment of a debt as stated in the debt payment schedule or settlement agreement, the debt collection agency shall, within 21 calendar days after receipt of the final payment, send to the consumer a written confirmation of the satisfaction of indebtedness that identifies the originating creditor and the original account number of the indebtedness.”

- c. 6 RCNY § 1-05 requires, in relevant part: “[a]ny . . . letterhead . . . or other printed matter of a licensee must contain the license number assigned to the licensee by the [Department].”
- d. Premiere answered “No” to Question 25(A). Premiere therefore admitted that Premiered did not send to “each New York City consumer who satisfies a debt according to a debt payment schedule or settlement agreement...a written confirmation of the satisfaction of indebtedness.”
- e. By email dated August 1, 2013, in response to the Department’s request for “written confirmations of satisfaction of indebtedness for the three instances in which Premiere settled private student loan debts with New York City consumers,” Premiere stated that “Premiere Credit did not generate documents responsive to [the Department’s] requests.” Premiere’s Policy Number: OPS28.A also indicates that Premiere did not implement policies and procedures requiring the issuance of written confirmations of satisfaction of indebtedness pursuant to 6 RCNY § 2-192(c) until May 2013.
- f. Premiere violated 6 RCNY § 2-192(c) by failing to issue written confirmations of satisfaction of indebtedness to each New York City consumer from whom Premiere received final payments in satisfaction of the consumers’ debts.
- g. Premiere therefore violated 6 RCNY § 2-192(c) by failing to provide the “originating creditor and the original account number of the indebtedness,” and 6 RCNY § 1-05 by failing to provide the license number issued to Premiere by the Department.