

**DEPARTMENT OF CONSUMER AFFAIRS
CITY OF NEW YORK**

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DEPARTMENT OF CONSUMER AFFAIRS,

Complainant,

-against-

ROBERT CRANDALL
[REDACTED]
[REDACTED]

Respondent.
-----X

**ASSURANCE OF
DISCONTINUANCE**

**PROCESS SERVER
INDIVIDUAL**

Violation No. LL 5084176

Robert Crandall ("Respondent") consents to this Assurance of Discontinuance ("AOD" or "Agreement") to settle the above captioned violation with the Department of Consumer Affairs ("DCA" or "the Department") and agrees as follows:

Acknowledgement of Citation

1. Respondent acknowledges receipt of the Notice of Hearing in the above captioned matter, which charged him with violating provisions of Title 20 of the Administrative Code of the City of New York (the "Code"), found in: Chapter 1 of the Code, beginning at Section 20-101 (the "License Enforcement Law"); Chapter 2 of the Code, Subchapter 23, beginning at Section 20-403 (known as the Process Servers Law); Title 6 of the Rules of the City of New York ("6 RCNY"), beginning at Section 1-01 (known as the License Enforcement Rules); Title 6 of the Rules of the City of New York, Chapter 2, Subchapter W, beginning at Section 2-231 (the "Process Servers Rules") in connection with his Process Server license.

Injunctive Relief

2. Respondent's license # 0955171 is revoked effective the date of the execution of this Agreement.
3. Respondent shall be permanently barred from holding or applying for any process server license issued by the Department.
4. Respondent is permanently barred from acting as an owner, officer, shareholder, partner or manager of any business that is a business category licensed by DCA.

Fines

5. Respondent shall pay a fine of \$1,000.00 as settlement of the above-referenced citation in the form of a bank check or money order made payable to "NYC Department of Consumer Affairs."
6. The above fine amount shall be paid according to the following payment schedule: an initial payment of \$500.00 on or before execution of this agreement; (2) a payment of 250.00 due on or before August 7, 2009; and (3) a final payment of \$250.00 due on or before September 7, 2009.
7. If Respondent's check on 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, whatever that amount may be) *and* the agreement balance will be automatically accelerated, the entire balance of the principal then owing becoming due immediately.
8. If, within 5 days of its due date, DCA does not receive one of Respondent's scheduled payments *subsequent* to the initial payment, DCA will add a \$50 late charge to the amount owed, due at the next scheduled payment.
9. If Respondent is late making a second payment during the life of the pay-out agreement, Respondent will be assessed a second charge of \$100, *and* the agreement balance will be automatically accelerated, the balance thus becoming due immediately.

Waiver of Appeals

10. Respondent hereby agrees to waive any further right to a hearing and appeal on any of the matters referred to herein, under Title 20, Chapter 1, and Section 20-104 of the Code or under Article 78 of the New York State Civil Practice Law and Rules, §§7801-7806.

Miscellaneous

11. Nothing in this AOD shall be construed to limit in any way the authority of the Department to exercise its enforcement powers under Sections 20-101 or 20-320 of the Code.

Agreed to for the Respondent by:

Robert Crandall 7/16/09
Signature Date

Robert Crandall
Print Name

Accepted for the Department of Consumer Affairs by: [redacted] Esq.

[redacted] 7/20/09
Signature Date