CITY OF NEW YORK
DEPARTMENT OF CONSUMER AFFAIRS

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DEPARTMENT OF CONSUMER AFFAIRS,

Complainant,

– against –

ROWLAND MULTISERVICE CORP
80-20 Roosevelt Ave.
Jackson Heights, NY 11372

Respondent.

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CONSENT JUDGMENT/ORDER

Violation Number: PL 1047635

Rowland Multiservice Corp., ("Respondent" or "Employment Agency") hereby consents to the terms of this Consent Judgment and Order ("CJO") with the New York City Department of Consumer Affairs ("DCA" or "the Department") to settle the above captioned violation.

1. The Respondent was duly served with the instant citation, dated January 26, 2009, which gave notice that Respondent was operating an unlicensed employment agency in violation of New York City Administrative Code Sections 20-101 et seq. (the "License Enforcement Law"), New York State General Business Law ("GBL") Section 170 et seq. and New York City Administrative Code Sections 20-770 et seq. (collectively "Employment Agencies Law"), and Title 6 of the Rules of the City of New York ("Rules").

2. The citation stated that the Department would conduct a hearing on this matter on February 26, 2009.

3. Blanca Ortiz, President, has appeared for Respondent, and is authorized to enter into this CJO on behalf of the Respondent.

4. Respondent agrees to immediately cease unlicensed activity.

5. In the event that Respondent operates as an employment agency in New York City, Respondent will first obtain an employment agency license and/or an employment agency manager license as required by Sections 172 and 173 of the General Business Law.

6. Respondent shall comply fully with the License Enforcement Law, the Consumer Protection Law, the Employment Agencies Law, the Rules of the City of New York and the terms of this CJO in the event that Respondent operates an employment agency in New York City..

A. Definitions

7. For the purposes of this CJO, the following definitions apply:

   a. "Clear and conspicuous" and "clearly and conspicuously" mean that the statement, representation, or term is so presented as to be easily readable, readily apparent, and understood by the audience to whom it is addressed. Factors to be considered for this purpose include, but are not limited to, clarity of language, relative type size, font, color contrast, location within an advertisement or other documents, and proximity to the statement or representation to which it applies.

   b. "Job applicant" means a person who is seeking employment placement by Respondent, whether permanent or temporary.

   c. "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 Respondent to New York City consumers including, but not limited to, mailings, flyers, hand-outs, brochures, print advertisements, television advertisements, internet advertisements, and radio advertisements.

B. Documents Generally

8. Respondent shall state clearly and conspicuously the name, address, telephone number, and license number of the Employment Agency on every document, form, or publication it provides to the job applicant or requires the job applicant to complete including, but not limited to, any application, contract, or receipt used by the Employment Agency.

9. Respondent shall complete all documents and forms requiring a job applicant's signature fully, completely, and accurately in the job applicant's presence.

10. Respondent shall not ask job applicants to sign blank, incomplete, or partially incomplete forms or documents.

11. Respondent shall not alter completed forms after they have been signed by the job applicant without the job applicant's written consent.

12. Respondent shall provide to the job applicant a copy of all completed forms and documents and any other paperwork related to the services offered by Respondent at the time of the transaction.

13. Respondent shall issue all documents and forms including, but not limited to, applications, contracts and receipts, in English, Spanish, and/or in every language in which Respondent advertises and/or interacts with job applicants over the telephone, via email, and/or in person.

C. Application

14. Respondent shall write the word "Application" clearly and conspicuously at the top of all forms used as applications.
15. Respondent shall write the full name of the job applicant on the application form.

16. Respondent shall state on the application form the type of work it shall seek for or on behalf of job applicants.

17. Respondent shall not request information from any job applicant that is unrelated to the performance of the job he or she is seeking and/or is forbidden by New York City Administrative Code Section 8-101 et seq. ("the New York City Human Rights Law").

18. Respondent shall state clearly and conspicuously at the top of the application form or above the signature line, if any, in fourteen (14) point bold, non-compressed type face:

> IMPORTANT: It is against the law for the employment agency to charge a registration or application fee. The agency can only collect a deposit if you are applying for certain types of jobs. YOU ARE ENTITLED TO A REFUND. IF A REFUND IS NOT MADE WITHIN SEVEN (7) DAYS OR YOU HAVE A COMPLAINT OR NEED MORE INFORMATION, CALL 3-1-1.

D. Contracts

19. Respondent shall provide every job applicant with a written contract that complies with Section 181 of the General Business Law and is substantially similar to the DCA "Model Contract" (see "Model Contract," attached as Exhibit A). This contract shall:

    a. Have the word "Contract" written clearly and conspicuously at the top;

    b. State the full name of the job applicant;

    c. State the full name and title of the individual executing the contract on behalf of the Employment Agency;

    d. State clearly and conspicuously the type of work the job applicant will perform and the job class as set forth in Sections 181 and 185 of the General Business Law;

    e. Describe with specificity the services that the Employment Agency will provide to the job applicant under the CJO;

    f. Set forth the amount, purpose and type of any fee or other charge the Employment Agency collects from the job applicant at the time the parties enter into the contract

or in the future, including but not limited to, fees that may be charged if the job applicant fails to appear for work or is terminated;

g. Set forth the payment schedule and form of fee payment charged by the Employment Agency; and

h. Include a copy of the provisions of Sections 185 and 186 of the General Business Law.

20. The contract shall be an individual document that is separate from any other document given to a job applicant.

21. The contract shall have a space for the job applicant and the individual executing the contract on behalf of the Employment Agency to sign and date the document.

22. Respondent shall place directly above the space reserved in the contract for the signature of the job applicant, in at least 14-point bold, uncompressed face type or larger, a notice stating:

> NOTICE TO JOB APPLICANT -- READ BEFORE SIGNING
> Do not sign this contract before you have read it or if any spaces are left blank. The employment agency must give you a signed copy of this contract at the time you sign it.
>
> IMPORTANT: It is against the law for the employment agency to charge a registration or application fee. The agency can only collect a deposit if you are applying for certain types of jobs. YOU ARE ENTITLED TO A REFUND. IF A REFUND IS NOT MADE WITHIN SEVEN (7) DAYS OR YOU HAVE A COMPLAINT OR NEED MORE INFORMATION, CALL 3-1-1.

E. Receipts

23. Respondent shall provide job applicants with a written receipt for every deposit, fee or other charge it collects. The receipt shall comply with Section 181 of the General Business Law.

24. The receipt shall be substantially similar to the DCA "Model Receipt" (see "Model Receipt," attached as Exhibit B). It shall:

a. Have the word "Receipt" written clearly and conspicuously at the top;

b. State the full name of the job applicant;

c. State the nature or purpose and sum of the deposit, fee, or other charge, as required by Section 181 of the General Business Law;

d. State the date that the Employment Agency collected the deposit, fee, or other charge;

e. Contain a written confirmation that any and all fees that the Employment Agency requires job applicants to pay are consistent with the law; and

f. Include the signature, printed name, and title of the person receiving the deposit, fee, or other charge on behalf of the Employment Agency.

25. The receipt shall be an individual document that is separate from any other document given to a job applicant.

26. Respondent shall state clearly and conspicuously on the receipt, in at least, 14-point bold, uncompressed face type or larger:

> It is against the law for the employment agency to charge a registration or application fee. The agency can only collect a deposit if you are applying for certain types of jobs. YOU ARE ENTITLED TO A REFUND. IF A REFUND IS NOT MADE WITHIN SEVEN (7) DAYS OR YOU HAVE A COMPLAINT OR NEED MORE INFORMATION, CALL 3-1-1.

F. Statement of Employee Rights Regarding Employment Agencies

27. Respondent shall give to job applicants who are seeking positions as domestic workers or household workers and all prospective employers, free of charge, a legible copy of the DCA "Domestic or Household Employees: Statement of Employee Rights and Employer Responsibilities" prior to any discussion with the job applicant (attached as Exhibit C).

28. Respondent shall keep on file in its principal place of business for a period of three (3) years a statement, signed by the job applicant and the employer of a domestic or household employee whom the Employment Agency placed with such employer, indicating that the employer has read and understands the DCA "Domestic or Household Employees: Statement of Employee Rights and Employer Responsibilities."

G. The Minimum Wage Act

29. Respondent shall not send job applicants to employers it knows, or should have known, to be in violation of the New York State Labor Law Article 19 "The Minimum Wage Act."

H. Limitation on Fees

30. Respondent shall not collect registration or application fees from any job applicant.

31. Respondent shall collect an advance fee or deposit only from job applicants who are seeking positions as domestic workers, household workers, manual workers, agricultural workers, skilled industrial workers, or mechanics, as defined by Section 185 of the General Business Law.

32. Respondent shall credit any advance fee or deposit to the job applicant's total fee or payment.

33. Respondent shall not charge job applicants a fee that exceeds the maximum limits set forth by Section 185 of the General Business Law.

34. Respondent shall not require job applicants to purchase any additional or incidental services or products including, but not limited to, photographs, training courses, or subscriptions to manuals.

35. Respondent shall maintain at the premises of the Employment Agency a log book of all fees, deposits and other monies charged or collected (collectively "payments"). Each entry in the log book shall include the name of the job applicant, the amount of the payment, the date the payment is received, the purpose of the payment, the date the job applicant is placed in a job, if any, and the date the payment is refunded, if any. Respondent shall make this log book available for inspection at the offices of the Department or at the Employment Agency's place of business during business hours.

I. Refunds

36. Respondent shall make any refund required under the General Business Law to a job applicant within seven (7) days after a job applicant requests a refund, regardless of whether the job applicant requests the refund orally or in writing.

37. Respondent shall refund any deposit or fee if the job applicant is not placed in a job within 45 days of the date that the contract is signed. Where possible, the refund shall be made in the same form as the payment. This provision shall not limit in any way a job applicant's rights under Section 186 of the General Business Law.

J. Signage

38. Respondent shall display conspicuously in the main room of its place of business, a poster provided by the Department ("DCA poster") containing Sections 185 and 186 of the General Business law and consumer tips in place of the law card required by Section 188 of the General Business Law. The Department shall provide the DCA poster to Respondent upon its obtaining an employment agency license.

39. Respondent shall display conspicuously in the main room of its place of business the

Licensing poster as required by Section 1-03 of the Rules.

40. Respondent shall duplicate and display in the main room of its place of business, the DCA poster and the Licensing poster in English, Spanish, and/or in every language in which the Employment Agency advertises and/or interacts with job applicants over the telephone, via email, and/or in person.

K. Advertising

41. Respondent shall not advertise its Employment Agency unless and until Respondent has a valid license from the Department.

42. Respondent shall state its DCA license number and the requirements of paragraph 8 in every advertisement or other publication.

43. Respondent shall not advertise in a manner that has the capacity, tendency, or effect of deceiving or misleading a person seeking employment with regard to the services provided by the Employment Agency.

44. Respondent shall not express, directly or indirectly, in any advertisement or other publication any limitation, specification, or discrimination that is unrelated to the performance of the job being publicized in violation of the New York City Human Rights Law.

45. Respondent shall comply with Section 5-09 of the Rules by disclosing clearly and conspicuously all material conditions, exclusions, and limitations in immediate proximity to the services or jobs advertised, including whether job applicants must pay fees.

46. Respondent shall maintain, on-site, for the Department's inspection, a copy all advertisements for one year from the date the advertisement is published or otherwise disseminated.

L. Records Disposal – Privacy Concerns

47. Respondent shall dispose of records containing personal identifying information such as social security numbers, driver's license numbers, non-driver identification card numbers, mother's maiden name, financial services account numbers or codes, savings account numbers or codes, checking account numbers or codes, debit card numbers or codes, automated teller machine numbers or codes, electronic serial numbers, and/or personal identification numbers by:

    a. Shredding the records before disposal;

    b. Destroying the personal identifying information contained in the record; and/or

c. Modifying the record to make the personal identifying information unreadable.

48. Respondent shall immediately notify the Department, the job applicant and the police of any breach of security or unauthorized possession of personal identifying information that compromises the security, confidentiality, or integrity of such information.

49. Respondent shall shorten (truncate) the account information on electronically printed credit and debit card receipts given to job applicants. Respondent shall not include more than the last five digits of the credit card number and shall delete the card's expiration date.

50. Nothing in this CJO shall be construed as waiving or abrogating Respondent's responsibilities under federal, state or local law concerning record-keeping or record maintenance.

M. Compliance and Training

51. 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 said complaints, but in all instances, it shall respond in writing to the Department regarding such consumer complaints within twenty (20) days of receipt of any complaints as required by Section 1-13 of the Rules. If the complaint(s) cannot be resolved, Respondent shall submit the resolution of the complaint(s) to the administrative tribunal of this Department.

52. Respondent shall provide all Employment Agency Managers, as defined by Sections 172 and 173 of the General Business Law, with a copy of this CJO and shall ensure that all Employment Agency Managers are familiar with and in compliance with the Licensing Manual (containing provisions of the Employment Agencies Law) and this CJO.

53. If Respondent has two or fewer employees, Respondent shall ensure that all employees are familiar with and in compliance with the Licensing Manual (containing provisions of the Employment Agencies Law) and this CJO. If Respondent has three or more employees, Respondent shall conduct an annual training to ensure that all employees are familiar with and in compliance with the Licensing Manual and this CJO.

54. Respondent shall ensure that all employees are familiar with and in compliance with the duty to respond to consumer complaints and any request for information from the Department in a timely fashion.

55. Respondent shall train and require all employees to disclose clearly on the telephone, the name of Respondent, as licensed by the Department, prior to any discussion with the job applicant.

56. Respondent shall train all new employees on the requirements of the Employment Agencies Law and this CJO within two (2) days of the employees' start date.

57. Respondent shall maintain for inspection by the Department files of all consumer complaints it receives from any state or local agency, including the Department, in a manner that is organized and readily accessible.

58. Respondent shall not have a financial or economic interest in a corporation or employer with whom job applicants are placed. Respondent shall not divide a fee received from a job applicant with an employer or any member of an employer's staff.

N. Locksmith Fee and Consequences of Breach of Assurance

59. Respondent agrees to pay the locksmith fee of $335.00, no later than February 23, 2009.

60. Respondent acknowledges that any material breach of a provision of this CJO by Respondent or its agents shall, if proven: (i) be deemed grounds for automatic revocation of Respondent's license; (ii) be assessed at the maximum penalties allowed by law as knowing violations of the law pursuant to the License Enforcement Law, the Consumer Protection Law, the Employment Agencies Law, and the Rules; (iii) be deemed a separate, knowing violation of the Consumer Protection Law; and (iv) be deemed proof that any person with an equity interest of 10 percent or more, or significant managerial responsibility for the operation of Respondent's business, is not possessed of the integrity, honesty, and fair dealing required of persons who hold a license issued by the Department.

61. If Respondent does not immediately cease its illegal unlicensed activity or resumes its illegal unlicensed activity in the future, the Department, without any further notice to the Respondent, shall be entitled to impose fines of up to $100 per day for each day of unlicensed activity, and to seal said premises, and/or remove, seal or otherwise make inoperable items or goods sold, offered for sale, available for public use or utilized in the operation of the unlicensed activity. It is hereby agreed that there shall be a presumption of continuous unlicensed activity from the date of the execution of this Consent Judgment/Order for the purpose of imposing fines.

62. Respondent hereby agrees to waive any further right to a hearing and appeal on the above citation under Section 20–104 of the New York City Administrative Code, and stipulates that, by signing this CJO, it has been duly served with a padlock posting order pursuant to Section 20–105 of the New York City Administrative Code, thereby waiving any further service of a notice or an order.

63. The Department agrees that by executing this CJO, the Department waives the right to bring charges against Respondent for any violations of the Licensing Law, the Employment Agencies Law, the Consumer Protection Law, and the Rules arising from Respondent's advertising as an unlicensed employment agency to New York City consumers.

64. This agreement does not resolve any consumer complaints filed against Respondent.

65. If Respondent files a license application and it is denied, the Department will have the authority to proceed as indicated above.

66. If Respondent obtains, or at the time of this CJO has already obtained a license for an employment agency and if payment is not made in accordance with the above paragraphs, the Respondent understands that its license will be revoked.

Agreed to for Respondent

Rowland Multiservices Corp.

By: Blanca Ortiz
President

Signature

02/23/2009
Date

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

[redacted] Esq.
Staff Counsel

[redacted]

Signature

2/23/09
Date

Please remit payment and a signed copy of this CJO to:

The New York City Department of Consumer Affairs
Research and Investigations Division
Attn: Niyati Shah, Esq.
42 Broadway, 8th Floor, New York, New York 10004

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.