

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

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DEPARTMENT OF CONSUMER AFFAIRS,	CONSENT ORDER
Complainant,	
-against-	Violation No.: 5349356
	License No.: 1135923
SIMM ASSOCIATES, INC.,	
Respondent.	
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1. Respondent SIMM Associates, Inc. (“SIMM” or “Respondent”) 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 2003.
2. Respondent seeks renewal of its debt collection agency license, No. 1135923.
3. The Department has reviewed Respondent’s license renewal application, public records and records maintained by the Department, and Respondent’s 2013 Renewal Information and Documentation Form, and information provided to the Department by Respondent.
4. The Department identified certain findings related to the Respondent’s 2013 renewal application annexed as Attachment A. Respondent does not admit to these findings, but consents to a Consent Order with the Department to resolve the findings.
5. 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.
6. Gregory Simendinger, as President of Simm Associates, Inc., represents and warrants that he is authorized to enter into this Consent Order on behalf of Respondent.

7. 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.
8. 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**

9. 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.
10. 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.
11. 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 to the Department.

### **PAYDAY LOANS; USURIOUS LOANS**

12. 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.
13. “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.
14. 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.”

15. 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**

16. 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 that the account be marked paid in full or settled in full.

### **COLLECTION OF DEBTS OWED TO DEBT BUYERS**

17. 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**

18. 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 8;
  - 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 8;
  - 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 8.

### **COMPLIANCE MONITORING AND REPORTING**

19. Respondent shall appoint Charles Boarman, General Counsel, to serve as the Compliance Officer responsible for ensuring adherence to the terms of this Consent Order. Such Compliance Officer has the following title: General Counsel/Director of Compliance.

- a. The telephone number of such Compliance Officer is: 1-800-651-9054.
  - b. The address of such Compliance Officer is: c/o Simm Associates, Inc., 800 Pencader Drive, Newark, DE 19702.
  - c. The email address of such Compliance Officer is: charlesb@simmassociates.com.
20. 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.
  21. 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.
  22. Respondent shall respond to all subpoenas and document requests issued to it by the Department.
  23. 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.
  24. 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. For the purposes of this paragraph "investigation" means any written communication from a government agency relating to Respondent's debt collection practices, to which Respondent must respond except for individual consumer complaints.
  25. 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.

26. 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, 9<sup>th</sup> Floor  
New York, NY 10004

Re: 2015 Consent Order

Email to: [legaldebtcoll@dca.nyc.gov](mailto:legaldebtcoll@dca.nyc.gov)

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

#### **CONSEQUENCES OF BREACH OF CONSENT ORDER**

28. Upon a finding, after notice and hearing, that Respondent has committed a breach of the terms of this Consent Order, the Respondent shall pay one thousand dollars (\$1,000) for the breach.
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.

#### **PENALTIES AND OTHER TERMS AND CONDITIONS**

31. Respondent shall pay a total sum of \$75,000 (seventy five thousand dollars) to the Department, in the following installment terms: 1) \$25,000 to be received by June 1, 2015; 2) \$25,000 to be received by August 3, 2015; and 3) \$25,000 to be

received by October 2, 2015. 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: 2015 Consent Order, 42 Broadway, 9th Floor, New York, New York 10004. If payment is not received on the dates specified above, the Department will notify the Respondent 7 days after the installment date. Non-payment of the installment within two weeks of the due date will render the total amount due.

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 subsequent to this time period or for items that the Respondent had been required to disclose previously but failed to do so.
36. 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:

GREGORY L. SIMENDINGER

Print Name

PRES.

Title

Gregory L. Simendinger

Signature

4/20/15

Date

Accepted for Julie Menin,  
Commissioner of Consumer Affairs for the City  
of New York, by:

[REDACTED]

Print Name

Staff Attorney

Title

[REDACTED]

Signature

April 28, 2015

Date

Agreement Dated: April 28, 2015

**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](http://www.nyc.gov/consumers).**

# ATTACHMENT A

- (1) Background – SIMM Has Collected or Attempted to Collect From 8,200 New York City Consumers in the Past Two Years.
  - a. Question 17(A) of the 2013 Renewal Form asks: “In the past two years, did you collect or attempt to collect debts from any New York City consumers?” Question 17(B) of the 2013 Renewal Form asks: “[H]ow many accounts did you collect or attempt to collect from New York City consumers in 2011?” Question 17(C) of the 2013 Renewal Form asks: “[H]ow many accounts did you collect or attempt to collect from New York City consumers in 2012?”
  - b. SIMM answered “Yes” to Question 17(A), answered “3,666” to Question 17(B), and answered “4,534” to Question 17(C). SIMM therefore admits that it collected or attempted to collect 3,666 accounts from New York City consumers in 2011 and 4,534 accounts from New York City consumers in 2012.
- (2) SIMM Made a False Statement in Response to Question 7(A) and Failed to Disclose Relevant Information:
  - a. Question 7(A) of the 2013 Renewal Form asks: “In the past five years, have you . . . entered into any settlement agreement with any administrative agency or government entity, that was in any way related to the collection of debt or the conduct of your business?”
  - b. 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.”
  - c. 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.”
  - d. SIMM answered “No” to Question 7(A). SIMM’s answer falsely indicated that, in the past five years, SIMM had not “entered into any settlement agreement with any administrative agency or government entity, that was in any way related to the collection of debt or the conduct of its business.” In fact, SIMM executed an Assurance of Discontinuance with the Attorney General of West Virginia on March 8, 2008. *See* State of West Virginia Office of the Attorney General, Darrel V. McGraw Jr, Consumer Protection Division, *Press Release*, September 17, 2008.
  - e. SIMM violated 6 RCNY §1-01.1 by falsely answering Question 7(A) in its 2013 Renewal Form.

(3) SIMM Made a False Statement About Its Compliance With Collection Phone Call Requirements:

- a. Question 18(A) of the 2013 Renewal Form asks: “In the past two years, did you collect or attempt to collect debts from New York City consumers by placing telephone calls to consumers?”
- b. Question 19 of the 2013 Renewal Form asks: “Do you have policies and procedures in place to ensure that you do not make contact with a New York City consumer by telephone three or more times in a single week?”
- c. 6 RCNY § 5-77(b)(iv) provides, in relevant part: “A debt collector, in connection with the collection of a debt, shall not . . . communicate with the consumer in connection with the collection of any debt . . . with excessive frequency. In the absence of knowledge of circumstances to the contrary, a debt collector shall assume that more than twice during a seven-calendar-day period is excessively frequent.”
- 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. SIMM answered “Yes” to Question 18(A) and “Yes” to Question 19 of the 2013 Renewal Form. SIMM therefore admits that it placed telephone calls to New York City consumers within the past two years. SIMM answers falsely indicated that it has “policies and procedures in place to ensure that [SIMM does] not make contact with a New York City consumer by telephone three or more times in a single week.” In fact, SIMM’s policies and procedures permit “one call every day.” *2011 SIMM Associates, Inc. Collection Manual – Policies and Compliance* at 21.
- g. SIMM violated 6 RCNY §1-01.1 by falsely answering Question 19 in its 2013 Renewal Form.

(4) SIMM Violated Collection Letter Requirements and Made False Statements About Its Compliance With Those Requirements:

- a. Question 20(B)(iii) of the 2013 Renewal Form asks: “[I]n each written communication to a New York City consumer, do you provide the consumer with: . . . the originating creditor of the debt?”
- b. Question 20(B)(iv) of the 2013 Renewal Form asks: “[I]n each written communication to a New York City consumer, do you provide the consumer with: . . . the name of the person to call back?”

- c. Question 20(B)(v) of the 2013 Renewal Form asks: “[I]n each written communication to a New York City consumer, do you provide the consumer with: . . . the amount of the debt at the time of the communication?”
- d. Question 20(B)(vi) of the 2013 Renewal Form asks: “[I]n each written communication to a New York City consumer, do you provide the consumer with: . . . your DCA license number?”
- e. 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.”
- f. 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.”
- g. Admin. Code § 20-493.1(a) requires, in relevant part, that a debt collection agency provide, “[i]n any permitted communication with the consumer . . . (iii.) the originating creditor of the debt, (iv.) the name of the person to call back, and (v.) the amount of the debt at the time of the communication . . . .”
- h. 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].”
- i. SIMM answered “Yes” to Questions 20(B)(iii) through (vi). SIMM’s answers falsely indicated that SIMM provides, in each written communication to a New York City consumer, the “originating creditor of the debt,” “the name of the person to call back,” “the amount of the debt at the time of the communication,” and “[SIMM’s] DCA license number.” In fact, in response to Questions 24(C) and 25(B) of the 2013 Renewal Form, and discussed in greater depth below, SIMM submitted six letters that it sent to New York Consumers in the past two years, which contained the following errors: the letter dated July 30, 2012 failed to provide “the originating creditor of the debt;” the letter dated November 12, 2012 failed to provide “the name of the person to call back;” the letters dated February 16, 2012; July 30, 2012; and November 12, 2012 failed to provide “the amount of the debt at the time of the communication;” and none of the letters “contain[ed] the license number assigned to [SIMM] by the Department.” The Department records also include a dunning letter dated March 23, 2011, sent to a New York City consumer, that failed to provide “the name of the person to call back.” CD500127044.
- j. SIMM violated 6 RCNY § 1-01.1 by falsely answering Questions 20(B)(iii) through (vi) in its 2013 Renewal Form.

- k. SIMM violated Admin. Code § 20-493.1(a) requirements in written communications sent to New York City consumers by failing to provide the name of the person to call back in its March 23, 2011 dunning letter.
- (5) SIMM Violated Requirements for Written Confirmations of Debt 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.*” (emphasis added).
  - 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, in relevant part: “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 date on which the . . . agreement was made . . . .”
  - h. 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].”
  - i. SIMM answered “Yes” to both Questions 24(A) and 24(B). SIMM therefore admits that it “provide[d] written confirmation of the settlement agreement to each New York City consumer with whom [SIMM] entered into a settlement agreement.” As its response to Question 24(C), SIMM produced three letters as examples of confirmations of settlement agreements that were “actually sent to New York City consumers,” dated February 18, 2013. All three letters

fail to identify the “date on which the . . . agreement was made,” and fail to include the “license number assigned to [SIMM] by the [Department].”

- j. SIMM violated 6 RCNY § 1-01.1 by failing to provide a complete response to Question 24(C), specifically by failing to “attach three examples of written confirmations of debt settlement agreements that [SIMM] actually sent to New York City consumers dated before January 1, 2013.”
- k. SIMM violated 6 RCNY § 2-192(a) by failing to “identify . . . the date on which the . . . agreement was made . . . .”
- l. SIMM violated 6 RCNY § 1-05 by failing to include “the license number assigned to [SIMM] by the [Department]” in all “printed matter.”

(6) SIMM Violated Requirements for Written Confirmations of Satisfaction of Indebtedness

- 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 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.”
- c. Question 25(B) of the 2013 Renewal Form states: “If the answer to (A) is yes, attach copies of three examples of written confirmations you actually sent to New York City consumers dated before January 1, 2013.”
- d. 6 RCNY § 2-192(d) provides: “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 the indebtedness that identifies the *originating creditor* and the original account number of the indebtedness.” (emphasis added).
- e. Admin. Code § 20-493.1(a) requires, in relevant part, that a debt collection agency provide, “[i]n any permitted communication with the consumer . . . (iii.) the originating creditor of the debt, (iv.) the name of the person to call back, and (v.) the amount of the debt at the time of the communication . . . .”
- f. 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].”
- g. SIMM answered “Yes” to Questions 24(A) and 25(A). SIMM therefore admits that in the past two years, it sent a “written confirmation of satisfaction of indebtedness” to each New York City consumer who “satisfie[d] a debt according to a . . . settlement agreement.” As its response to Question 25(B), SIMM attached copies of three letters that it sent to New York City consumers

dated February 16, 2012; July 30, 2012; and November 12, 2012. The letter dated July 30, 2012 failed to identify the “originating creditor.” The letter dated November 12, 2012 failed to provide “the name of the person to call back.” All three letters failed to provide “the amount of the debt at the time of the communication;” and failed to “contain the license number assigned to [SIMM] by the Department.”

- h. SIMM violated 6 RCNY § 2-192(d) by failing to identify the originating creditor in written confirmations of satisfaction of indebtedness sent to New York City consumers.
- i. SIMM violated Admin. Code § 20-493.1(a) by failing to provide “the originating creditor of the debt,” “the name of the person to call back,” and “the amount of the debt at the time of the communication” in permitted communications with consumers.
- j. SIMM violated 6 RCNY § 1-05 by failing to include “the license number assigned to [SIMM] by the [Department]” in all “printed matter.”

(7) SIMM Violated Recordkeeping Requirements for Written Communications:

- a. Question 20(A) of the 2013 Renewal Form asks: “In the past two years, did you collect or attempt to collect debts from New York City consumers by sending letters to consumers?”
- b. Question 31(C)(i) of the 2013 Renewal Form asks: “State whether you maintain the following records with respect to your collection of debts from New York City consumers: . . . [c]opies of all written communications you sent to consumers.”
- c. 6 RCNY § 2-193(a)(1) and (d), require, in relevant part, that a debt collection agency maintain “[a] copy of all communications with the consumer” for “six years from the date the record was created by the debt collection agency . . . .”
- d. SIMM answered “Yes” to Question 20(A), and “No” to Question 31(C)(i). SIMM therefore admits in its 2013 Renewal Form that it sent letters to New York City consumers within the past two years, but does not maintain “[c]opies of all written communications [SIMM] sent to consumers.”
- e. SIMM violated 6 RCNY § 2-193(a)(1) and (d) by failing to maintain copies of all written communications sent to New York City consumers for the required six year period.

(8) SIMM Violated Recordkeeping Requirements for Debt 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 31(G)(i) of the 2013 Renewal Form asks: “State whether you maintain the following records with respect to your collection of debts from New York City consumers: . . . [c]opies of each settlement agreement you reached with a consumer to pay the debt.”
- d. 6 RCNY § 2-193(a)(3) and (d) require, in relevant part, that a debt collection agency maintain “[a] copy of the . . . settlement agreement reached with the consumer to pay the debt” for “six years.”
- e. SIMM answered “Yes” to Questions 24(A) and (B), and “No” to Question 31(G)(i). SIMM therefore admits in its 2013 Renewal Form answers that it “provide[d] a written confirmation of the settlement agreement to each New York City consumer with whom [SIMM] entered into a settlement agreement,” but that SIMM does not maintain copies of each settlement agreement reached with a consumer to pay a debt.
- f. SIMM violated 6 RCNY § 2-193(a)(3) and (d) by failing to maintain “cop[ies] of the . . . settlement agreement[s] reached with . . . consumer[s] to pay the[ir] debt[s]” for the required six year period.

(9) SIMM Violated Recordkeeping Requirements for Audio Recordings:

- a. Question 18(A) of the 2013 Renewal Form asks: “In the past two years, did you collect or attempt to collect debts from New York City consumers by placing telephone calls to consumers?”
- b. Question 31(H)(i) of the 2013 Renewal Form asks: “State whether you maintain the following records with respect to your collection of debts from New York City consumers: . . . [a]udio recordings of complete conversations with consumers (i.e. outgoing collection calls, and incoming calls from consumers).”
- c. 6 RCNY § 2-193(b)(2) and (d) require, in relevant part, that a debt collection agency maintain “[r]ecordings of complete conversations with all consumers or with a randomly selected sample of at least 5% of all calls made or received by the debt collection agency” for “one year after the date of the last conversation recorded on each completed recording tape.”
- d. SIMM answered “Yes” to Question 18(A) and “No” to Question 31(H)(i). SIMM therefore admits in its 2013 Renewal Form answers that it placed telephone calls to New York City consumers within the past two years, but does not maintain “[a]udio recordings of complete conversations consumers (i.e. outgoing collection calls, and incoming calls from consumers).”
- e. SIMM violated of 6 RCNY § 2-193(b)(2) and (d) by failing to maintain “[r]ecordings of complete conversations” with New York City consumers for the required one-year period.