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DEPARTMENT OF CONSUMER AFFAIRS
CITY OF NEW YORK

SUPERSEDING CONSENT ORDER

DEPARTMENT OF CONSUMER AFFAIRS,
Complainant,

Violation Nos.:

-against-

- LL005312990,
- LL005312991,
- LL005312992,
- LL005312994,
- LL005324090,
- LL005324929,
- LL005332081,
- LL005332082,
- LL005332083,
- LL005332084,
- LL005332085,
- LL005332086,
- LL005332087.

WEST ASSET MANAGEMENT, INC.,
Respondent.

- License Nos.: 1270334, 1308766,
- 1308773, 1308832, 1308886, 1308892,
- 1308901, 1308927, 1308938, 1316143,
- 1330668, 1448356, 1448362.

1. Respondent West Asset Management, Inc. ("West" 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 2005.
2. Respondent seeks renewal of debt collection agency license Nos. 1270334, 1308766, 1308773, 1308832, 1308886, 1308892, 1308901, 1308927, 1308938, 1316143, and 1330668.

3. The Department has reviewed Respondent's license renewal 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.
5. Respondent does not admit to and specifically denies 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. This Consent Order supersedes the Consent Judgment Order dated November 27, 2009, between the Respondent and the Department in PL001056210.
6. Michael Mazour, as President, 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(s) 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, but may cease collection activity on the account and return the account to the original creditor without further liability for the disposition of the account after such time as it is returned to the original creditor. Further, at the time Respondent returns the account to the original creditor, Respondent will note on the account that the consumer disputed the debt.

- 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 entry be updated to reflect that the account has been paid 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. The foregoing shall not apply to debts collected on behalf of the original creditor where no third party debt buyer is involved.

POLICIES, PROCEDURES AND TRAINING

18. Within forty-five (45) 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 [REDACTED] 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: Vice President & Deputy General Counsel.
 - a. The telephone number of such Compliance Officer is: [REDACTED]
 - b. The address of such Compliance Officer is: [REDACTED]
[REDACTED]
 - c. The email address of such Compliance Officer is: [REDACTED]
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 fourteen (14) days of such change. With respect to the fourteen (14) day period set forth in this paragraph, Respondent may request additional time for good cause shown, and the Department will entertain such requests in good faith.
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.

With respect to the ten (10) day period set forth in this paragraph, Respondent may request additional time for good cause shown, and the Department will entertain such requests in good faith.

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 twenty-one (21) days of being notified of such action, proceeding, or investigation.
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, 9th Floor
New York, NY 10004

Re: 2013 Consent Order

Email to: 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. 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.
29. 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.
30. 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.
31. 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

32. Respondent shall pay \$150,000 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.
33. This Consent Order shall constitute a final order pursuant to Section 6-42(c) of the Rules.

WAIVER OF APPEALS

34. Respondent waives Respondent's right to a hearing on, appeal of and/or any challenge of, in any forum, the facts alleged in Attachment A in connection with the above-referenced Violation Numbers 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

35. 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.
36. 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. However, the Department fully releases the Respondent from any and all claims, demands, actions arising out of the violations alleged in Attachment A only from the beginning of time through the date of this Consent Order as set forth in the "Agreement Dated" field below, unless the Department learns that information provided by Respondent with regard to the findings made was false.
37. The acceptance of this Consent Order does not limit the Department's ability, nor 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.
38. 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:

Michael Mazour

Print Name

President

Title

Signature

Date

11/5/13

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

Print Name

Title

Signature

Date

Agreement Dated:

Deputy Director

12/2/13

12/2/13

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 the Respondent. Based on this review, the Department makes the following findings:

- (1) Background – West Collected or Attempted to Collect From 10,763 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. West answered “Yes” to Question 17(A), answered “5,774” to Question 17(B), and answered “4,989” to Question 17(C). West therefore admits that it collected or attempted to collect 5,774 accounts from New York City consumers in 2011 and 4,989 accounts from New York City consumers in 2012.
- (2) West Made False Statements in Response to Question 5 of its Renewal License Application:
 - a. Question 5 of the 2013 Renewal License Application asks: “Since you originally applied for this license or last completed a renewal application . . . [i]s the licensee . . . now facing ANY pending *criminal* OR *civil* charge(s)?” (emphasis in original).
 - 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. West answered “No” to Question 5 of the 2013 Renewal License Application. West's answers falsely indicated that it was not “facing ANY pending . . . *civil* charge[s]” at the time it submitted its 2013 Renewal License Application. In fact, West was facing civil charges in at least fifteen civil

actions that were pending in federal courts as of the date that West submitted its 2013 Renewal License Application on December 24, 2012. *See, e.g., Redmond v. West Asset Mgmt., Inc.*, No. 2011-cv-07201 (N.D. Ill.) (filed Oct. 12, 2011); *White v. Ally Fin. Inc.*, No. 2012-cv-00384 (S.D. W.V.) (filed Feb. 10, 2012); *Smith v. NCO Fin. Sys. Inc.*, No. 2012-cv-00101 (E.D. Tenn.) (filed Mar. 29, 2012); *Daniel v. West Asset Mgmt.*, No. 2012-cv-12851 (E.D. Mich.) (filed June 28, 2012); *Rodriguez v. Barclay Bank Del. (In re Rodriguez)*, No. 12-ap-00068 (N.D. W.V. Bankr.) (filed Aug. 7, 2012); *Thurman v. West Asset Mgmt., Inc.*, No. 2012-cv-01756 (D.Or.) (filed Sept. 27, 2012); *Abreu v. West Asset Mgmt.*, No. 2012-cv-06358 (D.N.J.) (filed Oct. 9, 2012); *Herendeen v. West Asset Mgmt., Inc. (In re Santiago)*, No. 12-ap-00983 (M.D. Fla. Bankr.) (filed Oct. 23, 2012); *Stafford v. SunTrust Mortgage, Inc.*, No. 2012-cv-01877 (W.D. Wash.) (filed Oct. 24, 2012); *Elotmani v. West Asset Mgmt., Inc.*, No. 2012-cv-05568 (E.D.N.Y.) (filed Nov. 11, 2012); *Gale v. West Asset Mgmt., Inc.*, No. 2012-cv-15215 (E.D. Mich.) (filed Nov. 28, 2012); *Freeman v. West Asset Mgmt., Inc.*, No. 2012-cv-03154 (D. Colo.) (filed Dec. 3, 2012); *Allgood v. West Asset Mgmt., Inc.*, No. 2012-cv-02094 (D. Nev.) (filed Dec. 7, 2012); *Green v. West Asset Mgmt., Inc.*, No. 2012-cv-03264 (D. Colo.) (filed Dec. 14, 2012); *Anerine v. West Asset Mgmt., Inc.*, No. 2012-cv-03275 (D. Colo.) (filed Dec. 17, 2012).

- e. West violated 6 RCNY §1-01.1 by falsely answering Question 5 of its Renewal License Application.

(3) West 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, in relevant part: “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. West answered “Yes” to Questions 23(A) and (B). West therefore admits that West “provide[d] a written confirmation of the debt payment schedule to each New York City consumer that [West] authorized to make payments according to a debt payment schedule.”
- i. As its response to Question 23(C), West submitted three letters dated after January 1, 2013 under a coversheet labeled “Attachment to #23(C).” Although Question 23(C) specifically requested three examples of written confirmations of payment schedules “dated before January 1, 2013,” the three letters submitted by West are dated January 17, 2013 and January 22, 2013. Each of the letters also failed to “identify . . . the date on which the debt payment schedule . . . was made.”
- j. By email dated May 24, 2013, West submitted policies and procedures as well as three letters to supplement its 2013 Renewal Form. The letters – dated September 10, 2012 (Crystalee M. Stanton), July 26, 2012 (Elizabeth A. Martin), and October 9, 2012 (Matthew Corey Hall) – were submitted as “examples of written confirmations of debt payment schedules that [West] actually sent to New York City consumers dated before January 1, 2013.” By affidavit dated June 21, 2013, sworn to by David Hall, Executive Vice President of Debt Collection Operations at West, West stated “[t]hat the date at the top of the written confirmation letters is, in fact, the date on which the payment arrangement was made between [West] and the consumer[;]” and that “[West] agrees that it will modify the written confirmation letters to include the date that the agreement was made in the body of the letter with language explaining to the recipient that the date represents the date on which the arrangement was made.” Therefore, although West presented facts to demonstrate that the letters identified the date on which the payment schedule was made, all three letters, submitted as examples of written confirmations of debt payment schedules, failed to identify “the specific amount and due date of each payment, . . . any other terms of the debt payment schedule . . . , and the conditions for satisfying the outstanding balance.”

- k. West violated 6 RCNY § 1-01.1 by failing to provide a complete response to Question 23(C), specifically, by failing to “attach to its 2013 Renewal Form copies of three examples of written confirmations of debt payment schedules that [West] actually sent to New York City consumers dated before January 1, 2013.”
 - l. West violated 6 RCNY § 2-192(a) by failing to “identify . . . the specific amount and due date of each payment, . . . any other terms of the debt payment schedule . . . , and the conditions for satisfying the outstanding balance” in written confirmations of debt payment schedules to New York City consumers prior to January 1, 2013.
- (4) West 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, 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 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. West answered “No” to Question 24(A) on its 2013 Renewal Form. West therefore claimed in its answers on its 2013 Renewal Form that it did not “agree to allow any New York City consumers to settle a debt.” However, by affidavit dated June 21, 2013, sworn to by David Hall, Executive Vice President of Debt Collection Operations at West, West attested that it “routinely accept[s] settlements on accounts for less than the full balance[,] . . . and that any statements to the contrary in the license application were in error.” By email dated May 24, 2013, West submitted policies and procedures as well as three letters to supplement its 2013 Renewal Form. The letters – dated September 10, 2012 (Crystalee M. Stanton), July 26, 2012 (Elizabeth A. Martin), and October 9, 2012 (Matthew Corey Hall) – were submitted as “examples of written confirmations of settlement agreements that [West] actually sent to New York City consumers dated before January 1, 2013.”
 - i. West also stated “[t]hat the date at the top of the written confirmation letters is, in fact, the date on which the payment arrangement was made between [West] and the consumer[;]” and that “[West] agrees that it will modify the written confirmation letters to include the date that the agreement was made in the body of the letter with language explaining to the recipient that the date represents the date on which the arrangement was made.” Although West presented facts to demonstrate that the letters identified the date on which the settlement agreement was made, all three letters, submitted as examples of written confirmations of settlement agreements, failed to identify the “any other terms of the . . . agreement, and the conditions for satisfying the outstanding balance.”
 - j. West violated 6 RCNY § 1-01.1 by failing to provide a complete response to Questions 24(A) through (C) on its 2013 Renewal Form, specifically, by failing to answer “Yes” to Questions 24(A) and (B), and by failing to “attach [,to its 2013 Renewal Form,] copies of three examples of written confirmations of settlement agreements that [West] actually sent to New York City consumers dated before January 1, 2013.”
 - k. West violated 6 RCNY § 2-192(a) by failing to “identify . . . any other terms of the . . . agreement, and the conditions for satisfying the outstanding balance” in written confirmations of settlement agreements to New York City consumers prior to January 1, 2013.
- (5) West Failed to Provide a Complete Response to Question 25 Regarding 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. 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.”
- c. 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.”
- d. 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.”
- e. 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.”
- f. West answered “Yes” to Question 25(A). West therefore admits that West sent “a written confirmation of the satisfaction of indebtedness” to “each New York City consumer who satisfie[d] a debt according to a debt payment schedule or settlement agreement.”
- g. As its response to Question 25(B), West stated, “[s]ame letters as #23C.” As discussed above, the three letters West submitted in response to Question 23(C) are dated January 17, 2013 and January 22, 2013 – and, thus, they were not “examples . . . dated before January 1, 2013.” The three letters also are not written confirmations of satisfaction of indebtedness because the letters describe future payments to be made by the consumer and plainly were not sent “after receipt of the final payment.” However, by email dated May 24, 2013, West submitted policies and procedures as well as three letters to supplement its 2013 Renewal Form – dated February 3, 2012 (Eileen Mullusky), March 10, 2012 (Audra J. Cullen), and March 9, 2012 (Amelia D. Cooper) – as “three examples of written confirmations [of satisfaction of indebtedness West] actually sent to New York City consumers dated before January 1, 2013.”
- h. West violated 6 RCNY § 1-01.1 by failing to provide a complete response to Question 25(B), specifically, by failing to attach to its 2013 Renewal Form, “three examples of written confirmations [of satisfactions of indebtedness that West] actually sent to New York City consumers dated before January 1, 2013.”

- i. However, West's supplemental letters demonstrated that West did not violate 6 RCNY § 2-192(d), and that West actually "sen[t] 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," "within 21 calendar days after receipt of the final payment" to each New York City consumer who satisfied a debt according to a debt payment plan or settlement agreement.

(6) West Violated the 2009 Consent Judgment Order:

- a. By the Consent Judgment Order that West entered into with the Department dated November 27, 2009 in PL001056210 ("2009 CJO"), West agreed to, among other things, the following terms:

6. [West] agrees to comply with all relevant laws and rules related to debt collection in New York City including, but not limited to, the Licensing Law, the Debt Collection Agencies Law, the Consumer Protection Law, and the Debt Collection Rules.

7. There shall be a rebuttable presumption that any future violations by [West] of the Licensing Law, Debt Collection Agencies Law and/or the Rules, including the Debt Collection Rules, are knowing violations.

....

11. In the event of any material breach on the part of [West] with regard to any of the terms of this CJO, such breach shall be the basis for the Department to reset this matter for a hearing and to seek maximum fines and penalties in addition to any other remedies provided for herein, including suspension or revocation of [West]'s license for a lack of fitness.

2009 CJO, ¶¶ 6, 7, 11.

- b. Based on the above violations, West breached the 2009 CJO.