DEPARTMENT OF CONSUMER AFFAIRS
CITY OF NEW YORK

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DEPARTMENT OF CONSUMER AFFAIRS, Complainant, -against- [redacted] Respondent.	**ASSURANCE OF DISCONTINUANCE** **Violation No. LL[redacted]** **LL[redacted]** **LL[redacted]**

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[redacted] ("Respondent") hereby consents to this Assurance of Discontinuance ("AOD") to settle the above captioned violation and agrees as follows:

Acknowledgement of Citation

1. Respondent acknowledges that it was served the above-referenced citations citing Title 20, Chapter 2, Subchapter 31 Section 20-518(g)(1) *et seq.* of the New York City Administrative Code.

Authorized Representative For Respondent

2. Respondent is represented in this matter by [redacted] located at [redacted], NY

Injunctive Relief

3. Respondent agrees to bring their business practices into compliance with current requirements stated in the Code and/or the RCNY and to continue to comply with these rules so long as engaged in business at this location or anywhere else within the five boroughs of the City of New York.

Fines

4. Respondent shall pay a fine of $[redacted] as settlement of the above-referenced citations in the form of a bank check or money order made payable to "NYC Department of Consumer Affairs" on or before execution of this AOD.

Suspension from DARP

5. Respondent shall be suspended from participating in DARP for a period of sixty (60) continuous days beginning upon execution of this agreement.

Resolution of Consumer Complaints

6. Respondent shall make all possible efforts in good faith to resolve all consumer complaints filed with the Department within ten (10) business days of Respondent's receipt of copies of said complaints, regardless of whether Respondent was licensed by the Department at the time of the activity about which the consumer complained. Respondent shall respond to subsequent communications from the Department concerning the complaints within five (5) business days.

7. Respondent shall submit to the Department's jurisdiction to adjudicate the merits of every complaint.

8. Respondent shall provide DCA with the name, address, telephone number, email address, if any, and title of the individual responsible for addressing complaints received by DCA, within 10 business days of execution of this CJO.

Records Disposal – Privacy Concerns

9. 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.

10. Respondent shall immediately notify the Department 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.

11. Respondent shall shorten (truncate) the account information on electronically printed credit and debit card receipts given to consumers. Respondent shall not include more

than the last five digits of the credit card number and shall delete the card's expiration date.

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

Consequences of Breach of AOD

13. Any material breach of any provision of this AOD either Respondent and/or Respondent's agent, shall be a basis for automatic revocation of license(s) issued to Respondent by the Department.

14. Any material breach of any provision of this AOD shall be deemed to be proof that no person who has an equity interest of 10% or more in Respondent's business and/or significant managerial responsibility for the operation of Respondent's business, is possessed of the characteristics, including integrity, honesty, and fair dealing, required of persons who or which hold any license issued by the Department.

15. Any of the following shall be a basis for automatic revocation of license(s) issued to Respondent by the Department:

    a. Respondent fails to pay any restitution or fine ordered by the Department's administrative tribunal; or

    b. Respondent fails to pay any consumer restitution awarded by any other court of competent jurisdiction within thirty days of Respondent's receipt of the decision of such court.

Waiver of Appeals

16. 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

17. 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:

[redacted]

Signature Date

[redacted]

Print Name

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

[redacted]

Signature Date

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.