

CITY OF NEW YORK
DEPARTMENT OF CONSUMER AFFAIRS

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DEPARTMENT OF CONSUMER AFFAIRS,

Complainant,

– against –

AMERICA EMPLOYMENT AGENCY, INC.
88-18 Roosevelt Avenue, 2nd Floor
Jackson Heights, NY 11372

Respondent.
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CONSENT JUDGMENT/ORDER

Violation Number: LL 5143300

License Number: 1284521

America Employment Agency, Inc. (“Respondent” or “Employment Agency”) consents to the terms of this Consent Judgment/Order (“CJO”) with the New York City Department of Consumer Affairs (“DCA” or “Department”) to settle the above captioned violation.

A. INTRODUCTION

1. The Department duly served Respondent with the above referenced Notice of Hearing (“NOH”), dated March 27, 2009, which gave notice that Respondent was operating an 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. (“Article 11”), New York City Administrative Code Sections 20-770 et seq. (“Consumer Protection Law”), and Title 6 of the Rules of the City of New York (“Rules”).
2. Ilse Reyes is authorized to enter into this CJO on behalf of Respondent.
3. Respondent previously entered into a settlement agreement (“Agreement”) with the Department on May 5, 2008 (Appendix A), in which it agreed to comply with the terms of that settlement agreement and the License Enforcement Law, the Consumer Protection Law, GBL Article 11, and the Rules.
4. For purposes of this CJO, “job applicant” shall mean a person who is seeking or who has sought employment placement by Respondent, whether permanent or temporary.

B. INJUNCTIVE RELIEF

5. Respondent shall comply fully with the Agreement, the License Enforcement Law, the Consumer Protection Law, GBL Article 11, the Rules, and this CJO.
6. Respondent shall affix securely on the front door of its premises and facing consumers as they enter Respondent’s premises, the “Violation Sign” (Appendix B) and the original Notice of Hearing LL 5143300 directly below it for three months from the date of execution of this CJO. Respondent shall translate and post the Violation Sign in a format substantially

similar to the format of Appendix B in each language in which it does business and next to the English Violation Sign.

C. RESTITUTION

7. Respondent shall provide to the Department, no later than seven (7) days upon notice from the Department, consumer restitution for consumers to whom Respondent charged unlawful fees or refused to provide refunds. DCA shall be the sole and final arbiter of the validity of job applicants' claims for restitution and the amount of any restitution to be paid to job applicants
8. Within two weeks of the execution date of this CJO, Respondent shall provide to the Department a list, in electronic format, of all job applicants who have paid Respondent any fees within three years preceding the NOH. The list shall contain the first and last name of the job applicants, the job applicant's phone number, and the job applicant's address. Respondent shall submit an affidavit attesting to the completeness of the information supplied to the Department.
9. The Department shall provide a Release (Appendix C) to each job applicant whom the Department determines is entitled to restitution as provided under paragraph 11 and the job applicant shall be required to sign a Release prior to being paid any restitution by the Department.
10. The Department shall forward to Respondent each release executed by a job applicant. Releases shall be transmitted by first class mail to Respondent's address on file with the Department.
11. The Department shall be the sole and final arbiter of the validity of job applicants' claims for restitution and the amount of any restitution to be paid to job applicants.

D. FINES AND OTHER TERMS AND CONDITIONS

12. Upon review of documents submitted by Respondent supporting Respondent's claim of financial difficulty, the Department agrees to settle the above captioned violations with payment of \$220.00 in fines to the Department. If such documents are false or incomplete, the Department shall be entitled to a fine of \$2500.00.
13. The Department shall collect \$220.00 in fines from the restitution (of \$2000.00) provided by Respondent pursuant to the Agreement of May 5, 2008. The Department shall return the remaining restitution (of \$1780.00) to Respondent within 30 days after the execution of this CJO.
14. Respondent acknowledges that any material breach of a provision of this CJO, including the Agreement annexed as Appendix A, 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, GBL Article 11, 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.

15. Respondent waives the right to a hearing on, or appeal of, any violations of the Licensing Law, GBL Article 11, the Consumer Protection Law, and/or the Rules as cited in the NOH.
16. This CJO shall not be construed to waive job applicants' rights to seek redress and/or any private right of action available unless a job applicant otherwise waives his or her rights.
17. Respondent shall maintain for inspection by the Department files of all consumer complaints it receives from any federal, state, or local agency or better business bureau, including the Department, in a manner that is organized and readily accessible.
18. 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.

Agreed to for Respondent

AMERICA EMPLOYMENT AGENCY

(Print Name of Employment Agency)

By: ILSE REYES

(Print Name of Person Signing Agreement)

[Signature]
Signature

05-08-09
Date

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

[Redacted] Esq.
Staff Counsel

[Redacted]
Signature

5/8/09
Date

Please remit payment and a signed copy of this Agreement to:
New York City Department of Consumer Affairs, Research and Investigations Division, 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.