

CITY OF NEW YORK
DEPARTMENT OF CONSUMER AFFAIRS

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DEPARTMENT OF CONSUMER AFFAIRS,

Complainant,

– against –

CHRISTOPHER LIONEL WILLIAMS

a/k/a B & C CAREER SERVICES and NEW
YORK CAREER CENTER,

Respondent.
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CONSENT ORDER

Violation Number: PL5349338

1. Christopher Lionel Williams a/k/a B & C Career Services and New York Career Center (“Respondent”) acknowledges that the New York City Department of Consumer Affairs (the “Department”) served Respondent with a Notice of Hearing (“NOH”) on December 5, 2014, charging Respondent with violating the New York State General Business Law (“GBL”) Section 172 by operating an employment agency without a license.
2. Respondent consents to this Consent Order (“CO”) to settle the above violation.
3. This CO supersedes all prior settlement agreements that Respondent may have entered into with the Department.
4. This CO shall apply to Respondent and any other directors, officers, employees, agents, assignees, successors, or other business entities, whose acts, practices, or policies are directed, formulated, or controlled by Respondent. For the purposes of this CO, “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, any person whose main activity is the selling of services for Respondent, and any person whose earnings are based in whole or in part on work performed for Respondent.

DEFINITIONS

5. “Job applicant” or “applicant” means a consumer seeking employment.
6. “Advertisement” means 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 consumers including, but not limited to, mailings, flyers, hand-outs, brochures, business cards, classified ads, in-store and window signage, print advertisements, television advertisements, internet advertisements, radio advertisements, text messaging and social media.

7. “Conspicuous” and “conspicuously” mean that the statement, signage, or term (collectively, the “disclosure”) is made in a manner that is readily apparent and understandable by an ordinary person from any distance from which an applicant is able to view the main message of the disclosure. Considerations relevant to whether a disclosure is conspicuous include, but are not limited to, relative type size, font, color contrast, and location of disclosure.

INJUNCTIVE RELIEF

8. Respondent shall comply with this CO, as well as all applicable laws and rules, including GBL Section 170 et seq (the “Employment Agency Law”), New York City Administrative Code (“Code”) Section 20-101 et seq. (the “License Enforcement Law”), Code Section 20-700 et seq. (the “Consumer Protection Law”), and Title 6 of the Rules of the City of New York (“Rules”), whether or not specifically set forth in this CO.
9. Respondent shall immediately cease engaging in unlicensed employment agency activity. Respondent shall not engage in employment agency activity unless and until it obtains a license from the Department.
10. Within 30 days of the date of execution of this CO, Respondent shall submit to the Department a complete application for an employment agency license, including proof of having obtained a surety bond or third-party bond as required by Section 177 of the GBL.
11. Respondent shall comply with the requirements of the Department’s Earned Sick Time Act (Paid Sick Leave Law) as set forth in Code Section 20-911 et. seq.
12. Respondent shall only send or refer job applicants to legitimate job openings which are (i) obtained from a representative of the employer and reflect an actual job opening and (ii) verified by Respondent as a current job opening no less than once every seven (7) days.

PROHIBITED PRACTICES

13. Respondent shall not charge a job applicant a fee prior to job placement unless the applicant is referred to an employer to apply for a position as a domestic, household employee, unskilled or untrained manual workers and laborers (including

agricultural workers), non-professional trained or skilled industrial workers, or mechanics. No other job applicants shall be charged a fee until job placement has occurred.

14. Respondent shall not charge a job applicant a registration or application fee. Except as described in Section 185 of the GBL, Respondent shall not charge a job applicant a fee for any other goods or services including, but not limited to:
 - a. referring or promising to refer a job applicant to interviews or meetings with employers or prospective employers;
 - b. training job applicants; or
 - c. photographing job applicants; or
 - d. referring or promising to refer job applicants to any training program whatsoever.
15. Respondent shall not tell job applicants, either orally or in writing, that they are required to enroll in any training program before the job applicants can be placed in a job.

PROHIBITED DISCRIMINATORY PRACTICES

16. Respondent shall not request information from any job applicant that is unrelated to the performance of the job he or she is seeking or forbidden by Section 8-101 et seq. of the Code (“the New York City Human Rights Law”).
17. In addition to the unlawful discriminatory practices identified in Section 8-107 et seq. of the New York City Human Rights Law, Respondent shall not:
 - a. ask either directly or indirectly, in writing or orally, about a job applicant’s actual or perceived age, race, creed, color, national origin, religion, disability, marital status, partnership status, sexual orientation, gender identification, alienage or citizenship status, or arrest and criminal conviction record;
 - b. ask employers if they prefer or require applicants of a particular age or age range, race, creed, color, national origin, religion, disability, marital status, partnership status, sexual orientation, gender identification, alienage or citizenship status, or arrest and criminal conviction record;
 - c. refer applicants for employment based, in whole or in part, on the applicant’s actual or perceived age, race, creed, color, national origin, religion, gender, disability, marital status, partnership status, sexual orientation, gender identification, alienage or citizenship status, or arrest or criminal conviction record; or
 - d. classify or advertise employment positions, in any medium, including but not limited to, any websites, newspapers or magazines as being open only or

generally to job applicants of a particular age or age range, race, creed, color, national origin, religion, disability, marital status, partnership status, sexual orientation, gender identification, alienage or citizenship status or express in any way, either orally or in writing, in any medium or format that applicants who fall into one of the categories are preferred for an employment position.

18. Respondent shall not base its decision to refer or place an applicant on that applicant's current or past unemployment history.
19. Respondent shall not solicit the following information from job applicants in any form:
 - a. number and/or age of children;
 - b. height or weight, unless related to the performance of the job;
 - c. HIV/AIDS status or any other disease or disability; or
 - d. possession of a driver's license, unless related to function of the job.

PROHIBITED PRACTICES IN ADVERTISINGS

20. Respondent shall not advertise that it can "guarantee" jobs or placement.
21. Respondent shall not advertise that it is "no fee," unless it is an employer fee paid employment agency, as defined in Section 191 of the GBL.

REQUIRED DOCUMENTS

22. Respondent shall provide all documents and forms it is required to provide pursuant to applicable laws and rules or by this CO, including but not limited to applications, contracts and receipts, in English, as well as in every language in which Respondent advertises or conducts business with consumers.

A. Employer and Applicant Register and Refund Log

23. Respondent shall use the Department's Employer and Applicant Register and Refund Log to record employer and applicant information, as required by GBL Section 179, and all refunds requested or provided to applicants. The Employer and Applicant Register and Refund Log is available on the Department's website at: <http://www.nyc.gov/BusinessToolbox>.
24. Respondent shall maintain the required registers and log on its premises for three years. Respondent shall make such records available for inspection upon Department's demand.

B. Application Forms

25. Respondent shall write the word, "Application," clearly and conspicuously at the top of all forms used as applications.
26. Respondent's application form shall include:
- a. the last name and first name of job applicant;
 - b. the mailing address of job applicant;
 - c. the e-mail address of job applicant;
 - d. the position Respondent seeks for or on behalf of job applicant; and
 - e. the fee(s) or deposit paid by job applicant.
27. Respondent shall state clearly and conspicuously at the top of the application form or above the signature line, in fourteen (14) point bold, non-compressed type face:

NOTICE TO JOB APPLICANT --- READ BEFORE SIGNING

It is **against the law** for the Employment Agency to:

- ask you questions about your age, race, creed, color, national origin, sex, disability status, marital status, sexual orientation, gender identification, and alienage or citizenship status, or arrest and criminal conviction record;
- charge you a registration or application fee, or
- refer you to jobs that pay less than the minimum wage as set by New York State and federal law.

IF YOU HAVE A COMPLAINT ABOUT THIS EMPLOYMENT AGENCY OR YOU WOULD LIKE MORE INFORMATION, CALL 3-1-1 OR VISIT www.nyc.gov/consumers.

C. Contracts

28. Respondent shall provide every job applicant with the Department's Model Contract, as updated, attached as Exhibit A and available through the Department's website at http://www.nyc.gov/html/dca/html/business/BT_modeltemplates.shtml. Respondent must fill out the entire contract form for each applicant.

D. Receipts

29. Respondent shall provide every job applicant with the Department's Model Receipt, as updated, attached as Exhibit B and available through the Department's website at

http://www.nyc.gov/html/dca/html/business/BT_modeltemplates.shtml.

E. Signs

30. Respondent shall display conspicuously in the reception or waiting area: (i) the poster provided by the Department (the "DCA Law Card") containing Sections 178, 181, 185 and 186 of the GBL; and (ii) the New York State Anti-Discrimination Poster. These posters are available at the Department's Licensing Center located at 42 Broadway, 5th Floor, New York, NY 10004.
31. Respondent shall display conspicuously in the reception or waiting area a sign in English and in every language in which Respondent advertises or conducts business with consumers in any way, that states the following:

NOTICE: It is against the law for an 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. If an agency charges you an improper fee, you are entitled to a refund. If you are not given a refund or you have a complaint or need more information call 3-1-1.

F. Statement of Employee Rights and Employer Responsibilities

32. Respondent shall provide to every applicant seeking a position as a domestic or household employee and the prospective employer, pursuant to Section 20-771, the Department's approved Statement of Employee Rights and Employer Responsibilities Form attached as Exhibit C and made available on the Department's website at:
http://www.nyc.gov/html/dca/downloads/pdf/employmentagency_english.pdf

G. Statement of Job Conditions

33. Respondent shall provide to each applicant seeking employment as a domestic or household employee, pursuant to Section 20-772, with the Department's approved Statement of Job Conditions Form, attached as Exhibit D and available on the Department's website at:
<http://www.nyc.gov/html/dca/downloads/pdf/DomesticHouseholdEmployeeJobDescriptionForm.pdf>

COMPLIANCE AND TRAINING

34. If the Department holds or informs Respondent of training for employment agencies, an employee of Respondent with management responsibility shall attend the training on a date and time set forth by the Department.

35. Respondent shall notify the Department within ten (10) days of receipt of any (i) actions or proceedings filed against Respondent by any government agency. Respondent shall send the notification by mail to: Department of Consumer Affairs, Legal Division, 42 Broadway, 9th floor, New York, NY 10004, or by email to: regcmplea@dca.nyc.gov.

PENALTY AND RESTITUTION

36. Respondent shall pay restitution in the following amounts to the following consumers who filed complaints with the Department and/or the Better Business Bureau of Metropolitan New York (“BBB”):

a. Ana Galvis	(CD500135442)	\$250
b. Fabiola St. Louis	(CD500135838)	\$100
c. Carla Burke	(CD500136490)	\$275
d. Marveny Lawrence	(CD500136492)	\$275
e. Beverly McCleod	(CD500136744)	\$100
f. Marlene Hyppolite	(2665-2013-CMPL)	\$200
g. Virginia Alvarez	(588-2014-CMPL)	\$200
h. Beverly Carter	(7924-2014-CMPL)	\$200
i. Gilbert Williams	(2265-2015-CMPL)	\$150
j. Barry Hawaou	(1740-2015-CMPL)	\$250
k. Thatiana Miciael	(1081-2015-CMPL)	\$159
l. Sindy Rivera	(2098-2015-CMPL)	\$200
m. Denny Mejia	(2117-2015-CMPL)	\$200
n. Kaman Green	(3706-2015-CMPL)	\$150
o. Joseph Maffeo	(4148-2015-CMPL)	\$250
p. Jonathon Castrillon	(4150-2015-CMPL)	\$250
q. Irwin Rosario	(BBB 10241175)	\$80

37. Restitution in the amount of **\$1,525** for consumers: Ana Galvis, Fabiola St. Louis, Marveny Lawrence, Beverly McCleod, Marlene Hyppolite, Virginia Alvarez, Beverly Carter and Sindy Rivera shall be due upon execution of this Consent Order.

38. Restitution in the amount of **\$1,764** for consumers: Carla Burke, Gilbert Williams, Barry Hawaou, Thatiana Miciael, Denny Mejia, Kaman Green, Joseph Maffeo, Jonathon Castrillon and Irwin Rosario shall be due on or before May 8, 2015.

39. Each restitution payment shall be made by bank check, certified check, or money order payable to each individual consumer described in paragraph thirty-seven. Each check shall be submitted to the New York City Department of Consumer Affairs, Legal Division, Attn: Julliana Elbayar, Esq.

40. Respondent shall pay \$7,000 to the Department to establish a Consumer Restitution

Trust Fund (“Trust Fund”). The Trust Fund shall remain open for one year from the date it is fully funded. At the end of this period, any funds remaining in the Trust Fund shall revert to the Department as fines to the Department. Payment shall be made by certified check or money order made payable to The New York City Department of Consumer Affairs and shall be made pursuant to the following schedule:

- a. \$1,750 on or before June 12, 2015;
- b. \$1,750 on or before July 12, 2015;
- c. \$1,750 on or before August 12, 2015; and
- d. \$1,750 on or before September 12, 2015.

41. Respondent shall also pay a fine of \$3,500 to the Department. Payment shall be made by certified check or money order made payable to The New York City Department of Consumer Affairs and shall be made pursuant to the following schedule:

- a. \$1,750 on or before October 12, 2015; and
- b. \$1,750 on or before November 12, 2015.

42. In the event that Respondent defaults in any of the above-referenced payments, the Department shall provide Respondent with written notice of his default by regular mail at Respondent’s home address: 2252 Westchester Avenue, Apt 2R, Bronx, New York, 10462. Respondent shall have ten (10) business days from the date of mailing to cure a default. It shall be Respondent’s responsibility to inform the Department of any change in address as the mailing of notice to Respondent shall be deemed sufficient notice of default, regardless of whether or not Respondent actually receives the notice. If Respondent does not cure a default within ten (10) business days from the date of the mailing, the entire remaining balance shall become due and owing without any further notice.

43. This CO does not resolve any other consumer complaints against Respondent that are filed with, or otherwise brought to the attention of, the Department and does not waive the Department’s right to seek relief on behalf of those aggrieved consumers.

CONSEQUENCES OF BREACH

44. If, after notice and a hearing, Respondent is found to have breached any provision of this CO, Respondent shall be ordered to pay a penalty of \$1,000. This penalty shall be in addition to the fine ordered for Respondent’s violation of a particular law or rule.

45. A future violation of any provision of the Consumer Protection Law and Rules shall be deemed a “knowing violation” subject to a penalty of \$500.

46. If Respondent fails to provide complete and truthful responses, conceals information, or makes a false statement, or allows to be falsified the Self-Certification Form, such conduct shall be treated as a separate violation(s) and a breach of this CO and the terms of the Self-Certification Form, and shall be assessed as a separate penalty at the maximum allowed by law.
47. Each payment shall be made by bank check, certified check, or money order payable to each individual consumer described in paragraph thirty-eight. Each check shall be submitted to the New York City Department of Consumer Affairs, Legal Division, Attn: Julliana Elbayar, Esq.
48. This CO does not resolve any other consumer complaints against Respondent that are filed with, or otherwise brought to the attention of, the Department and does not waive the Department's right to seek relief on behalf of those aggrieved consumers.

WAIVER OF APPEALS

49. Respondent waives any further right to a hearing or appeal on the above-referenced citation under Section 20-104 of the Code or under Article 78 of the New York State Civil Practice Law and Rules, Sections 7801-7806.

MISCELLANEOUS

50. The acceptance of this CO 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.
51. This matter will be considered settled upon execution of this CO and payment of the settlement fine.
52. Upon the termination of a license by revocation, expiration, denial, or surrender, Respondent shall immediately cease employment agency activities.

53. This CO does not resolve any consumer complaints against Respondent that are filed with, or otherwise brought to the attention of, the Department and does not waive the Department's right to seek relief on behalf of aggrieved consumers.

Accepted for Respondent
Christopher Lionel Williams
a/k/a B & C Career Services and
New York Career Center

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

Christopher Williams
Print name

OWNER (B&C)
Title

Christopher Williams
Signature

C.W 4-9-15
Date

[Redacted]

Print name

DCA Staff Attorney

[Redacted]

Signature

4/9/15
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. License application requirements for employment agencies are available at www.nyc.gov/html/dca/html/licenses/034.shtml.