

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

DEPARTMENT OF CONSUMER AFFAIRS,

Complainant,

-against-

CONEY ISLAND AUTO BODY & TOWING  
CORP., DIANA NOVO, AND GRIGORI  
GRIGORIAN

Respondents.

**CONSENT ORDER**

**Violation No. LL 5321067  
LL 5321068  
LL 5321969**

Coney Island Auto Body & Towing Corp., Diana Novo, and Grigori Grigorian (“Respondents”) acknowledge receiving the above captioned Notice of Hearing charging the Respondents with violating Title 6 of the Rules of the City of New York (“RCNY”), §§1-08, 2-371(m), 1-01.1(a) and NYC Administrative Code (“Code”) §§20-101. 20-112, and 20-518(a) (3). Respondents enter into this stipulation to settle the charges contained in the Notice of Hearing and agree as follows:

**Injunctive Relief**

1. Respondent Coney Island Auto Body & Towing Corp. maintains tow truck company license no. 1294319 at 3109 Cropsey Avenue, in Brooklyn, NY.
2. Respondent Diana Novo and Grigori Grigorian are the listed principals of Respondent Coney Island Auto Body & Towing Corp.
3. Respondents do not operate the tow truck company from the licensed address of 3109 Cropsey Avenue.
4. Respondent Coney Island Auto Body & Towing Corp. shall be immediately suspended from operating as a tow truck company until and unless it passes a Department inspection for a tow truck company at a new address.

5. Respondent Coney Island Auto Body & Towing Corp. shall not conduct tow truck company business until it has passed an inspection by DCA.
6. Respondents agree to comply with all relevant laws and rules.

#### **License Suspension**

7. Respondent Coney Island Auto Body & Towing Corp.'s tow truck company license shall remain suspended unless and until it passes a DCA inspection of its new location.
8. Once Respondent Coney Island Auto Body & Towing Corp. has a new location for its tow company, it shall submit a change of address application with DCA.
9. DCA shall inspect the new location in due course.

#### **DARP Application**

10. Respondent Coney Island Auto Body & Towing Corp. may submit an application to participate in the DARP program three (3) months after the execution of this agreement.
11. If Respondent Coney Island Auto Body & Towing Corp. has not submitted an application for a new company location within three months, its license suspension shall continue beyond the three (3) month time-period unless and until it submits an application for a new location and it passes such inspection.

#### **Fines**

12. The Respondents shall pay a fine of \$10,000.00 by certified bank check made payable to the NYC Department of Consumer Affairs.

#### **Resolution of Consumer Complaints**

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

14. Respondents shall submit to the Department's jurisdiction to adjudicate the merits of every complaint, provided the Department has legal jurisdiction.
15. Respondents 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.

**Consequences of Breach of this Agreement**

16. Any material breach of any provision of this agreement either Respondents and/or Respondents' agent, shall be a basis for automatic revocation of license(s) issued to Respondents by the Department.
17. Any of the following shall be a basis for automatic revocation of license(s) issued to Respondents by the Department:
  - a. Respondents fail to pay any restitution or fine ordered by the Department's administrative tribunal; or
  - b. Respondents fail to pay any consumer restitution awarded by any other court of competent jurisdiction within thirty days of Respondents' receipt of the decision of such court.

**Waiver of Appeals**

18. Respondents 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**

19. Nothing in this agreement shall be construed to limit in any way the authority of the Department to exercise its enforcement powers under Sections 20-101 of the Code.

Agreed to for the Respondent by:

Diana Novo  
Signature Date

DIANA NOVO 5/10/13  
Print Name

Accepted for the Department of Consumer Affairs by:

 5/10/13  
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](http://www.nyc.gov/consumers).**