

CITY OF NEW YORK
DEPARTMENT OF CONSUMER AFFAIRS

DEPARTMENT OF CONSUMER AFFAIRS,

Complainant,

-against-

Ronny Stattyn,

Respondent.

ASSURANCE OF
DISCONTINUANCE

PROCESS SERVER
INDIVIDUAL
License # 0861178

Violation No. LL # 5130992

Ronny Stattyn ("Respondent") consents to this Assurance of Discontinuance ("AOD" or "Agreement") to settle the above captioned violation with the Department of Consumer Affairs ("DCA" or "the Department") and agrees as follows:

ACKNOWLEDGMENT OF SERVICE

Respondent acknowledges receipt of the Notice of Hearing in the above captioned matter, which charged him with violating provisions of Title 20 of the Administrative Code of the City of New York (the "Code"), found in: Chapter 1 of the Code, beginning at Section 20-101 (the "License Enforcement Law"); Chapter 2 of the Code, Subchapter 23, beginning at Section 20-403 (known as the Process Servers Law); Title 6 of the Rules of the City of New York ("6 RCNY"), beginning at Section 1-01 (known as the "License Enforcement Rules"); Title 6 of the Rules of the City of New York, Chapter 2, Subchapter W, beginning at Section 2-231 (the "Process Servers Rules") in connection with his Process Server license.

I. DEFINITIONS

- A. "Serve" or "service" shall mean the delivery of process in manner prescribed by the laws of the State of New York.
- B. "Process" means a summons, notice of petition, order to show cause, subpoena, notice, citation or other legal paper issued under the laws of the State of New York directing an appearance or response to a legal action, legal proceeding or administrative proceeding; provided, however, that if under the laws of the State of

- 24) Respondent shall not sign his/her name on any affidavit containing any information that has the capacity, tendency or effect of intentionally misleading a reader of the affidavit.
- 25) Any affidavit affirmed by Respondent that has the capacity, tendency or effect of misleading a reader of the affidavit shall be considered intentional if there are repeated similar acts because of Respondent's or Respondent's agent's use of canned or form language.
- 26) It shall be the Respondent's burden to show that he/ she did not intend the affidavit to be misleading.
- 27) Respondent shall at all times specifically state in the affidavit whether he knows or does not know the name(s) of the person(s) to whom service was delivered.
- 28) Respondent shall not use fictitious names in his affidavit to refer to defendants or persons, except where the use of "Jane Doe" or "John Doe" is actually used to name unknown parties in the process to be served.
- 29) Respondent shall always state the process server organization name, address and DCA license number, as well his own name, d/b/a and DCA license number, on all affidavits of service to be filed with a court.

E. Maintenance of Records

- 30) Respondent shall maintain all digital photographs, logbooks, records, affidavits and other documents required by the General Business Law, the Rules of the Commissioner and this Agreement for a period of not less than five years.

F. Duty to Report Contested Service of Process

- 31) The Respondent shall notify the Department (attention of Legal Division, 42 Broadway, 9th Floor, New York, NY 10004), in writing, by certified mail, within ten days of the conclusion of any traverse hearing, court hearing or hearing concerning a contest to service of process in which her service of process is contested in a motion, order to show cause, hearing or trial, and whether such dispute was resolved by settlement of the parties, waiver by defendant or by decision of the court.
- 32) The report shall include the following:
 - a) Heading stating "REPORT OF A TRAVERSE HEARING";
 - b) Process server's name;
 - c) Process server's license number;
 - d) the index number of the action or proceeding;

- e) the name of the action or proceeding;
 - f) the court in which the action was commenced;
 - g) the name of the firm, entity or person on behalf of whom service was effectuated;
 - h) the name, address and license number of the process server organization that assigned service to Respondent;
 - i) a copy of the affidavit of service or proof of service;
 - j) copies of the mailing receipts;
 - i) the final disposition of the matter; and
 - j) a copy of the court order, stipulation or court file jacket setting forth the final disposition of the matter shall be attached to the report to the Department or may be similarly mailed separately within 10 days of the rendering of the decision.
- 33) Respondent shall have an affirmative obligation to forward a copy of the decision, stipulation, statement or other proof of disposition of the hearing concerning a contest to service to the Department.
- 34) Respondent shall maintain in a separate bound, paginated volume or logbook, separate from the records required by General Business Law and or 6 RCNY § 2-233, where he records every contest to service of process (traverse hearing) setting forth all of the information to be reported to the Department, as required by this Agreement and the law and rules, and the date and certified mail number.

G. Providing Identification

- 35) Respondent may not possess, display or wear any badges, insignias, shields, medals or decoration while serving process.
- 36) Respondent shall display his Department identification card upon request of a person upon whom Respondent is attempting service or any other interested person.

H. Training

- 37) Respondent attended a training held by the Department of Consumer Affairs regarding proper process of service on March 11, 2010.
- 38) Respondent shall attend any future training about the laws and regulations that relate to and govern the service of process in the City of New York upon notice from the Department that it has determined that there is available within the City of New York one or more programs that provide such training in a satisfactory manner.

39) Respondent's failure to provide proof of having attended training, after notice has been issued that such training is available shall be sufficient grounds for the revocation of his license or denial of a license renewal application until such time as this requirement is met.

I. Inspection of Records

40) For the next three years, Respondent shall report to the Department at the Legal Services Division, 42 Broadway, 9th Floor, New York, NY 10004, every six (6) months for a compliance review.

41) The first such review shall occur on or about six (6) months from the date of the execution of this Agreement at a date and time scheduled by the Department.

42) The Department will provide written notice of the date and time of the compliance review to Respondent by regular United States mail sent to Respondent's residential address on file with the Department not later than ten (10) days before the schedule review.

43) Respondent shall appear at the review with all digital photographs, records, affidavits and other documents that this Agreement requires Respondent to maintain, for the preceding six months, or as provided by the Department in writing and with such other materials as the Department by notice shall request.

44) The Department will conduct a review to assess whether Respondent has complied with the requirements of Article 8-A of the General Business Law, Subchapter W of Chapter 2 of the Rules of the Commissioner, and this Agreement.

45) Respondent's failure to comply may result in proceedings for license revocation or suspension, fines and such other remedies as provided by law and this Agreement.

46) Respondent's failure to provide proof of compliance with the review and reporting requirement of this section, on or before the application for a license renewal, shall be sufficient grounds for the denial of such license application.

47) Respondent shall produce all records demanded by the Department within 72 hours of the receipt of a written demand.

III. FINES

48) Respondent shall pay a fine of \$100 in settlement of all the violations to date in the form of a bank check or money order made payable to the "NYC Department of Consumer Affairs" before the parties execute this Agreement.

IV. RESOLUTION OF CONSUMER COMPLAINTS

- 49) Respondent shall provide to the Department a reply to all consumer complaints to the Department relating to Respondent's process serving activity within ten (10) business days of the receipt the complaint.
- 50) Respondent shall respond to any subsequent communications from the Department concerning the complaint within five (5) business days.
- 51) Nothing in this provision waives or diminishes Respondent's obligation to comply with 6 RCNY Section 1-13.
- 52) Respondent shall provide to the Department a copy of every written complaint that Respondent receives from any other governmental body and from any non-governmental entity and Respondent's response thereto within ten days of Respondent's receipt of the complaint. Respondent shall report to the Department the resolution of every such complaint and provide a copy of any writing setting forth the resolution within ten (10) business days of such resolution.

V. RESPONDENT'S DUTY TO REPORT CHANGES OF ADDRESS TO THE DEPARTMENT

53) Respondent affirms that the address and telephone number listed with the Department are current and correct.

54) Respondent represents that the following is his e-mail address. *no email. PZK*
 _____ @ _____

55) Respondent acknowledges that the Department intends to use this e-mail address to communicate official matters to the Respondent and Respondent agrees to accept such communications.

56) Respondent shall notify the Department when his address, telephone number and or e-mail address change in writing within 10 days of such change.

57) Respondent shall provide the notification in writing to the Department's Licensing Unit at 42 Broadway, 5th Floor, NY, NY 10004 and the Legal Services Unit located at 42 Broadway, 9th Floor, NY, NY 10004.

58) Respondent's failure to notify the Department of any change in address in a timely manner shall be sufficient grounds for the suspension of the license for a period of not less than three months, upon proof of the failure to notify the Department of such change and an opportunity to be heard.

59) Respondent's failure to respond to any Department communication within the period specified in this Agreement or by law shall be deemed Respondent's failure to notify the Department of his/her whereabouts and shall be sufficient grounds for the suspension of the license, upon proof of such failure to respond and an opportunity to be heard.

VI. RESPONDENT'S DUTY TO RESPOND TO ALL REQUESTS FOR INFORMATION ON CRIMINAL COMPLAINTS OR ARRESTS

- 60) Respondent will respond within the time required to any correspondence from the Department requesting further information on the status or disposition of any criminal complaints or arrests of the Respondent.
- 61) Respondent's failure to respond within the time required to any correspondence from the Department regarding the status or disposition of any criminal complaint or arrest of the Respondent will be considered a breach of this Agreement and shall be sufficient grounds for the suspension of Respondent's license, upon proof of such failure and an opportunity to be heard.

VII. BREACH OF THIS AGREEMENT

- 62) A finding, after notice and hearing, that Respondent has committed a material breach of the terms of this Agreement shall be sufficient grounds for the revocation of Respondent's license and for ineligibility to be licensed for a period of five years.
- 63) Specific violations of this Agreement shall constitute independent and separate violations of any applicable law, regulation or rule.
- 64) Violations of law and violations of this Agreement shall be assessed as separate fines, with a maximum penalty of \$1,000.00 each.
- 65) The following conduct shall be grounds for revocation of Respondent's DCA licenses:
- a. Respondent's failures to pay any restitution or fine ordered by DCA's administrative tribunal; and or
 - b. Respondent's failure to pay any consumer restitution awarded by any other court or administrative body of competent jurisdiction within thirty days of Respondent's receipt of the decision of such court or the exhaustion of all appeals therefrom, whichever is later.

VII. WAIVER OF APPEALS

- 66) Respondent waives any right to a hearing, appeal of and/or any challenge of the facts alleged by the above-referenced violation under Sections 20-104 of the Code or under Article 78 of the New York State Civil Practice Law and Rules, Sections 7801-7806, in any forum.

VIII. DEPARTMENT'S AUTHORITY

67) Nothing in this Agreement shall be construed to limit in any way the authority of the Department to exercise its regulatory or enforcement powers under Sections 20-104 or 20-409 of the Code.

Agreed to by Respondent

By: Ronny Stattyn

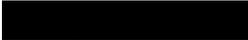


Signature

10-5-10

Date

Accepted for the Department of Consumer Affairs

By:  Esq.

Staff Counsel

Legal Compliance & Fitness



Signature

10/5/10

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.