

NYC DEPARTMENT OF CONSUMER AFFAIRS
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NYC DEPARTMENT OF CONSUMER AFFAIRS,

Complainant,

-against-

EZ PAWN CORP.

1878 Lexington Avenue
New York, NY 10035

511 West 181st Street
New York, NY 10033

4930 Broadway
New York, NY 10034

95-54 Roosevelt Avenue.
Jackson Heights, NY 11372

153-05 Jamaica Avenue
Jamaica, NY 11432

2506 Flatbush Avenue
Brooklyn, NY 11234

5415 5th Avenue
Brooklyn, NY 11220,

Respondents-Licensees.
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Consent Judgment/Order

Violation # LL 5124563
License # 1072679

Violation # LL 5124564
License # 1008261

Violation # LL 5124565
License # 1254120

Violation # LL 5143285
License # 1132439

Violation # LL 5143286
License # 1326966

Violation # LL 5143287
License # 1243031

Violation # LL 5143288
License # 1283846

Respondents EZ Pawn Corp. (“EZ Pawn” or “Respondents”) enter this Consent Judgment/Order (the “CJO”) with the New York City Department of Consumer Affairs (the “Department” or “DCA”) to settle the above-captioned violations.

1. EZ Pawn Corp. is a New York corporation, registered with the New York State Department of State.
2. EZ Pawn Corp. is currently licensed by the Department as pawnbrokers in New York City. All of Respondents’ current, and any future, locations in New York City shall fully comply with this CJO, including Respondents’ following locations:
 - a. 1878 Lexington Avenue

New York, NY 10035

- b. 511 West 181st Street
New York, NY 10033
- c. 4930 Broadway
New York, NY 10034
- d. 95-54 Roosevelt Ave.
Jackson Heights, NY 11372
- e. 153-05 Jamaica Ave.
Jamaica, NY 11432
- f. 2506 Flatbush Avenue
Brooklyn, NY 11234
- g. 5415 5th Avenue
Brooklyn, NY 11220
- h. 200 West 14th Street
New York, NY 10011

3. Respondents were duly served with the above-captioned violations on January 19, 2010, and an amended Notice of Hearing on July 12, 2010, in accordance with the powers of the Commissioner of the Department set forth in the New York City Charter, Chapter 64, Section 2203, the New York City Administrative Code (“Code”) Sections 20-101 et seq. (“License Enforcement Laws”), Sections 20-700 et seq. of the Code (“Consumer Protection Law”), and Title 6 of the Rules of the City of New York (“Rules”).

4. Respondents published or caused to be published advertisements for pawnbroker services in a variety of locations, including the New York City subway system, on the roofs of New York City taxicabs, and on Respondents’ website at www.ezpawncorp.com from at least September 9, 2009 to February 10, 2010 in violation of the License Enforcement Law, the Consumer Protection Law, and the Rules.

5. David Kaminsky, as President of EZ Pawn, is authorized to settle the above-captioned matter on behalf of Respondents.

I. Definitions

6. “Advertisements” shall mean all labels, packaging, promotional materials, statements, visual descriptions, or other representations of any kind disseminated in print, orally, or electronically by or on behalf of Respondents to consumers including, but not limited to, mailings, postcards, flyers, signs, billboards, banners, newspapers, magazines, circulars, pamphlets, catalogues, store displays, letters, handbills, television advertisements, internet advertisements, radio advertisements, subway advertisements, taxicab advertisements, bus and/or bus shelter advertisements.

7. “Clear and conspicuous” and “clearly and conspicuously” shall mean that the statement, representation, term or signage is so presented as to be easily readable, readily apparent, and understood by the audience to whom it is addressed. Factors to be considered for this purpose include, but are not limited to, clarity of language, relative type size, font, color contrast, location within an advertisement, visibility of signage and proximity to the statement or representation to which it applies.

II. Injunctive Relief

8. Respondents’ advertisements shall comply fully with the terms of this CJO and with all relevant portions of the Code, the Consumer Protection Law, and the Rules.

9. Respondents shall comply with all laws and rules governing prizes, games and contests including, but not limited to, Section 5-08 of the Rules mandating compliance with Section 369-ee of the New York State General Business Law.

10. Respondents shall disclose clearly and conspicuously all material exclusions, reservations, limitations, modifications or conditions to sweepstakes promotions in all advertisements, including but not limited to, the following terms and conditions:

- a. No purchase or use of wireless necessary;
- b. Sweepstakes end date;
- c. Standard text messaging and data charges will apply and will be charged according to your Wireless Terms and Conditions and plan rates or deducted from your prepaid balance;
- d. Other charges may apply;
- e. Odds depend on number of other entries received;
- f. Some restrictions apply; and
- g. To enter for free: send a postcard with your name, address, phone number and date of birth to EZ Pawn, 1878 Lexington Avenue, New York, NY 10035.

11. Respondents shall disclose clearly and conspicuously all material limitations, exclusions, modifications, reservations or conditions on offers in advertisements in the manner prescribed by Section 5-09 of the Rules and in accordance with the Consumer Protection Law.

12. Respondents shall clearly state their New York City Department of Consumer Affairs license numbers in all advertisements, with the following exceptions:

- a. Respondents' radio and television advertisements shall clearly state the number of Respondents' locations in New York City and that all of the locations are licensed by the Department of Consumer Affairs.
- b. Respondents' labels and packaging consisting solely of Respondents' name, address, and telephone number need not state Respondents' license numbers.
- c. Respondents' storefront awnings need not state Respondents' license numbers, as long as each storefront location clearly states Respondents' license number corresponding to that storefront location.
- d. Respondents' store displays inside Respondents' premises need not state Respondents' license numbers.

13. None of the terms in paragraph 12 shall be interpreted so as to prevent Respondents from fully complying with Section 1-05 of the Rules.

III. Compliance

14. Respondents shall, no later than five business days upon executing this CJO, send a copy of this CJO to CBS Outdoor Inc. and shall copy the Department on the correspondence.

15. Respondents shall provide a copy of this CJO to all employees, independent contractors and other individuals and entities responsible for developing Respondents' advertisements published or caused to be published in New York City.

16. Respondents shall produce copies of Respondents' advertisements within ten (10) days of the Department's request.

17. Respondents shall produce copies of any complaints Respondents receive regarding Respondents' advertisements within ten (10) days of the Department's request.

18. Respondents 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, they 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.

IV. Identity Theft and Privacy Concerns

19. Respondents 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.

20. Respondents shall shorten (truncate) the account information on electronically printed credit and debit card receipts given to consumers. Respondents shall not include more than the last five digits of the credit card number and shall delete the card's expiration date.

21. Nothing in this CJO shall be construed as waiving or abrogating Respondents' responsibilities under federal, state or local law concerning record-keeping or record maintenance.

V. Fines and Other Terms and Conditions

22. Respondents shall, no later than August 20, 2010, pay to the Department the settlement amount of \$8,000.00, by a certified check, bank check, or money order made payable to the "New York City Department of Consumer Affairs" and delivered to the Department c/o Research and Investigations, New York City Department of Consumer Affairs, 42 Broadway, 9th Floor, New York, New York 10004.

23. If the full settlement amount is not received in full by the Department within ten (10) days of the due date, a \$100 late charge will be assessed and the balance due under this CJO will be due immediately.

24. The terms and provisions in paragraphs 14-17 in this CJO shall have a term of three (3) years from the date of execution of this CJO, with the terms and provisions in paragraphs 14-17 expiring at the end of the said three (3) year term.

25. This CJO shall apply to Respondents, whether acting through David Kaminsky or any other director, officer, employee, representative agent, assignee, successor, or other business entity, whose acts, practices, or policies are directed, formulated, or controlled by Respondents.

26. Respondents understand that the charges alleged in the NOH shall not be considered settled until this CJO has been fully executed and the settlement amount as set forth in paragraph 21 is paid in full.

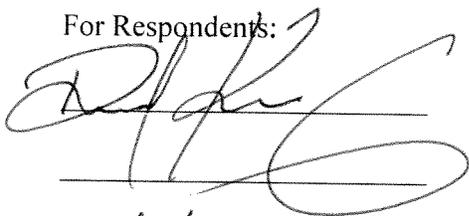
22. By entering this CJO, Respondents waive all rights to a hearing on, or an appeal of, the charges set forth in the NOH.

23. Nothing in this CJO shall be deemed to waive the Department's right to enforce the Consumer Protection Law, the License Enforcement Laws, and the Rules for claims arising from individual consumer complaints and/or violations that do not arise from conduct alleged in the NOH.

24. In the event of any material breach on the part of Respondents with regard to any terms of this CJO, such breach, if proven, (1) may be deemed grounds for suspension or revocation of Respondents' licenses issued by the Department; (2) shall be treated as knowing violations; and (3) shall be assessed at the maximum fines and penalties allowed under the Consumer Protection Law, the License Enforcement Laws, and the Rules.

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

For Respondents:



8/11/10
Date



RFI, First Deputy Director

8/17/10
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.