

ANNE MILGRAM  
ATTORNEY GENERAL OF NEW JERSEY  
Division of Law  
124 Halsey Street  
P.O. Box 45029  
Newark, NJ 07101  
By: John D. Hugelmeyer  
Deputy Attorney General  
(973) 693-5056

**FILED**

OCT 28 2008

**Division of Consumer Affairs**

STATE OF NEW JERSEY  
DEPARTMENT OF LAW & PUBLIC SAFETY  
DIVISION OF CONSUMER AFFAIRS

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**IN THE MATTER OF AN INVESTIGATION  
BY THE NEW JERSEY DIVISION OF  
CONSUMER AFFAIRS**

of

**URBAN DYNAMICS CAREER &  
EMPLOYMENT SERVICES, INC.**

Administrative Action

**Respondent**

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**CONSENT ORDER**

This matter having been opened by the Division of Consumer Affairs, Office of Consumer Protection (hereinafter referred to as "Consumer Affairs" or "Division"), as an investigation in order to ascertain whether violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (hereinafter referred to as the "CFA") and the Employment and Personnel Services Act, N.J.S.A. 34:8-43 et seq. (hereinafter referred to as the "Act") and its regulations, N.J.A.C. 13:45B-1 et seq., have been or are being committed by the Urban Dynamics Career & Employment Services, Inc., with a principal place of business at 2 East 42<sup>nd</sup> St., New York, NY 10017, (hereafter referred to as Respondent) and it appearing that the parties have reached an

amicable agreement thereby resolving the issues in controversy and concluding this matter without the need for further action and Respondent having voluntarily cooperated and consented to the entry of the within Consent Order without having admitted any fact or violation of law, and for good cause shown,

IT IS on this 28<sup>th</sup> JA day of Oct, 2008, ORDERED and AGREED as follows:

**BUSINESS PRACTICES**

1. Respondent, its principals, officers, agents, representatives and employees shall not engage in any unfair or deceptive acts or practices in the conduct of their business in the State of New Jersey and shall comply with such state laws, rules and regulations as now constituted or as may hereafter be amended, including but not limited to, the CFA, the Act and the regulations promulgated pursuant thereto in connection with employment and personnel services.

2. Respondent shall cease and desist from engaging in the following:

a. Opening, conducting, or maintaining, either directly or indirectly, an employment agency or performing any of the functions of an employment agency without first obtaining a valid employment agency license as required by N.J.S.A. 34:8-52.a;

b. Implying government approval or association in any advertising or contracts in violation of N.J.S.A. 56:8-2.1;

c. Advertising employment or personnel services without including the business name and address in violation of N.J.A.C. 13:45B-15.1(a); and

d. Entering into any contract/agreement between an employment agency and an employer or between employment agency and a job seeker without including a fee

schedule in violation of N.J.A.C. 13:45B-2.5(a).

3. Specifically, Respondent shall comply with the following business practices:

- a. All provisions of the Employment and Personnel Services Act, N.J.S.A. 34:8-43 et seq., and its Regulations, N.J.A.C. 13:45B-1 et seq., as they apply to an employment agency;
- b. Obtain a valid employment agency license prior to opening, conducting, or maintaining, either directly or indirectly, an employment agency or performing any of the functions of an employment agency in the State of New Jersey as required by N.J.S.A. 34:8-52a;
- c. Include the business name and address in any advertisement for employment or personnel services as required by N.J.A.C. 13:45B-15.1(a); and.
- d. Include a fee schedule in any contract/agreement between an employment agency and an employer or between employment agency and a job seeker as required by N.J.A.C. 13:45B-2.5(a)

#### **FUTURE CONSUMER COMPLAINTS**

4. For a period of twelve (12) months from the entry of this Consent Order, the Division will forward to Respondent any consumer complaints it has received within thirty (30) days of receipt of the complaint. Consumer Affairs will also forward to Respondent within thirty (30) days of the entry of this Consent Order any and all consumer complaints that it has received. Complaints received by any county or municipal Consumer Affairs Local Assistance (CALA) office will be forwarded to Consumer Affairs which will then forward these complaints to

Respondent within thirty (30) days of Consumer Affairs' receipt from the county or municipal CALA office.

5. The Division shall notify these consumers, in writing, of the following: (a) that their complaints have been forwarded to Respondent; (b) that they should expect a response from Respondent within thirty (30) days from the date of the notice; and (c) their right to refer their complaints to the Alternative Dispute Resolution ("ADR") Unit of the Division for binding arbitration if Respondent disputes the complaint and/or requested relief.

6. Within thirty (30) days of receipt of the complaint list, Respondent shall send a written response to each listed consumer, with a copy to the following: Division of Consumer Affairs, Office of Consumer Protection, Case Management Tracking Supervisor, 124 Halsey Street, P.O. Box 45025, Newark, New Jersey 07101.

7. If Respondent does not dispute the consumer's complaint and requested relief, the Respondent's written response shall so inform the consumer and shall include the appropriate restitution. Where restitution concerns a credit, Respondent shall include documents evidencing that such adjustments have been made. Where restitution concerns a refund or other payment, such shall be made by certified check, money order or other guaranteed funds made payable to the consumer. Upon verification by the Division that such consumer has been satisfied by Respondent, the consumer complaint shall be deemed closed by the Division's Office of Consumer Protection ("OCP").

8. If Respondent's written response disputes the consumer's complaint or the relief sought by the consumer, the response shall include copies of all documents related to Respondent's dispute of the complaint.

9. If the Division has not received notice from Respondent that a forwarded complaint has been settled on or before the forty-fifth (45) day after the list was transmitted to Respondent, the Division will notify the consumer of the right to arbitration and forward the complaint to the Division's ADR Unit to reach a resolution of the complaint through binding arbitration. Thereafter, the matter will proceed in accordance with the ADR guidelines. Respondent agrees herein to participate in this arbitration process and be bound by the arbitrator's decision. Respondent further agrees to be bound by the immunity provisions of the New Jersey Arbitration Act, N.J.S.A. 2A:23B-14, and the New Jersey Tort Claims Act, N.J.S.A. 59:10-1 et seq.

10. In the event that Respondent fails or refuses to participate in the arbitration process with a consumer, the arbitrator may enter a default against Respondent.

11. Respondent shall pay any and all arbitration awards within 30 days of the arbitrator's decision unless otherwise specified in writing in the arbitration award.

12. Failure or refusal to participate in the arbitration process or to timely pay an award shall constitute a violation of this Consent Order.

13. If a consumer refuses to participate in the ADR program, the consumer's complaint shall be deemed closed for the purposes of this Consent Order.

14. After the initial year, the complaint resolution procedure set forth above will automatically renew for successive one year periods unless terminated in writing upon sixty (60) days advance written notice by either party. Written termination under this provision of the Consent Order shall be provided as follows: For the Division, written notice shall be forwarded via certified mail, return receipt requested, to the New Jersey Division of Consumer Affairs,

Office of Consumer Protection, Supervisor, Case Management Tracking, 124 Halsey Street, P.O. Box 45025, Newark, New Jersey 07101; for Respondent, written notice shall be forwarded via certified mail, return receipt requested to: Urban Dynamics Career & Employment Services, Inc., 2 East 42<sup>nd</sup> St., New York, NY 10017.

15. Nothing contained in this Consent Order shall be deemed to waive any right of the Division of Consumer Affairs or the Attorney General to take any civil or administrative action deemed appropriate in the best interest of the public with respect to any complaint received regarding Respondent after the date of this Consent Order.

**PAYMENT TO THE STATE**

16. Respondent shall pay the Division of Consumer Affairs the sum of \$4,000 as a civil penalty pursuant to N.J.S.A. 56:8-13 and \$476.31 as reimbursement for the Division's costs pursuant to N.J.S.A. 56:8-11. The aforesaid amount, totaling \$4,476.31 shall be paid as follows: An initial payment of \$1,476.31 shall be sent together with this Consent Order fully executed by the Respondent. The remaining balance of \$3,000 shall be paid in two (2) equal monthly installments of \$1,500 each, the first installment due on November 1, 2008, and the final installment due on December 1, 2008.

17. The aforesaid payment for penalties and costs shall be made by certified check, attorney trust account check or other guaranteed funds made payable to the "New Jersey Division of Consumer Affairs" and shall be delivered to the following:

Attention: Case Management Tracking  
New Jersey Department of Law and Public Safety  
Division of Consumer Affairs  
124 Halsey Street  
P.O. Box 45025

Newark, NJ 07101

18. If, after the signing of this Consent Order, Respondent engages in any acts or practices which constitute a violation of the Consumer Fraud Act, the Regulations or this Consent Order, Respondent will be subject to the imposition of enhanced penalties pursuant to N.J.S.A. 56:8-13 or N.J.S.A. 56:8-18, without prejudice to Respondent's right to present evidence in mitigation and affirmative defenses.

**GENERAL PROVISIONS**

19. Nothing in this Consent Order shall prohibit or prevent the Respondent from lawfully obtaining an employment agency license and an employment agent's license.

20. Nothing contained in this Consent Order shall be construed to limit or affect the rights of any persons or entities who are not parties to this Consent Order with respect to any of the matters contained herein.

21. Nothing contained herein shall in any manner or fashion be construed to limit or affect any position that the parties may take in any future or pending action not specifically encompassed herein.

22. This Consent Order resolves all claims and causes of action against Respondent for violation of the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., and the Employment and Personnel Services Act, N.J.S.A. 34:8-43 et seq., promulgated pursuant thereto, which were known by the Division through March 30, 2008.

23. The parties represent that an authorized representative of each has signed this Consent Order with full knowledge, understanding and acceptance of its terms and that this person has done so with the authority to legally bind the respective parties.

24. This Consent Order constitutes the entire agreement between the parties hereto and shall bind the parties hereto and their respective officers, directors, agents, employees, successors and assigns.

25. Respondent shall not represent or imply that any advertising procedure or other act or practice hereinafter used or engaged in by Respondent has been required or approved, in whole or part, by the Attorney General or the Division of Consumer Affairs or any of the State's agencies or agents.

26. The parties acknowledge that for purposes of enforcement of this Consent Order, New Jersey law shall govern the terms and provisions herein.

27. The Division has advised the Respondent to seek the advice of an attorney prior to entering into this agreement.

28. Respondent acknowledges that this Consent Order is a public document and shall be effective upon filing.

ANNE MILGRAM,  
ATTORNEY GENERAL OF NEW JERSEY

BY: David Szuchman  
David Szuchman, Director  
New Jersey Division of Consumer Affairs

DATED: 10/28/08

The undersigned has read this Consent Order, understands it, and agrees to be bound by its terms.  
Consent is hereby given as to the form and entry of this Order.

Respondent:

Urban Dynamics Career &  
Employment Services, Inc.

BY: [Signature]

DATED: 10/14/08

TITLE: Dir. of Sec., Pres.