ATTORNEY GENERAL OF THE STATE OF NEW YORK
CONSUMER FRAUDS & PROTECTION BUREAU

In the Matter of

Assurance No. 17-167

Investigation by ERIC T. SCHNEIDERMAN, Attorney General of the State of New York, of

POTAMKIN NEW YORK, L.P. d/b/a POTAMKIN MITSUBISHI and POTAMKIN HY NEW YORK, LLC, d/b/a POTAMKIN HYUNDAI,

Respondents.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York ("NYAG") commenced an investigation pursuant to General Business Law ("GBL"), Article 22-A and § 458-j, and Executive Law § 63(12) into the sale of credit repair, credit optimization and identity theft protection services by POTAMKIN NEW YORK, L.P., d/b/a POTAMKIN MITSUBISHI ("Potamkin Mitsubishi") and POTAMKIN HY NEW YORK, LLC, d/b/a POTAMKIN HYUNDAI ("Potamkin Hyundai"), collectively referred to in this Assurance as "Respondents." This Assurance of Discontinuance ("Assurance") contains the findings of NYAG's investigation ("the Investigation") and the relief agreed to by NYAG and Respondents (collectively, "the Parties").

FINDINGS OF THE NEW YORK ATTORNEY GENERAL

Background

1. Potamkin Mitsubishi is a Delaware limited partnership qualified to do business in New York with its principal place of business at 2495 2nd Avenue, New York, New York 10035. Potamkin Hyundai is a Delaware limited liability company qualified to do business in New York with its principal place of business at 2495 2nd Avenue, New York, New York 10035. Respondents are licensed franchised automobile dealerships in the business of selling, leasing and servicing new and

used automobiles to consumers through their locations in New York County.

2. Beginning around November 2010 and continuing through 2014, at their two respective locations, Respondents entered into an arrangement with third-party Credit Forget It, Inc. ("CFI"), to sell CFI's credit repair and identity theft protection service contracts ("CFI's services" or "Plan") as an "after-sale" product. Respondents also sold additional after-sale products to consumers, including extended warranties, mechanical breakdown protection, and tire and wheel protection.

3. Although CFI charged Respondents approximately $269 for each Plan, Respondents charged consumers upfront fees, frequently of $1,000 or more, for each Plan, without itemizing or informing consumers of the price of the Plan, and frequently after affirmatively misleading consumers into believing the Plan was free or came "included" with the vehicle. In total, Respondents sold CFI contracts, many of which said "ID only" on the face of the contract, to over 1,300 consumers for more than $1,000,000 in advance fees.

Credit Forget It's Business

4. CFI sold the Plan through more than 30 different car dealerships in New York, including Respondents. CFI's business purpose, as stated in its certificate of incorporation, is "to provide full service credit restoration, which may involve credit analysis, dispute of erroneous information, identity theft protection and a personal consultant on call."

5. CFI's marketing materials described its credit repair services for use in facilitating sales and leases. For example, one set of marketing materials stated, "Credit Forget It specializes in credit repair and financial budget counseling."

6. Another set of marketing materials stated:

- "A certified credit consultant will be assigned to work closely with you as you restore and optimize your credit.
- You will be provided with a full credit analysis report containing critical information that will positively impact your score.

. . . .

- Customized letters will be mailed for inaccurate and erroneous items.
- Follow-up and correspondence with the credit bureaus.

- Assistance in re-establishing valid credit lines that will be reported to credit bureaus.

. . . .

- Providing you with full-service restoration by providing letters, affidavits, and if necessary, legal support.
- Making certain all inaccurate items are removed from credit bureau reports."

7. In fact, as described below, CFI was not authorized to engage in the credit repair services business and its promotion and sale of credit repair services violated federal and state law. Charging consumers an upfront fee for credit repair services is unlawful and renders such contracts void.

8. In addition to credit repair services, the Plan also purported to provide identity theft protection services. CFI's marketing materials represented that it would provide the following services:

- "CFI will take preventative measures to insure that if your credit or identity is compromised, you will be notified immediately.
- Ordering staggered copies of credit bureau reports.
- Reviewing your credit bureau reports for suspicious account(s).
- Removing you from pre-approved /junk mail lists.
- e-book on how to prevent identity theft."

9. Along with the marketing materials provided by CFI, Respondents utilized "contracts," provided by CFI, that set forth the credit repair and identity theft protection services purportedly provided by CFI, but did not disclose the price the automobile dealership would charge the consumer for the CFI Plan.

10. These contracts described the Plan as providing "Credit Optimization" services and represented that consumers would be given access to CFI's courses on managing and planning credit, as well as credit analysis tools designed to provide a detailed analysis of consumers' credit and to educate consumers about how to identify and inform credit bureaus of potential errors on their credit reports and correct those errors.

11. The contracts also represented that consumers would receive identity theft protection services including fraud alerts placed on all three major credit bureaus and updated regularly, removal from pre-approved and junk mail lists and ordering of annual credit reports from all three major credit bureaus. Yet, these services did not represent services consumers needed. The placement of a credit fraud alert on the consumer's credit file is not recommended as a routine matter but only for consumers who may have been the victim of fraud or related crimes including identity theft. Consumers can also easily opt out of receiving unsolicited commercial mail and prescreened offers for credit and insurance by notifying appropriate authorities. Similarly, consumers can request a free copy of their credit report from each of the three major credit bureaus annually.

12. In fact, most consumers were unaware that they had purchased the Plan and never received any credit repair or the identity theft protection services from CFI. Indeed, despite the fact that Respondents charged them for CFI's services, CFI never contacted many of Respondents' consumers. Because those who were contacted were often unaware that they had signed up for CFI's services, many believed they were getting a sales solicitation, and asked not to be contacted again.

13. Even those consumers who knew about CFI's services because they had been misled into believing they were free, rarely used them, because they typically had no use for them.

14. Moreover, CFI did not have the capability to provide credit repair or identity theft protection services to all consumers enlisted in the Plan. Its small staff, consisting of only seven employees, lacked the experience and training to provide the services represented. CFI's employees were hired without previous experience or training in budget counseling or credit repair. Their total training consisted of a few days of on-the-job training and observing another, more senior, Account Manager for a few days.

15. CFI and its principals entered into a Consent Order and Judgment ("Consent Order") with NYAG dated March 9, 2015. The Consent Order, which was signed by the Court on March 24, 2015, enjoins CFI and its principals from, *inter alia*, (i) marketing, promoting, selling, offering for sale, or otherwise engaging in the "credit services business" unless in full compliance with all applicable laws, but, in no event, through automobile dealers; and (ii) marketing, promoting, selling, offering for sale, or otherwise providing identity theft protection services to consumers through automobile dealers. The Consent Order further requires CFI and its principals to instruct all dealers to whom they have distributed contracts for credit repair and/or identity theft protection services for sale to consumers to stop selling the Plan and to remove all promotional materials and contracts for the Plan from their dealerships.

Respondents' Sale of the Plan and Other After-sale Products

16. Respondents typically paid CFI $269 for each Plan that it sold to consumers. Yet, in violation of federal and state laws, Respondents collected advance fees from approximately 1,380 consumers for the Plan, ranging from $269 to over $1,900, a mark-up of more than 600%.

17. As a result, Respondents profited from the sale of CFI's services. These profits amount to approximately $630,000 during the period in which Respondents sold CFI's services.

18. Moreover, Respondents repeatedly charged consumers these advance fees for the Plan without the consumers' knowledge or consent.

19. Indeed, consumers who paid for the Plan often believed they had been provided the Plan for free. In other cases, Respondents expressly represented that the Plan was "included" or "came with" the purchase or lease of the vehicle.

20. Respondents thus repeatedly sold the Plan to consumers who did not want it, and would not knowingly have purchased it.

21. In addition to misrepresenting or failing to disclose the cost of the Plan in their discussions with consumers, Respondents repeatedly failed to disclose the cost of the Plan and other after-sale items in the documents they provided to consumers.

22. For example, the CFI contract that the consumer received from Respondents—if, in fact, one was received—did not include a price for the Plan. Other documents received by consumers, including the Bill of Sale, the Retail Installment Contract and Buyer's Order in the case of a sale, and the Lease Agreement and Lease Order in the case of a lease transaction, also failed to clearly and conspicuously disclose and itemize the price of the Plan.

23. In virtually all cases, the actual cost of the Plan and other after-sale items can only be determined by reviewing internal deal documents that are maintained by Respondents and were never shown or provided to consumers.

Respondents' Conduct Violated Governing Statutes and Regulations

24. Federal and state law prohibit the charging of advance fees for credit repair services. *See* N.Y. Gen. Bus. Law § 458-e; 15 U.S.C. § 1679b(b). These laws were instituted to protect consumers from the worst abuses of the credit repair industry, which collected large fees but rarely improved consumers' credit.

25. While certain nonprofits are exempt under the federal and state credit services laws, including in particular not-for-profit budget planners licensed by the New York Department of Financial Services, both CFI and Respondents are for-profit entities that are not exempt from the requirements of federal and state law.

26. By charging advance fees to consumers for credit repair services, Respondents have violated these laws, and as a result, the CFI contracts they signed with consumers are void and unenforceable. *See* N.Y. Gen. Bus. Law § 458-g; 15 U.S.C. § 1679f(c)(1)&(2).

27. Respondents also failed to provide consumers with disclosures required by federal and state law such as,

a. a separate written disclosure setting forth the consumer's legal rights to receive, review and dispute credit information in the consumer's credit report, prior to their executing a contract for credit services, as well as "the terms and conditions of payment, including the total amount of all payments to be made . . . .";

b. a "complete and detailed statement" of the services to be performed and the results that are sought;

c. a copy of the consumer's credit report with any negative entries marked;

d. a statement that no advance fees may be collected legally; and

e. a notice of the consumer's right to cancel the contract within three days along with an attached notice of cancellation form.

See 15 U.S.C. §§ 1679c & 1679d; N.Y. Gen. Bus. Law §§ 458-d and 458-f.

28. Furthermore, Respondents' failure to itemize the cost of the Plan and other after-sale products in consumers' retail installment contracts is in violation of Personal Property Law ("PPL") § 302(5), as well as the Truth in Lending Act ("TILA"), 15 U.S.C. 1601, *et seq.* and Regulation Z, 12 CFR § 226.18. Similarly, Respondents' failure to itemize the cost of the Plan and other after-sale products in consumers' lease agreements is in violation of PPL § 337(5), as well as the Consumer Leasing Act and Regulation M, 12 CFR § 213.4.

29. As a result of the aforementioned conduct, Respondents have also engaged in deceptive acts and practices in violation of GBL § 349 and false advertising in violation of GBL § 350.

30. Respondents have further engaged in conduct in violation of Executive Law § 63(12).

AGREEMENT

31. Respondents neither admit nor deny the findings contained in this Assurance.

32. NYAG is willing to accept the terms of this Assurance pursuant to Executive Law § 63(15) and to discontinue its Investigation.

33. The Parties each believe that the obligations imposed by this Assurance are prudent and appropriate.

Definitions

34. For purposes of this Assurance, these terms shall have the following meanings:

(a) "After-sale" product or service is any product or service for which the consumer is paying over and above the amount the consumer paid to purchase or lease the vehicle. After-sale products or services include, but are not limited to, accessories, credit repair services, identity theft protection services, glass coatings, security services, warranties, maintenance coverage, tire and wheel protection, and insurance coverage;

(b) "Clearly and Conspicuously" shall mean that the statement, representation or term is so presented as to be readily apparent and understood by the person to whom it is being addressed. Factors to be considered for this purpose include, but are not limited to, language, font type and size, length and color contrast;

(c) "Consumer" is an individual who, during the period beginning January 1, 2010 through December 31, 2014, in connection with the purchase or lease of a new or used vehicle from any of the Respondents, contracted with CFI or received a contract for CFI's Services;

(d) "Eligible Consumer" is a Consumer who either has not been refunded in full for the amount paid for CFI's Services or who did not pay an upfront fee for CFI's Services;

(e) "Eligible Consumer Letter" is a letter, in a form approved by the NYAG (Attachment A), that will be sent to each Eligible Consumer as described in paragraph 39, informing the Eligible Consumer of the terms of Consumer Relief under this Assurance and including a check for restitution as described in paragraphs 38 through 40 below; and

Prohibited Practices

35. Respondents, its successors, employees, officers, directors and assigns, are hereby permanently enjoined from engaging in any practice in the State of New York which is in violation of the following provisions:

(a) Directly or indirectly offering for sale, selling, providing, marketing, or otherwise promoting the sale of any form of credit repair, credit optimization, credit restoration, credit consultation, or identity theft prevention services in connection with the sale or lease of a vehicle, or otherwise engaging in the business of a "credit services business," as defined by GBL § 458-b(1), or a "credit repair organization," as defined in 15 U.S.C. § 1679a(3);

(b) Selling, or offering for sale, or providing to any consumers any After sale product or service, unless prior to such sale, Respondents disclose, clearly and conspicuously orally and in writing, a fair description of the After-sale products or services, the full price to be paid by the consumer for each such product or service and the fact that the product or service is optional and need not be purchased to obtain financing or the advertised price;

(c) Representing that After-sale products or services are free, are "included" or "come with the car," when in fact the consumer is being or will be charged directly or indirectly for the product or service;

(d) Charging a consumer for any After-sale products or services without the consumer's express written consent;

(e) Misrepresenting the price of the vehicle on a retail installment contract by merging the price of After-sale products and services in the "cash price" or any term of similar import, or otherwise concealing the price of the vehicle from the consumer;

(f) Misrepresenting the price of the vehicle on a lease agreement by merging the price of After-sale products and services in the "agreed upon value of the vehicle" or any term of similar import or otherwise concealing the price of the vehicle from the consumer;

(g) Failing to provide consumers who finance their purchase with a retail installment contract that clearly and conspicuously itemizes the price of each After-sale product and service purchased, including in the "amount financed" section of the contract as required by Personal Property Law ("PPL") § 302(5) as well as the Truth in Lending Act, 15 U.S.C. §§ 1601, *et seq.* and Regulation Z, 12 C.F.R. § 226.18;

(h) Failing to provide consumers who lease their vehicle with a lease agreement that clearly and conspicuously itemizes the price of each After-sale product and service purchased, including in the "capitalized cost," section of the lease agreement as required by PPL § 337(5) as well as the Consumer Leasing Act, 15 U.S.C. §§ 1667, *et seq.* and Regulation M, 12 C.F.R. § 213.4.

Consumer Relief

36. Within thirty (30) days of execution of this Assurance, Respondents shall pay the amount of $345,000 by wire transfer or check, specifically referencing this Assurance, to a separate account at Wells Fargo Bank, N.A. or other financial institution acceptable to NYAG (the "Deposit"). Respondents shall thereafter distribute the Deposit, together with interest earned thereon, if any, and available at the time of such distribution, (collectively, the "Restitution Fund") to Eligible Consumers, all as provided in this Assurance. Interest earned on the Deposit, if any, but not distributed to Eligible

Consumers because it is not available to the Respondents on the date of the distribution shall belong to Respondents and be remitted to them promptly after becoming available.

Administration of Consumer Relief

37. Respondents have provided to the NYAG a database in Microsoft Excel (the "Consumer Report") that lists alphabetically by his or her last name and includes the following information for each Consumer: the Consumer's last name; the first name; last known address; telephone number, if known; email address, if known; date of purchase; the amount, if any, previously refunded for CFI's Services by Respondents. The NYAG may audit Respondents' Consumer Report and request relevant documentation. Within ten (10) days of the NYAG's request for such documentation, if any, Respondents shall provide the documentation requested in Portable Document Format (PDF) to the extent that Respondents have such requested documentation.

38. The payment to each Eligible Consumer shall be $250.00.

39. Within sixty (60) days of execution of this Assurance Respondents shall send each Eligible Consumer by regular mail, an Eligible Consumer Letter, which shall include the Restitution Check drawn on the Restitution Fund. The envelope shall contain the words "Attorney General of the State of New York" and "Potamkin Mitsubishi and Potamkin Hyundai Settlement." Prior to said mailing, Respondents shall process the mailing address of each Eligible Consumer through the National Change of Address database (the "NCOA") and shall mail the checks to the most recent address. For mailings that are returned as addressee unknown, Respondents shall process the address through another trace process, such as LexisNexis, and mail the check to another address, if one is identified. If another address is not identified, the Eligible Consumer's home address shall be processed through the NCOA and the check mailed to the most recent home address.

40. The check to each Eligible Consumer shall be made payable to the Eligible Consumer

(the "Restitution Check"). In the event an Eligible Consumer Letter is returned to Respondents, or the Respondents cannot locate the Eligible Consumer at the last known address, the Respondents shall make reasonable efforts, as described in paragraph 39 above, to obtain another address and re-send the Eligible Consumer Letter to any new address identified by the Respondents. Restitution Checks for any Eligible Consumer who cannot be located after pursuing all reasonable efforts or who fails to cash a Restitution Check from the Respondents shall be treated as abandoned property in accordance the New York Abandoned Property Law (or other applicable state law if the Eligible Consumer is a resident of some other state).

41. Any Eligible Consumer who has not received and/or cashed a Restitution Check from the Respondents (because the Eligible Consumer's address could not be located or for other good cause) and who contacts NYAG or Respondents prior to the later of one year from the date on which payments are first mailed by the Respondents or the date on which the Eligible Consumer's cash refund is transferred to the New York State Comptroller in accordance with this Assurance, shall be mailed a Restitution Check, together with the Eligible Consumer Letter, within twenty (20) days of notice from the Eligible Consumer or NYAG to the Respondents of the Eligible Consumer's entitlement to a refund.

42. For any Eligible Consumer who should have been but was not sent a Restitution Check and who, within three (3) years of execution of this Assurance, makes a request for a refund to Respondents or NYAG, Respondents shall make a full refund of any amounts paid by such Eligible Consumer for a CFI Contract.

43. Within 150 days of the mailing of the Eligible Consumer Letters, Respondents shall provide a report (the "Restitution Report") to the NYAG. The Restitution Report shall include the Consumer Report information as described in paragraph 37 and the following additional information

for each Eligible Consumer: the address used for mailing purposes, the amount of the Restitution Check, the date the first Eligible Consumer Letter was sent, whether the Eligible Consumer Letter was returned, whether the Eligible Consumer's Restitution Check was cashed, and the date of any additional attempt(s) to send the Eligible Consumer Letter.

44. The Respondents shall attempt in good faith to resolve any matters brought to its attention by the NYAG regarding the administration of this Assurance and the provision of Consumer Relief. Respondents shall cooperate fully with the NYAG by responding promptly to any requests for information in its possession about the matters that are the subject of this Assurance. The Respondents shall also comply with any request from the NYAG to contact any such Eligible Consumer to assist in the delivery of the Restitution Check (or any replacement) to the Eligible Consumer.

45. Any payments and all correspondence from NYAG or Respondents related to this Assurance must refer to Assurance of Discontinuance No. 17-167.

Penalties, Fees and Costs

46. Further, in consideration of the execution of this Assurance, within fifteen (15) business days of its execution, Respondents shall pay by wire transfer payable to the State of New York $55,000 in penalties, fees and costs in accordance with written wiring instructions to be separately provided by the NYAG to Respondents' counsel within five (5) business days after execution of this Assurance.

Compliance & Enforcement

47. Respondents shall provide compliance reports to the NYAG, for a period of three (3) years setting forth the manner and extent of compliance with the terms of this Assurance. The first compliance report shall be provided to the NYAG six (6) months after the execution of this Assurance.

Subsequent compliance reports shall be provided by the later of September 15 of each subsequent calendar year from 2018 through 2020, or such date as is thirty (30) days after NYAG has provided notice to Respondents as to which dates from which the deal jackets should be selected to enable Respondents to comply with their respective obligations under the next sentences. Such compliance reports shall provide appropriate narrative explanations, and shall include accurate and complete deal jackets for the two dates in each month specified by NYAG in the reporting period, from each of Respondents' locations. If the total number of deal jackets exceeds 150, the Parties shall agree on a method for randomly selecting those deal jackets to be provided.

48. Upon reasonable written notice to any Respondent from the NYAG and to the extent not already provided under this Assurance, each Respondent shall, upon request by NYAG, provide all requested documentation in their possession and information available to Respondents that is reasonably necessary for NYAG to verify compliance with this Assurance.

49. Upon successful application by the NYAG, upon notice, to enforce this Assurance, then in addition to any relief entered to remedy the breach, Respondents shall pay the full cost of the enforcement proceeding, including reasonable attorneys' fees, court costs, and expenses.

Miscellaneous Provisions

50. The NYAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. The NYAG is willing to accept this Assurance pursuant to Executive Law Section 63(15), in lieu of commencing a statutory proceeding. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

51. NYAG has agreed to the terms of this Assurance based on, among other things, the representations made to the NYAG by Respondents and their counsel. To the extent that any material

representations are later found to be inaccurate or misleading, this Assurance is voidable by the NYAG in its sole discretion.

52. Respondents agree to cooperate fully in any future NYAG investigation, and in any civil or criminal prosecution of other persons or entities involved with the automobile industry relating to finance and lease contracts, their administration, and the sale of After-Sale Products and Services. Such cooperation includes, but is not limited to, providing truthful testimony under oath before the NYAG and any other tribunal or court of law, and providing documentary evidence as requested by the NYAG. Respondents retain the right to assert any applicable privileges, including the attorney-client privilege. This agreement does not alter Respondents' independent obligation to provide documents and witnesses pursuant to subpoena.

53. Respondents represent and warrant, through the signatures below, that the terms and conditions of this Assurance are duly approved and execution of this Assurance is duly authorized. Respondents shall not take any action or make any statement denying, directly or indirectly, the propriety of the Assurance by expressing the view that the Assurance or its substance is without factual basis. Nothing in this paragraph affects or impairs or is intended to control Respondents' (i) testimonial obligations or (ii) their respective rights to take legal or factual positions in defense of litigation or other legal proceedings to which the NYAG is not a party. This Consent Order is not intended for use, and may not be used, by any third party in any other action or proceeding and is not intended, and should not be construed, as an admission of any liability by any Respondent.

54. No representations, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Respondents in agreeing to this Assurance.

55. Nothing contained in this Assurance shall be construed as to deprive any person of any private right under the law, provided that any damages, restitution, or other payment later recovered by

any Eligible Consumer from Respondents in any subsequent civil proceeding shall be offset by the amount of the any payment provided to the Eligible Consumer by Respondent, including without limitation, the Restitution Check paid to that Eligible Consumer under this Assurance.

56. Nothing in this Assurance shall be construed as relieving Respondents of their obligation to comply with all state and federal laws and regulation, nor shall any of the terms of this Assurance be deemed to grant Respondents permission to engage in any acts or practices prohibited by such laws and regulations. Agreement to this Assurance by the NYAG shall not be deemed approval by the NYAG of any of the practices or procedures referenced herein, and Respondents shall make no representation to the contrary.

57. Any failure of the NYAG to exercise any right under any provision of this Assurance shall not constitute a waiver of any rights of the NYAG to enforce such provision prospectively.

58. This Assurance may not be amended except by an instrument in writing signed on behalf of all Parties to this Assurance.

59. This Assurance shall be binding on and inure to the benefit of the Parties to this Assurance their respective successors and assigns, provided that no party, other than the NYAG, may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the NYAG.

60. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held to be invalid, illegal or unenforceable in any respect, in the sole discretion of the NYAG such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

61. Pursuant to Executive Law Section 63(15), evidence of a violation of this Assurance

shall constitute prima facie proof of violation of the applicable law in any action or proceeding thereafter commenced by the NYAG.

62. If a court of competent jurisdiction determines that Respondents have breached the Assurance, Respondents shall pay to the NYAG the cost, if any, of such determination and of enforcing this Assurance, including without limitation reasonable attorney's fees, expenses and court costs.

63. If the Assurance is voided or breached, Respondents agree that any statute of limitations or other time-related defenses applicable to the subject of the Assurance and any claims arising from or relating thereto are tolled from and after the date of this Assurance. In the event the Assurance is voided or breached, Respondents expressly agree and acknowledge that this Assurance shall in no way bar or otherwise preclude NYAG from commencing, conducting or prosecuting any investigation, action or proceeding, however denominated, related to the Assurance, against Respondents, or from using in any way any statements, documents or other materials produced or provided by Respondents prior to or after the date of this Assurance.

64. Any notices, statements or other written documents required by this Assurance shall be provided by electronic mail to the intended recipient at the addresses set forth below, unless a different address is specified in writing by the party changing such address:

If to Respondents, to:

John P. Hickey, Esquire
The Potamkin Companies
130 Spruce Street, Suite 30-B
Philadelphia, PA 19106

If to the NYAG, to:

Elena González, Esq.

Assistant Attorney General
Consumer Frauds and Protection Bureau
120 Broadway, Third Floor
New York, NY 10271-0332
elena.gonzalez@ag.ny.gov

IN WITNESS WHEREOF, this Assurance is executed by the Parties hereto on ~~September~~ October 10, 2017.

ERIC T. SCHNEIDERMAN
Attorney General of the State of New York
120 Broadway
New York, NY 10271

By: _____
Jane M. Azia, Esq.
Bureau Chief

By: _____
Elena González, Esq.
Assistant Attorney General

POTAMKIN NEW YORK, L.P. d/b/a POTAMKIN MITSUBISHI,
By its general partner, Potamkin M. General Corp.,
By:

_____
Mike Cunningham, V.P.

POTAMKIN HY NEW YORK, LLC,
d/b/a POTAMKIN HYUNDAI,
By:

_____
Mike Cunningham, V.P.

Attachment A

[Date]

BY REGULAR MAIL

[Consumer name]
[Consumer address]

Re: Potamkin Mitsubishi and Potamkin Hyundai Dealership Settlement Payment

Dear [Mr./Mrs. CONSUMER NAME]

You are receiving this letter, along with the enclosed check, as a result of a settlement between the New York State Office of the Attorney General ("NYAG") and Potamkin New York, L.P. d/b/a Potamkin Mitsubishi and Potamkin HY New York, LLC, d/b/a Potamkin Hyundai (collectively, "the Potamkin Dealerships").

An investigation by my office revealed that between 2010 and 2014 consumers who purchased or leased a vehicle from the Potamkin Dealerships were improperly charged by the Potamkin Dealerships for credit repair services to be provided by an unrelated third party called Credit Forget It, Inc. ("CFI"). While you may not have been aware that you were charged for such services, the Potamkin Dealerships' records indicate that you were provided with a contract with CFI for such services.

Under the Settlement, you are entitled to receive a partial distribution of the amount you were charged, taking into account any refund you may have already received. **A check for $250.00 is enclosed. You must cash this check within six (6) months of the date of issue.**

I am so pleased that my office was able to help you, along with many other New Yorkers, to obtain restitution through our Settlement. Should you have any questions, please contact NYAG by telephone at 212-416-8300.

Sincerely,

Eric T. Schneiderman

ERIC T. SCHNEIDERMAN

[Fecha]

POR CORREO REGULAR

[Nombre del consumidor]
[Dirección del consumidor]

Ref. Acuerdo y Pago de los Concesionarios de Automóviles de Potamkin Mitsubishi y Potamkin Hyundai

Estimado/a [Sr. / Sra. NOMBRE DEL CONSUMIDOR]

Usted está recibiendo esta carta, junto con un cheque de reembolso (adjunto), como resultado de un acuerdo entre la Oficina del Fiscal General de Nueva York ("NYAG") y Potamkin New York, L.P. d/b/a Potamkin Mitsubishi y Potamkin HY New York, LLC, d/b/a Potamkin Hyundai (referidos colectivamente más abajo como "Potamkin").

Una investigación hecha por mi oficina reveló que entre 2010 y 2014 consumidores quienes compraron o arrendaron un vehículo de Potamkin fueron cobrados incorrectamente por Potamkin por servicios de reparación de crédito proveídos por una compañía externa que se llama Credit Forget It, Inc. ("CFI"). Aunque usted quizás no se dio cuenta que le cobraron por tales servicios, los registros de Potamkin indican que le proveyeron un contrato con CFI por tales servicios.

Bajo este acuerdo, usted tiene el derecho de recibir una distribución parcial de la cantidad que usted fue cobrado, tomando en cuenta cualquier reembolso que ya haya recibido. **Un cheque por $250.00 está incluido. Usted debe cambiar este cheque dentro de seis (6) meses de la fecha de emisión.**

Estoy muy contento que mi oficina logro ayudarlo, junto con muchos otros consumidores, para obtener compensación a través de nuestro acuerdo. Si tiene cualquier pregunta, por favor contacte NYAG por teléfono al 212-416-8300.

Atentamente,

Eric T. Schneiderman

ERIC T. SCHNEIDERMAN