

OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF NEW YORK
CIVIL RIGHTS BUREAU

IN THE MATTER OF THE INVESTIGATION OF
ANDREW M. CUOMO, ATTORNEY GENERAL OF THE
STATE OF NEW YORK,

AOD No. 10-103

OF

OFICINA LEGAL PARA HISPANOS, P.C. and
GEOFFREY S. STEWART

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“OAG”), pursuant to New York State Executive Law § 63(12), conducted an investigation of certain policies, procedures, and practices of Oficina Legal Para Hispanos, P.C. (“Oficina Legal”), an entity primarily engaged in the business of providing immigration-related services for a fee in New York State, and its principal, Geoffrey S. Stewart (“Stewart”).

Specifically, the OAG investigated whether Oficina Legal and Stewart, in violation of New York State Executive Law § 63(12), New York State General Business Law (“GBL”) §§ 349 and 350, New York State Human Rights Law § 296(2)(a), and Title 8 of the Administrative Code of the City of New York (“New York City Human Rights Law”) § 8-107(4), engaged in unlawful business practices by providing legal immigration-related services to members of the public; and whether Oficina Legal violated GBL § 460 *et seq.* (“New York State Immigrant Assistance Services Law”) and Title 20 of the Administrative Code of the City of New York § 20-770 *et seq.* (“New York City Immigration Service Provider Law”), which regulate the conduct of immigration assistance service providers in New York.

DEFINITIONS

1. As used throughout this Assurance, the terms set forth below shall be defined as follows:
 - (a) “Advertisement” means any written or oral communication made by or on behalf of Oficina Legal or Stewart about Oficina Legal, including, but not limited to, print, television, radio, and internet.
 - (b) “Assurance” means this Assurance of Discontinuance.
 - (c) “Customer” means any client, individual or entity that paid for immigration-related services offered by Oficina Legal or Stewart.
 - (d) “Effective Date” means the last date this Assurance is signed by any of the parties hereto.
 - (e) “Stewart” means Geoffrey S. Stewart as an individual, an attorney licensed to practice law in the State of New York, and the principal of Oficina Legal Para Hispanos, P.C.
 - (f) “Immigration Services” means any service provided to individuals to aid or purporting to aid them in any immigration matter including, but not limited to, the obtaining of a “green card,” residency visa or any other document or process relating to or affecting an individual’s immigration status in the United States.
 - (g) “Oficina Legal” means Oficina Legal Para Hispanos, P.C., Geoffrey S. Stewart as its principal and/or all of their owners, officers, directors, managers, representatives, subsidiaries, affiliates, employees and all individuals and agents who act on their behalf.

- (h) “Reporting Period” means all four (4) quarters in a calendar year, which are January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.
- (i) Terms of construction:
 - i. “And” and “or” shall be construed conjunctively or disjunctively as necessary to make the meaning inclusive rather than exclusive.
 - ii. “All” means “any and all” and “any” means “any and all.”
 - iii. “Including” means without limitation.
 - iv. “Day” refers to a calendar day, not a business day.
 - v. The singular of any word includes the plural; the plural of any word includes the singular.

FINDINGS

Introduction and Background

2. New York State residents seeking assistance in immigration matters may retain the services of a licensed attorney or a recognized organization authorized by the United States Board of Immigration Appeals (“BIA”) to provide such assistance. For clerical services only, New York State residents may retain the services of non-attorneys, also known as “immigrant assistance service providers” (“IASPs”).
3. IASPs are regulated by N.Y. Gen. Bus. Law §§ 460-a through 460-j and, if in New York City, IASPs are also regulated by Local Law 31, § 20-770 *et seq.* The law seeks to prevent individuals from preying on immigrant communities by claiming to have legal authorization to handle immigration matters. As a result, IASPs are restricted to

providing solely clerical services, such as completing immigration forms based on information provided by the immigrant customer, translating documents, and mailing documents on behalf of customers to the required government agencies for processing. Further, New York State (“State”) and New York City (“City”) law requires IASPs to comply with certain advertising guidelines, signage and surety requirements, as well as provide customers with written contracts in both English and a language that the customer can understand.

4. IASPs are legally prohibited from providing legal services including, but not limited to, giving legal advice to consumers on what form of immigration relief they should be seeking, and what immigration forms to complete and file, or appearing in immigration court or before officials with the United States Citizenship and Immigration Services (“USCIS”).
5. Further, similar federal regulations promulgated by the Department of Homeland Security (Code of Federal Regulations, Title 8, Aliens and Nationality) also regulate who may represent immigrants in immigration court and who may appear on behalf of immigrants before immigration authorities such as the USCIS.
6. The USCIS requires that representatives of immigrants complete and file a “Notice of Entry of Appearance as Attorney or Representative” (Form G-28). Only attorneys and accredited representatives of organizations recognized by the BIA as defined in 8 C.F.R. §§ 103.2 and 292.1 may file Form G-28. By signing Form G-28, attorneys and accredited representatives are bound by the rules of professional conduct for practitioners as set forth at 8 C.F.R. §§ 1003.101-1003.107 and 1292.3 governing an immigration

practitioner's actions.

Attorney General's Investigation

7. The OAG received complaints that Oficina Legal engaged in unlawful business practices, including, but not limited to, fraud and making false promises and misrepresentations to customers concerning their immigration-related matters by engaging in the unauthorized practice of the law. Specifically, the complaints allege that Oficina Legal was purporting to be a law office when in fact all the work including the client consultations were being conducted by non-attorneys.
8. The OAG issued a subpoena to Oficina Legal for documents and testimony relating to their business practices. The OAG obtained testimony from principals at Oficina Legal including Stewart and reviewed documents, correspondence, client lists, advertisements and financial statements.
9. Official documentation obtained during the investigation revealed that Oficina Legal was incorporated in 2005.
10. Oficina Legal operated as a business that provides immigration-related services to immigrants, mainly the Spanish speaking community, in New York State under the official ownership of an attorney.
11. In 2008, after the previous owner left the business, Stewart, who is a criminal defense attorney licensed to practice law in New York State, took over as the owner of Oficina Legal.
12. The OAG investigation confirmed that Stewart took over this fully operational business, continued to employ the same non-attorney employees as the previous principal, and

facilitated its continued illegal operation.

Violations of the Law

13. The Attorney General's investigation confirmed that Oficina Legal, as an IASP and through the representations of its employees, violated the New York State Immigrant Assistance Services Law GBL § 460 *et seq.* and New York City Immigration Service Provider Law § 20-770 *et seq.*
14. Specifically, Oficina Legal operated illegally by utilizing non-lawyers to provide legal advice to individuals on a wide-range of complex immigration related issues. Further, Oficina Legal misled the public by indicating that it was authorized to provide legal services when in fact Oficina Legal was charging fees thousands of dollars in fees for work often being handled by non-attorneys.
15. Oficina Legal also failed to display signs in English at its offices, as required by GBL § 460-c: (a) of their right to cancel the contract within three business days without penalty; and (b) that the Oficina Legal employee providing assistance to them was not an attorney licensed to practice law or accredited by the BIA, cannot provide representation before the USCIS, Department of Labor, Department of State or any immigration authority and may not give legal advice or accept fees for legal advice.
16. Oficina Legal also failed to post or include in advertising for its business a notice alerting individuals that the Oficina Legal employee providing assistance to them was not an attorney licensed to practice law or accredited by the BIA, cannot provide representation before the USCIS, Department of Labor, Department of State or any immigration authority and may not give legal advice or accept fees for legal advice as required under

GBL § 460-d.

17. In addition, the Attorney General's investigation confirmed that, in violation of GBL § 460-e(1), Oficina Legal engaged in the unauthorized practice of the law by giving legal advice to individuals in immigration matters, including instructing individuals on which immigration forms to complete and file with the immigration authorities in order to obtain a certain immigration benefit, and advising individuals on the best course of action for their immigration matters.
18. Oficina Legal also made misrepresentations or false statements in violation of GBL § 460-e(8) with regards to customers' eligibility and ability to obtain immigration benefits, as well as misrepresenting to the public that the person assisting them is working with an attorney and/or is qualified to provide legal advice.
19. In addition, Oficina Legal failed to secure a surety bond payable to the People of the State of New York in an amount determinable by the income received from providing Immigration Services, as required by GBL § 460-g.
20. Similarly, based on these omissions, Oficina Legal violated the provisions of the New York City Immigration Service Provider Law that mirror GBL §§ 460-a through 460-j.
21. Based on the same conduct, Oficina Legal also violated New York's human rights laws by illegally seeking to defraud immigrants based on their alienage, citizenship status and national origin.
22. The OAG investigation further determined that Stewart aided individuals in Oficina Legal in the unauthorized practice of law by failing to supervise and/or allowing non-attorneys to provide legal advice to customers in immigration matters, such as instructing

customers on which immigration forms to complete and file with the immigration authorities using Stewart's attorney name, and advising customers on the best course of action for their immigration matters without his input or supervision in violation of several state and federal laws.

23. Stewart allowed for his name to be used in advertisements causing unsuspecting immigrants to believe that their case was being handled by a qualified attorney with expertise in immigration law when in fact they never even met with an attorney.
24. Further, the investigation revealed that a non-attorney was in complete control of the day-to-day operations of Oficina Legal, which was functioning as a legal office, including the direct supervision, training and payroll of all employees; controlling and monitoring all the business bank accounts; determining legal fees to be assessed for services; controlling the computer system with client information; controlling the client files; and framing and purchasing advertisements giving the impression that experienced immigration attorneys were responsible for handling consumer cases.
25. Accordingly, the OAG has concluded that there is sufficient evidence to support a claim that Oficina Legal and Stewart violated New York State Executive Law § 63(12), New York State General Business Law §§ 349 and 350, New York State Human Rights Law § 296(2)(a), and New York City Human Rights Law § 8-107(4); and that Oficina Legal, as an IASP violated New York State Immigrant Assistance Services Law GBL § 460 *et seq.* and New York City Immigration Service Provider Law § 20-770 *et seq.*

PROSPECTIVE RELIEF

WHEREAS, New York State Executive Law § 63(12), New York State General Business Law §§ 349 and 350, New York State and New York City Human Rights Laws, and New York State and New York City laws regulating IASPs, prohibit, among other things: (1) perpetuating fraud on unsuspecting immigrants by misrepresenting that non-attorneys are authorized to give legal advice; (2) IASPs from providing legal advice or otherwise engaging in the unauthorized practice of law and from providing immigration services without the proper surety bond made out to the People of the State of New York and the People of the City of New York and signs at the place of business and in advertisements stating the person providing immigration assistance is not an attorney or accredited by the BIA, cannot provide representation before the USCIS Department of Labor, Department of State or any immigration authority and may not give legal advice or accept fees for legal advice; and (3) any conduct targeting a community because of that community's alienage, ethnicity, national origin and/or citizenship status;

WHEREAS, the OAG's investigation involved reviewing documents, pursuant to subpoena *duces tecum*, and obtaining testimony from Oficina Legal and Stewart;

WHEREAS, Oficina Legal and Stewart neither admit nor deny the OAG's Findings;

WHEREAS, the OAG is willing to accept the terms of this Assurance pursuant to New York State Executive Law § 63(15) and to discontinue its investigation of Oficina Legal and Stewart; and

WHEREAS, the parties believe that the obligations imposed by this Assurance are prudent and appropriate;

IT IS HEREBY UNDERSTOOD AND AGREED, by and between Oficina Legal and

Stewart and the OAG, as follows:

Entities Bound by Assurance

26. This Assurance binds Oficina Legal and Stewart, their principals, directors, beneficial owners, officers, shareholders, successors, assigns, “a/k/a” companies, “d/b/a” companies, and any other business entities whom any such individuals may hereafter form or control.

Monetary Payment

27. Oficina Legal and Stewart shall pay a total of thirty thousand dollars (\$30,000) to the State of New York to resolve this investigation.
28. Initial payment of two thousand five hundred dollars (\$2,500) shall be made on the Effective Date of this Assurance. Oficina Legal and Stewart shall pay the balance of twenty-seven thousand five hundred dollars (\$27,500) within twelve (12) months of the Effective Date.
29. All payments shall be in the form of a wire transfer, or a certified or bank check made out to the New York State Department of Law and forwarded to the Office of Attorney General, Civil Rights Bureau, 120 Broadway, 23rd Floor, New York, New York 10271, Attention: Alphonso B. David, Special Deputy Attorney General for Civil Rights. Any payments and all correspondence related to this Assurance must reference No. 10-103.

Confession of Judgment

30. Stewart agrees to execute a Confession of Judgment upon the signing of this Assurance. The Confession of Judgment will be held in escrow and may be filed if Stewart fails to make any payment as set forth in Paragraphs 27-28 of this Assurance. If all payments

have not been made pursuant to this Assurance within twelve (12) months of the Effective Date, the OAG has the right to move to enforce the Judgment without further notice to Stewart or his counsel.

Written and Verbal Notice to Customers

31. Within fourteen (14) days of the Effective Date, Oficina Legal and Stewart shall confirm that a letter was mailed to all current and former customers who received immigration services from Oficina Legal. The letter should be translated into Spanish and any other language spoken by Oficina Legal current and former customers of Oficina Legal. The letter shall include the following:
- (a) a statement that the New York State Office of the Attorney General has entered into an agreement with Oficina Legal and Stewart;
 - (b) a statement that Oficina Legal and Stewart have agreed to stop offering and providing immigration services effective immediately and indicating the date when the office will be officially closed;
 - (c) a statement that the customer has the right to obtain their file from Oficina Legal and Stewart (including the time and place the request for files may be made and whether requests may be made by phone, facsimile or e-mail), or may request that Oficina Legal and Stewart, at Oficina Legal and Stewart's expense, mail the files to the customer;
 - (d) a statement that immigration matters are time-sensitive and the customer should promptly seek the assistance of an immigration attorney, an accredited organization or other authorized immigration service provider;

- (e) a phone number where customers may contact a representative of Oficina Legal and Stewart until the dissolution of Oficina Legal is complete with questions about their cases and any documents in connection with their files;
 - (f) a notice that a monetary fund has been created to compensate customers who are entitled to a refund of their money (attached as Exhibit B);
 - (g) a notice that Oficina Legal and Stewart may not refer customers to any attorneys; and
 - (h) an attachment of the list of BIA and pro-bono accredited organizations provided to Oficina Legal and Stewart by the OAG.
32. Within ten (10) days of the Effective Date, Oficina Legal and Stewart shall identify the files of customers who may have upcoming deadlines or pending hearing dates in their cases. Oficina Legal and Stewart shall contact these customers by phone and give notice of the information required by Paragraph 31 followed by the written notice.

Signage

33. Within five (5) days of the Effective Date, Oficina Legal and Stewart shall post and maintain in a conspicuous place at each place of business a sign alerting individuals that, pursuant to the OAG's investigation and findings, Oficina Legal and Stewart are no longer providing immigration services and recommending that individuals contact an accredited organization or an immigration attorney. The sign shall be no smaller than 18" x 22" and in 60-point type and be translated into Spanish and any other language spoken by the customers who received Immigration Services from Oficina Legal and Stewart. Oficina Legal and Stewart shall submit a copy of the sign to be posted for

approval to the OAG.

34. Within five (5) days of the Effective Date, Oficina Legal and Stewart shall also post a sign in each place of business alerting customers that they may file a complaint with the OAG if they believe they have been a victim of immigration fraud (attached as Exhibit C).

Advertising

35. Within seven (7) days of the Effective Date, Oficina Legal and Stewart shall send a notice to all applicable communication outlets, including but not limited to, newspapers, television and radio stations and web-based outlets, canceling any future written and/or oral advertisements, whether in English or any other language in which Oficina Legal and Stewart advertised. Prior to mailing such notice, Oficina Legal and Stewart shall submit it to the OAG for approval.

Dissolution of Business Entity

36. Oficina Legal and Stewart shall cease and desist from operating any business which provides immigration services to customers including, but not limited to, assisting customers in completing required forms and affidavits for submission to the USCIS or other government agencies.
37. Stewart shall dissolve Oficina Legal and its successors in interest, assigns, “d/b/a companies,” “a/k/a companies,” affiliates, and subsidiaries and submit proof of the dissolution(s) to the OAG within sixty days (60) days of Effective Date.
38. Stewart agrees that he is permanently barred from practicing immigration law or engaging in a business of providing immigration-related services in New York.

Record-Keeping

39. Oficina Legal and Stewart shall maintain the following records during the duration of the Assurance:
- (a) All documents concerning the letter and other communication Oficina Legal and Stewart have with customers as required by Paragraph 31;
 - (b) All documents concerning the posting and/or recording of any sign or advertisement affected by the provisions in Paragraphs 33-34;
 - (c) All documents concerning any individual complaints related to the provision of immigration services;
 - (d) All documents concerning any complaints alleging that Oficina Legal and Stewart have engaged in unlawful practices or failed to comply with this Assurance;
 - (e) Any and all customer files that were not retrieved by the customer or were returned by mail as undeliverable.
40. For the duration of this Assurance, the OAG shall have the right to request, at any time that Oficina Legal and Stewart produce, within fourteen (14) days of the request, any document required to be maintained by Oficina Legal and Stewart under this Assurance.

Penalties

41. If the OAG finds evidence that Oficina Legal and Stewart failed to comply with the applicable laws or any provision of this Assurance, Oficina Legal and Stewart shall pay a penalty to the OAG of five thousand dollars (\$5,000) for each instance of noncompliance, including but not limited to, failing to cease and desist conducting an immigration services business as required by Paragraph 36 or failing to send letters to customers as

required by Paragraph 31 and an additional five hundred dollars (\$500.00) per day where instances of noncompliance are not rectified.

42. Individuals may submit complaints alleging that Oficina Legal and Stewart have engaged in unlawful conduct or failed to comply with applicable laws. If an individual brings such a complaint directly to Oficina Legal and Stewart, Oficina Legal and Stewart shall forward the complaint to the OAG within two (2) days of receiving such complaint.

**SCOPE OF THE ASSURANCE, JURISDICTION,
AND ENFORCEMENT PROVISIONS**

43. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by Oficina Legal and Stewart and their counsel and the OAG's own factual investigation as set forth in Findings 2-25 above. To the extent that any material representations are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion. Unless another time period is provided with respect to particular relief being agreed upon, this Assurance will expire three (3) years after the Effective Date.
44. Notwithstanding any provision of this Assurance to the contrary, the OAG may, in its sole discretion, grant written requests for extensions of time for Oficina Legal and Stewart to comply with any provision of this Assurance upon a good-faith determination that Oficina Legal and Stewart has not complied with this Assurance, which non-compliance the OAG will discuss and attempt to resolve with Oficina Legal and Stewart in good-faith before making such determination.
45. The signatories to this Assurance warrant and represent that they are duly authorized to execute this Assurance and that they have the authority to take all appropriate action

required or permitted to be taken pursuant to this Assurance to effectuate its terms.

46. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Oficina Legal and Stewart in agreeing to this Assurance.
47. The OAG may seek to enforce this Assurance through enforcement proceedings including a civil action in federal or state court seeking appropriate relief, such as specific performance of the provisions of this Assurance. Pursuant to New York State Executive Law § 63(15), evidence of a violation of the Assurance will constitute *prima facie* proof of a violation of the applicable laws in any civil action or proceeding hereafter commenced by the OAG. In the event of a dispute among the parties regarding any issue arising hereunder, the parties will attempt in good faith to resolve the dispute before seeking judicial intervention.
48. If a court of competent jurisdiction determines that Oficina Legal and Stewart has breached this Assurance, Oficina Legal and Stewart shall pay to the OAG the cost, if any, of such determination and of enforcing this Assurance, including, without limitation, legal fees, expenses, and court costs.
49. Any failure by the OAG to enforce this entire Assurance or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of the OAG's right to enforce other deadlines and provisions of this Assurance.
50. If any provision, term, or clause of this Assurance is declared illegal, unenforceable, or ineffective in a legal forum, such provision, term, or clause shall be deemed severable, such that all other provisions, terms, and clauses of this Assurance shall remain valid and

binding on the parties.

51. This Assurance constitutes the entire agreement between Oficina Legal and Stewart and the OAG on the matters raised herein, and no other statement, promise or agreement, either written or oral, made by either party or agents of either party that is not contained in this Assurance shall be enforceable.
52. Nothing in this Assurance is intended to, nor shall, limit the OAG's investigatory or compliance review powers otherwise provided by law or this Assurance.
53. Nothing in this Assurance shall be construed to prevent any individual from pursuing any right or remedy under the law.
54. This Assurance may be executed in multiple counterparts, each of which shall be deemed a duplicate original.
55. This Assurance is final and binding on the parties, including principals, directors, beneficial owners, officers, shareholders, agents and representatives, successors in interest, assigns, "d/b/a companies," "a/k/a companies," affiliates, subsidiaries, legal representatives thereof, and any other business entities whom any such individuals may hereafter form or control. No assignment by any party hereto shall operate to relieve such party of its obligations herewith.
56. Oficina Legal and Stewart represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved, and execution of this Assurance is duly authorized. Oficina Legal and Stewart agree not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in this Assurance or creating the impression that this Assurance is without factual

basis. Nothing in this paragraph affects Oficina Legal and Stewart's (a) testimonial obligations; or (b) right to take legal or factual positions in defense of litigation or other legal proceedings to which the Attorney General is not a party.

57. This Assurance may not be amended except by an instrument in writing signed on behalf of all the parties to this Assurance.
58. This Assurance shall be binding on and inure to the benefit of the parties to this Assurance and their respective successors and assigns, provided that no party, other than the OAG, may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG.
59. Any payments and all correspondence related to this Assurance shall reference the OAG Assurance Number AOD 10-103.
60. All communications and notices regarding this Assurance shall be sent by first-class mail and, if twenty-five (25) pages or fewer in length, by facsimile, to:

Office of the NYS Attorney General:
Elizabeth De León
Civil Rights Bureau
Office of the NYS Attorney General
120 Broadway, 23rd Floor
New York, New York 10271
Tel. (212) 416-8250
Fax (212) 416-8074

Attorney for Oficina Legal and Stewart:
Philip B. Stone
575 Madison Avenue, Suite 1006
New York, New York 10022
Tel. (212) 937-8470
Fax (212) 605-0222

Any changes in the person to whom communications should be specifically directed shall be made in advance of the change.

61. Acceptance of this Assurance by the OAG shall not be deemed approval by the OAG of any of the practices or procedures referenced herein, and Oficina Legal and Stewart shall make no representation to the contrary.

The OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. The OAG is willing to accept this Assurance pursuant to Executive Law § 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 law principles.

IN WITNESS THEREOF, this Assurance is executed by the parties hereto as follows:

ANDREW M. CUOMO
Attorney General of the State of New York

By:



ALPHONSO B. DAVID
Special Deputy Attorney General
for Civil Rights

By:



SPENCER FREEDMAN
Chief Counsel for Civil Rights

ELIZABETH DE LEÓN
Assistant Deputy Counselor

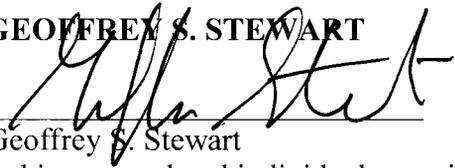
SANDRA ABELES
Assistant Attorney General

Civil Rights Bureau
120 Broadway
New York, New York 10271

Dated: ~~July~~ ^{August} 17, 2010

GEOFFREY S. STEWART

By:



Geoffrey S. Stewart

In his personal and individual capacity

Dated: July 29, 2010

**OFICINA LEGAL PARA HISPANOS,
P.C.**

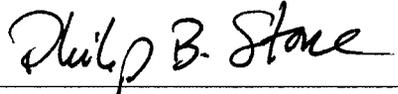
By:



Geoffrey S. Stewart

Dated: July 29, 2010

By:



Philip B. Stone

Counsel for Geoffrey S. Stewart and
Oficina Legal Para Hispanos, P.C.

Dated: July 29, 2010