

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

In the Matter of:
ESTELA FIGUEREDO A/K/A STELLA FIGUEREDO
and AMERICAN IMMIGRANT FEDERATION, INC.,
AMERICAN LEGAL IMMIGRATION SERVICES, INC.,
A/K/A AMERICAN LEGAL IMMIGRANT SERVICES,
INC.; AMERICAN IMMIGRANT ADVERTISING
AGENCY, INC. D/B/A AMERICAN ADVERTISING
AGENCY, INC. and AMERICAN IMMIGRANT
SERVICES, INC.

ASSURANCE OF
DISCONTINUANCE
PURSUANT TO
NEW YORK STATE
EXECUTIVE LAW
63(15)

AOD No.10-039

ASSURANCE OF DISCONTINUANCE

In the Spring of 2009, the Office of the Attorney General of the State of New York (“OAG”), pursuant to New York State Executive Law § 63(12), began conducting an investigation of certain policies, procedures, and practices of American Immigrant Federation, Inc., American Legal Immigration Services, Inc. a/k/a American Legal Immigrant Services, Inc., not-for-profit organizations primarily engaged in the business of providing immigration-related services for a fee in New York State, as well as its corporate affiliates American Immigrant Advertisement Agency, Inc. (“AIAA”) a/k/a American Advertising Agency, Inc., and American Immigrant Services, Inc. (“AIS”) (collectively referred to as “AIF”), and their president and/or owner Estela Figueredo a/k/a Stella Figueredo (referred to as “Figueredo”).

Specifically, the OAG investigated whether AIF and Figueredo, in violation of New York State Judiciary Law §§ 349, 350, and 460-a *et seq.*; New York State Judiciary Law §478; New York Human Rights Law 296(2)(a); New York City Human Rights Law § 8-502; and New York State Executive Law § 63(12), engaged in unlawful business practices, including the unauthorized practice of law in New York State, in providing immigration-related services to members of the public.

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 AIF or Figueredo about AIF’s Immigration Services, including, but not limited to, print, television, radio, and internet.
 - (b) “AIF/Figueredo” means Estela Figueredo a/k/a Stella Figueredo, American Immigrant Federation, Inc., American Legal Immigration Services, Inc. a/k/a American Legal Immigrant Services, Inc., American Immigrant Advertising Agency, Inc. d/b/a American Advertising, Inc., American Immigrant Services, Inc., and/or all of their owners, officers, directors, managers, representatives, subsidiaries, affiliates, employees and all individuals and agents who act on their behalf.
 - (c) “Assurance” means this Assurance of Discontinuance.
 - (d) “Effective Date” means the last date this Assurance is signed by any of the parties hereto.
 - (e) “Employee” means any owner, shareholder, partner, officer, employee, agent, associate, independent contractor, or representative of AIF/Figueredo.
 - (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) “Member” means any person, consumer or entity that paid for immigration-related

services offered by AIF/Figueredo.

- (i) “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.
- (j) 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. “Concerning” means relating to, referring to, describing, evidencing, regarding, reflecting or constituting.
 - iv. “Including” means without limitation.
 - v. “Day” refers to a calendar day, not a business day.
 - vi. 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. Alternatively, New York State residents may retain the services of non-attorneys, also known as “immigration assistance service providers” (“IASPs”).

3. IASPs are regulated by the N.Y. Gen. Bus. Law §§ 460-a through 460-j. 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 consumer, translating documents, and mailing documents on behalf of consumers to the required government agencies for processing. Further, state law requires IASPs to comply with certain advertising guidelines, signage and surety requirements, as well as provide consumers with written contracts in both English and their language of origin.
4. IASPs are legally prohibited from providing any legal services, for example, giving legal advice to consumers on what form of immigration relief they should be seeking or 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. State law also prohibits IASPs from charging any fees for referring a consumer to another person or entity that is qualified to provide legal immigration services, such as an attorney or an organization accredited by the BIA. In addition, IASPs are prohibited from charging referral fees in the form of membership fees.
6. In addition to the State requirements, Federal law regulates who may represent immigrants in immigration court and who may appear on behalf of immigrants before other immigration authorities such as the USCIS. 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 and

accredited by the BIA as defined in 8 C.F.R. §§ 103.2 and 292.1 may file Form G-28. An individual may obtain accreditation only through an organization recognized by the BIA. The organization must submit documentation showing that it has knowledge, information and experience in immigration and nationality law and procedure. Further, the organization must certify through an application process that the individual seeking accreditation, among other things, is a person of good moral character and will only charge or accept a nominal fee set by the organization through which the individual gains their accreditation.

Attorney General's Investigation

7. The OAG received complaints that AIF/Figueroa are engaged in unlawful business practices, including but not limited to fraud, the unauthorized practice of law, and making false promises and misrepresentations to individuals concerning their immigration-related matters.
8. Further, consumers described to the OAG how, through AIF/Figueroa's deceptive practices, they were led to believe that they were paying for legal services and thought their immigration cases were being handled by qualified and authorized individuals.
9. Many complainants only learned that AIF/Figueroa were neither licensed attorneys nor authorized to provide immigration services after they were placed in deportation proceedings.
10. The OAG issued a subpoena to AIF/Figueroa for documents relating to their business practices. The OAG reviewed hundreds of pages of documents including client files, written policies and procedures and interviewed several complainants.

Unauthorized Practice of the Law

11. The OAG investigation confirmed that AIF/Figueredo are not licensed to practice law in the State of New York, nor are they authorized or accredited to provide legal assistance to anyone on immigration-related matters. Nonetheless, AIF/Figueredo represented to individuals that they are authorized to provide legal immigration assistance.
12. Further, Figueredo is showcased on several Spanish-language radio and television stations where she discusses immigration laws giving the impression that she is an attorney experienced in immigration matters, thus engaging in the unauthorized practice of law.

Charging Excessive Fees in Violation of the Purposes of a Charitable Organization

13. The OAG investigation also showed that, despite their express charitable purpose, AIF/Figueredo charged immigrants excessive fees for legal advice— advice that was often given by non-attorneys in violation of the law.
14. Relying on the false promises of AIF/Figueredo, immigrants pay \$100 annually to become members of AIF believing that they will receive free or low cost legal assistance, only to find out that they must pay significant additional fees, typically thousands of dollars, in order to receive the legal representation.
15. Over the course of many years, AIF/Figueredo failed to provide those services or had non-attorneys provide them.
16. Collectively, members have paid hundreds of thousands of dollars to AIF/Figueredo for those services.

Violations of the NYS and NYC Immigration Services Provider Law

17. The OAG's investigation also confirmed that, in violation of General Business Law §§ 460-

b through 460-g and Judiciary Law § 478, AIF/Figueroa engaged in the unauthorized practice of law by advising individuals in immigration matters, such as instructing individuals on which immigration forms to complete and file with the immigration authorities in order to obtain certain immigration benefits and advising individuals on the best course of action for their immigration matters.

18. AIF/Figueroa also engaged in fraud and illegality by misleading the public and convincing them that they were authorized to provide legal services when in fact AIF/Figueroa were charging consumers thousands of dollars for work being handled by non-attorneys.
19. In addition, the OAG's investigation revealed that AIF/Figueroa failed to comply with the requirements of providing immigration assistance services as required by the General Business Law §§ 460-b – 460-g.
20. AIF/Figueroa repeatedly failed to provide consumers with written contracts in the English language and consumers' language of origin, that include disclosures and information required by General Business Law § 460-b. Specifically, the law requires contracts to include, in both English and the language understood by the consumer, an itemization of all services to be provided, a list of fees, and language informing individuals of their right to cancel the contract within three (3) business days without any penalties or fees.
21. AIF/Figueroa also failed to display signs in their place of business, as required by General Business Law § 460-c, alerting individuals of their right to cancel the contract within three (3) business days without penalty and alerting individuals that AIF/Figueroa are not attorneys, cannot provide legal advice, and are not authorized to represent individuals before immigration authorities. AIF/Figueroa failed to display these signs in English and in other

languages consumers used as required by law.

22. AIF/Figueredo also failed to include in their advertisement the language required by General Business Law § 460-d, alerting individuals that AIF/Figueredo are not attorneys, cannot provide legal advice, and are not authorized to represent individuals before immigration authorities.
23. AIF/Figueredo also failed to provide individuals with copies of every document filed on their behalf with immigration authorities as required by General Business Law § 460-e(7).
24. AIF/Figueredo also failed to secure a surety bond payable to the People of the State of New York, and in an amount determinable by the income received from providing Immigration Services, as required by General Business Law § 460-g.

Accordingly, the OAG has concluded that there is sufficient evidence to support a claim that AIF/Figueredo violated New York General Business Law § 349(b), New York General Business Law § 460-h, New York Judiciary Law § 476-a, and New York Executive Law § 63(12).

PROSPECTIVE RELIEF

WHEREAS, Executive Law § 63(12); New York General Business Law § 349, and 460-a *et seq.* (Immigration Services Provider Law), New York Judiciary Law Article 15 (Regulating the Practice of Law), New York State and New York City Civil Rights Laws (prohibiting conduct that discriminates against persons based on race, ethnicity, national origin, citizenship status or alienage), prohibit, among other things, (1) individuals not admitted or registered as attorneys within New York State from practicing law, including but not limited to giving legal advice; (2) individuals from providing immigration services without the proper surety bond made out to the People of the State of New York, signs stating the provider is not an attorney, contracts in both the

English language and the consumers' language of origin, charging a fee to refer individuals to another person or entity that is qualified to provide services which the IASPs will not provide; (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*; analyzing complaints; conducting an undercover investigation of AIF/Figuero's practices; and reviewing and analyzing information received from the New York State and United States government;

WHEREAS, AIF/Figuero neither admit nor deny the OAG's Findings;

WHEREAS, the OAG is willing to accept the terms of this Assurance pursuant to New York Executive Law § 63(15) and to discontinue its investigation of AIF/Figuero; 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 AIF/Figuero and the OAG, as follows:

Entities Bound by Assurance

25. This Assurance binds AIF/Figuero, 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.

INJUNCTIVE RELIEF

Monetary Payment

26. AIF/Figuero shall pay a total of \$1.2 million to the State of New York to resolve this

investigation.

27. Initial payment of \$200,000 shall be made on the Effective Date of this Assurance.
AIF/Figueroa shall pay the balance of \$1 million in two (2) payments as follows: \$350,000 shall be paid within nine (9) months of the Effective Date. The final payment of \$650,000 shall be paid within four (4) months of the \$350,000 payment.
28. All three (3) 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, Bureau Chief for Civil Rights. Any payments and all correspondence related to this Assurance must reference AOD No. 10-039.

Payment Security

29. As collateral security for the full and timely payment of the second payment in the amount of \$350,000, Figueroa, the owner of property located at 122 Truman Drive, Cresskill, New Jersey 07626 (the "Property"), shall deliver a mortgage to the OAG in the amount of \$350,000, on the Property. Further, Figueroa agrees that she will not undertake or cause to undertake any action that would cause another lien to be created or filed or increase the amount of any existing lien which would be inconsistent with the priority accorded the mortgage being delivered to the OAG as required by this Assurance. Said mortgage shall be filed and recorded with the County Clerk upon receipt by the OAG. In addition, Figueroa agrees to place the Property on sale within fourteen (14) days of Effective Date; to sell the Property within nine (9) months of the Effective Date; and to deliver to the Attorney General's office payment in the amount of \$350,000 within nine (9) months of the Effective

Dates, as required by Paragraph 27. Figueredo also agrees to add the OAG to the homeowner's insurance policy on the Property as mortgagee/insured party. Figueredo hereby represents that she is current with any mortgages, real property tax payments, and homeowner's insurance and will remain current with those payments until the Property is sold.

Confessions of Judgment

30. Figueredo, agrees to execute an Affidavit of Confession of Judgment ("Confession of Judgment") (attached as Exhibit C) in the sum of \$1,000,000 (the payment amount) upon the signing of this Assurance. The Confession of Judgment will be held in escrow and may only be filed if Figueredo fails to make the final payment as set forth in Paragraph 27 of this Assurance. If all payments have not been made pursuant to this Assurance within thirteen (13) months as of the Effective Date, the OAG has the right to move to enforce the Judgment without further notice to Figueredo or her counsel.

Dissolution of Not-for-Profit and For-Profit Corporations

31. AIF/Figueredo shall cease and desist from operating any business which provides immigration services to consumers including, but not limited to, assisting consumers in completing required forms and affidavits for submission to the USCIS or other government agencies.
32. AIF/Figueredo shall prepare a proposed Plan of Dissolution, Petition and Proposed Court Order ("Dissolution Papers") for all of its related entities. AIF/Figueredo must submit the Dissolution Papers to the OAG for review within forty-five days (45) of the Effective Date and file the Dissolution Papers with the New York State Supreme Court within ninety days

(90) of the Effective Date. Prior to the submission to the court, AIF/Figueredo shall make such changes to the Dissolution Papers as the OAG deems necessary or appropriate.

33. AIF/Figueredo shall take all steps necessary to complete the dissolution process pursuant to the laws of New York, including filing annual reports for past years. AIF/Figueredo shall make no distributions or expenditures from its assets without the express written approval of the OAG. Figueredo agrees to be personally responsible for all legal accounting expenses of AIF incurred or billed after the Effective Date. Figueredo agrees to take all steps necessary by her to complete the dissolution process for AIF.
34. AIF/Figueredo shall effectuate the Plan of Dissolution for AIF and all of its affiliates and subsidiaries within sixty (60) days of the court order approving the Plan of Dissolution and shall file with the OAG all related documentation to finalize the dissolution as may be required under applicable law.
35. AIF/Figueredo shall file a Certificate of Dissolution with the New York Department of State for all of its related entities and their successors in interest, assigns, “d/b/a companies,” “a/k/a companies,” affiliates, and subsidiaries within thirty (30) days of the Effective Date.
36. Figueredo agrees that she is permanently barred from serving as an officer, director, trustee, manager, employee, fundraiser or agent of a not-for-profit organization incorporated, registered, operating and/or fundraising in the State of New York. In addition, Figueredo agrees that she is permanently barred from serving as an officer, director, trustee, manager, employee, fundraiser, spokesperson or agent of a for-profit organization that is in the business of providing immigration-related services in the State of New York.

Written and Verbal Notice to Members

37. Within fourteen (14) days of the Effective Date, AIF/Figueredo shall send a letter to all current and former members of AIF. The letter should be translated into Spanish and any other language spoken by members of AIF.

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 AIF/Figueredo;
- (b) a statement that AIF/Figueredo have agreed to stop offering and providing immigration services effective immediately;
- (c) a statement that the consumer has the right to obtain their file from AIF/Figueredo and may do so by either visiting AIF/Figueredo's place of business (1560 Broadway and/or 165 West 46th Street), 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 AIF/Figueredo, at AIF/Figueredo's expense, mail the files to the consumer; and
- (d) a statement that immigration matters are time-sensitive and the consumer should promptly seek the assistance of an immigration attorney, an accredited organization or other authorized immigration service provider. AIF/Figueredo shall include the list of BIA and pro-bono accredited organizations.
- (e) a notice that a monetary fund that has been created to compensate consumers who are entitled to a refund of their money.

38. Within ten (10) days of the Effective Date, AIF/Figueredo shall identify the files of

consumers who may have deadlines or pending hearing dates in their cases within thirty (30) days of the Effective Date. AIF/Figueroa shall contact these consumers by phone and give verbal notice of the information required by Paragraph 37 followed by the written notice.

39. AIF/Figueroa shall, within five (5) days of the Effective Date, forward the draft letter and the phone script as required by Paragraphs 37 and 38 along with translations of the letter and script, to the OAG for approval, which shall not be unreasonably withheld.
40. AIF/Figueroa shall not refer members to any attorneys. Upon the request of a member for a referral, AIF/Figueroa shall furnish the member with the list of BIA and pro-bono accredited organizations.

Signage

41. Within five (5) days of the Effective Date, AIF/Figueroa 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, AIF/Figueroa are no longer providing immigration services, and to recommend 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 AIF members.

Advertising

42. Within seven (7) days of the Effective Date, AIF/Figueroa 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 AIF/Figueroa advertised. Prior to mailing such notice, AIF/Figueroa shall submit it to the OAG for

approval, which shall not be unreasonably withheld.

43. Within two (2) days of the Effective Date, AIF/Figueroa shall also post signs alerting members that AIF/Figueroa are no longer providing immigration services and that they may file a complaint with the OAG if they believe they have been a victim of immigration fraud (attached as Exhibit A). The sign shall contain a contact number for the OAG where a member may file any complaint. AIF/Figueroa shall submit copies of the signs to be posted for approval to the OAG, which shall not be unreasonably withheld.

MONITORING

Record-Keeping and Reporting

44. For every reporting period (covers a quarterly period as of Effective Date), AIF/Figueroa shall submit to the OAG a sworn statement with supporting documentation certifying that they have complied with the provisions of this Assurance and setting forth the manner and extent of their compliance.

AIF/Figueroa shall maintain the following records during the duration of the Assurance:

- (a) All documents concerning the letter and other communication AIF/Figueroa have with customers as required by Paragraph 37 and Paragraph 38;
- (b) All documents concerning the posting and/or recording of any advertisement affected by the provisions in Paragraphs 41-43;
- (c) All documents concerning any individual complaints related to the provision of immigration services; and
- (d) All documents concerning any complaints alleging that AIF/Figueroa have engaged in unlawful practices or failed to comply with this Assurance.

Within thirty (30) days of the close of each Reporting Period, AIF/Figueroa shall also provide to the OAG written reports that include:

- (a) All documents concerning any individual complaints related to the provision of Immigration Services; and
- (b) All documents concerning any complaints alleging that AIF/Figueroa have engaged in unlawful practices or failed to comply with this Assurance.

45. For the duration of this Assurance, the OAG shall have the right to request, at any time, that AIF/Figueroa produce, within fourteen (14) days of the request, any document required to be maintained by AIF/Figueroa under this Assurance.

Penalties

46. If the OAG finds evidence that AIF/Figueroa failed to comply with the applicable laws or any provision of this Assurance, AIF/Figueroa shall pay a penalty to the OAG of \$5,000 for each instance of noncompliance, including but not limited to, failing to dissolve the named organizations in Paragraphs 32-35 or send letters to members as required by Paragraph 37 and an additional \$500.00 per day where instances of noncompliance are not rectified.

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

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

48. The OAG has agreed to the terms of this Assurance based on, among other things, the

representations made to the OAG by AIF/Figueroa and their counsel and OAG's own factual investigation as set forth in Findings 2-6 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.

49. Notwithstanding any provision of this Assurance to the contrary, the OAG may, in its sole discretion, grant written requests for extensions of time for AIF/Figueroa to comply with any provision of this Assurance upon a good-faith determination that AIF/Figueroa has not complied with this Assurance, which non-compliance the OAG will discuss and attempt to resolve with AIF/Figueroa in good-faith before making such determination.
50. 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.
51. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by AIF/Figueroa in agreeing to this Assurance.
52. 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.

53. If a court of competent jurisdiction determines that AIF/Figueredo has breached this Assurance, AIF/Figueredo 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.
54. 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.
55. 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.
56. This Assurance constitutes the entire agreement between AIF/Figueredo 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.
57. 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.
58. Nothing in this Assurance shall be construed to prevent any individual from pursuing any right or remedy under the law.
59. This Assurance may be executed in multiple counterparts, each of which shall be deemed a

duplicate original.

60. 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 from or control. No assignment by any party hereto shall operate to relieve such party of its obligations herewith.
61. AIF/Figueredo 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. AIF/Figueredo 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 AIF/Figueredo’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.
62. This Assurance may not be amended except by an instrument in writing signed on behalf of all the parties to this Assurance.
63. 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.
64. Any payments and all correspondence related to this Assurance shall reference the OAG Assurance Number AOD 10-039.

65. 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 AIF/Figueredo:

Michael F. Bachner
Bachner & Associates
26 Broadway, Suite 2310
Tel. (212) 344-7778
Fax (212) 344-7774

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

66. 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 AIF/Figueredo shall make no representation to the contrary.

67. 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
Bureau Chief, Civil Rights Bureau

By: 
SPENCER FREEDMAN
Counsel for Civil Rights

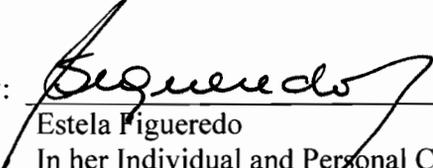
ELIZABETH DE LEÓN
Deputy Counselor
Civil Rights Bureau

SANDRA ABELES
Assistant Attorney General
Civil Rights Bureau

120 Broadway
New York, New York 10271
Phone: (212) 416-8250
Fax: (212) 416-8074

Dated: April 14, 2010

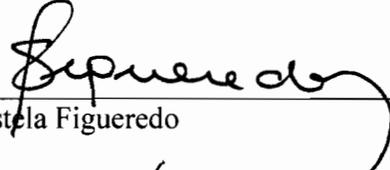
**ESTELA FIGUEREDO A/K/A STELLA
FIGUEREDO**

By: 
Estela Figueredo
In her Individual and Personal Capacity

Dated: April 6th, 2010

**AMERICAN IMMIGRANT
FEDERATION, INC.**

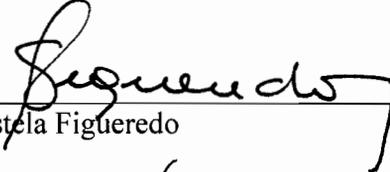
**AMERICAN LEGAL IMMIGRATION
SERVICES, INC., A/K/A AMERICAN
LEGAL IMMIGRANT SERVICES, INC.**

By: 

Estela Figueredo

Dated: April 6, 2010

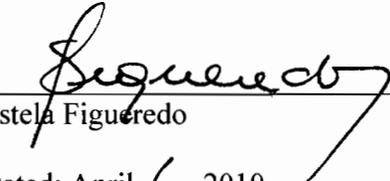
**AMERICAN IMMIGRANT SERVICES,
INC.**

By: 

Estela Figueredo

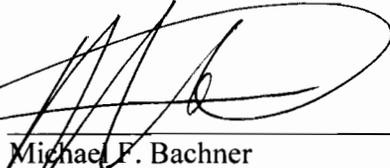
Dated: April 6, 2010

**AMERICAN IMMIGRANT
ADVERTISING AGENCY, INC., D/B/A
AMERICAN ADVERTISING AGENCY,
INC.**

By: 

Estela Figueredo

Dated: April 6, 2010

By: 

Michael F. Bachner
Counsel

Dated: April 6, 2010

EXHIBIT A

Signage requirement

(Sign to be posted in 60-point font or larger)

If you believe that you have been
a victim of
immigration fraud,
you may file a complaint
with the

New York State
Office of the Attorney General
Civil Rights Bureau
120 Broadway
New York, NY 10271
(866) 390-2992
www.ag.ny.gov

EXHIBIT B

**NOTICE OF MONETARY FUND FOR MEMBERS OF
AMERICAN IMMIGRANT FEDERATION**

The Office of the New York State Attorney General (“Attorney General”) has entered into a settlement with American Immigrant Federation (“AIF”) and Estela Figueredo (“Figueredo”) (collectively “AIF/Figueredo”). The settlement resolves the Attorney General’s investigation into allegations that AIF/Figueredo engaged in the unauthorized practice of the law and violated the laws governing immigration services providers. Under the terms of this settlement, a Monetary Fund has been established to compensate any current or former members who were subject to this conduct.

In order to be considered for compensation under this settlement, please submit any evidence of the following:

- (1) You paid fees for immigration services at AIF.
- (2) An affidavit, stating you believed AIF was authorized to provide you with legal advice on your immigration case and/or you believed you were meeting with attorneys at AIF.
- (3) Upon demand, AIF or someone acting on its behalf refused to provide you with copies of documents and forms filed on your behalf or your original documents in their possession.
- (4) AIF or someone acting on its behalf withheld monies for services not rendered.
- (5) AIF’s actions resulted in negatively impacting your immigration status.

If you believe that you meet the above-referenced criteria and would like to seek compensation pursuant to the Attorney General’s settlement, please contact:

New York State Office of the Attorney General
Civil Rights Bureau-Immigration Fraud
120 Broadway, 23rd Floor
New York, New York 10271
(866) 390-2992

The Attorney General is responsible for determining whether individuals are entitled to compensation and the amount to be provided to each person.

You must submit your claim and all supporting documentation by July 30, 2010