

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

In the Matter of:

THE INVESTIGATION BY ERIC T. SCHNEIDERMAN,
ATTORNEY GENERAL OF THE STATE OF NEW YORK,
OF

MISIDOR LLC and
MICHEL PIMIENTA

AOD No. 14-152

**ASSURANCE OF
DISCONTINUANCE
PURSUANT TO
EXECUTIVE LAW
63(15)**

In February 2013, the Office of the Attorney General of the State of New York (“OAG”) began to investigate, pursuant to the provisions of Section 63(12) of the New York State Executive Law, whether Misidor LLC (“Misidor”) and Michel Pimienta (“Pimienta,” and together with Misidor, “Respondents”) engaged in unlicensed tenant relocation and unlawful harassment against tenants in rent-regulated apartments in New York City, in violation of Article 12-A of the New York Real Property Law, N.Y. RPL § 440 *et seq.*; the New York Rent Stabilization Code, 9 N.Y.C.R.R. § 2525.5; and the New York City Tenant Protection Act, N.Y.C. Admin. Code § 27-2005.

Respondents operate a “tenant relocation” business through which they are hired by landlords and other clients to persuade rent-regulated and other below-market-rate tenants to terminate their tenancies and vacate their apartments in exchange for a payment and assistance with relocation. Until it was taken down in May 2014, Misidor’s website stated that Respondents could vacate and relocate tenants from rent-regulated apartments so that its clients, “real estate owners and managers,” could “realize the highest possible returns from their assets” by re-leasing the apartments at a much higher market rate. The OAG reviewed information indicating that while state law requires that

all persons engaged in the business of tenant relocation must be licensed as real estate brokers, Respondents are not licensed real estate brokers and, for over a decade, have engaged in an unlicensed tenant-relocation business. In addition, the OAG received and reviewed information from multiple complainants indicating that Respondents have engaged in unlawful harassment in their efforts to cause rent-regulated and other below-market-rate tenants to vacate their apartments.

This Assurance of Discontinuance contains the OAG's findings in connection with its investigation of Respondents and the resolution agreed to by the OAG and Respondents (together, the "Parties").

I.
DEFINITIONS

1. As used throughout this Assurance of Discontinuance, the terms set forth below shall mean as follows:
 - a. "Assurance" means this Assurance of Discontinuance.
 - b. "Effective Date" means the date that this Assurance is signed into effect by an authorized representative of the OAG.
 - c. "OAG" means Office of the Attorney General of the State of New York.
 - d. "Parties" means the OAG and Respondents.
 - e. "Misidor" means Misidor LLC.
 - f. "Pimienta" means Michel Pimienta.
 - g. "Respondents" means Misidor and Pimienta.

II. FINDINGS

A. Applicable Laws

2. The New York Real Property Law provides that no person “shall engage in or follow the business or occupation of, or hold himself . . . out . . . as a real estate broker . . . in this state without first procuring a license therefor.” N.Y. RPL § 440-a. A “real estate broker” includes a person who “for another and for a fee . . . offers or attempts to negotiate a sale . . . of an estate or interest in real estate . . . or is engaged in the business of a tenant relocater.” § 440(1). A “tenant relocater,” in turn, includes a person who “for another and for a fee . . . supervises, organizes, arranges, coordinates, handles or is otherwise in charge of or responsible for the relocation of commercial or residential tenants from buildings or structures that are to be demolished, rehabilitated, remodeled or otherwise structurally altered.” § 440(4).
3. The New York Real Property Law further provides that no person “shall engage in or follow the business or occupation of, or hold himself . . . out or act temporarily or otherwise as a . . . real estate salesman . . . in this state without first procuring a license therefor.” N.Y. RPL § 440-a. A “real estate salesman” includes a person who is “associated with a licensed real estate broker to . . . negotiate the purchase or sale . . . of real estate . . . or to lease or rent or offer to lease, rent or place for rent any real estate.” § 440(3). In addition, a real estate salesman may only be compensated by a “duly licensed real estate broker with whom he is associated.” § 442-a.

4. The New York Rent Stabilization Code makes it “unlawful for any owner or any person acting on his or her behalf, directly or indirectly, to engage in any course of conduct . . . which interferes with, or disturbs, or is intended to interfere or disturb the privacy, comfort, repose or quiet enjoyment of the tenant . . . or is intended to cause the tenant to vacate [his or her] housing accommodation or waive any right under this Code.” 9 N.Y.C.R.R. § 2525.5.
5. The New York City Tenant Protection Act provides that “[t]he owner of a dwelling shall not harass any tenants or persons lawfully entitled to occupancy of such dwelling.” N.Y.C. Admin. Code § 27-2005. The term “harassment” means “any act or omission by or on behalf of an owner that (i) causes or is intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy, and (ii) includes . . . [among other types of enumerated conduct] repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such dwelling unit and that cause or are intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy.” § 27-2004(a)(48).

B.
Background

6. Misidor is a domestic corporation with its principal place of business located at 174 Fifth Ave. #301, New York, New York. As of May 2014, Misidor’s website advertised that it “helps management companies and property owners to buy out and relocate low-rent tenants” and “identify and vacate illegal tenants.” The

- website further stated that Misidor “is familiar with the necessary legal procedures for investigations” and “is able to isolate any illegal tenant activity.” Although its website was temporarily taken down in May 2014, Misidor continues to operate a tenant relocation business.
7. Pimienta is the sole owner and employee of Misidor. Pimienta’s website at BSD Equities Worldwide LLC (“BSD Equities”), a real estate broker with whom he is associated, states that he “specializes in Tenant Buyout, Tenant Relocation and Real Estate Acquisitions for the New York Metropolitan Area.”
 8. Respondents have been in the tenant-relocation business for over ten years, and Misidor’s website advertised that as of May 2014 it had “relocated hundreds of tenants” in New York City alone. Respondents’ records indicate that they negotiate tenant buyouts with a success rate of approximately 50%, far in excess of the average housing turnover rate in New York City, let alone the rent-regulated housing turnover rate.

C.
Violations of Law

9. Respondents violated the New York Real Property Law by engaging in a tenant-relocation business without a real-estate broker’s license. Although Pimienta has provided tenant-relocation services on behalf of Misidor for over ten years, neither Pimienta nor Misidor has ever procured a real-estate broker’s license.
10. Pimienta has further violated the New York Real Property Law by negotiating the sale and rental of real estate without a real-estate salesperson’s license. Pimienta permitted his real-estate salesperson’s license to lapse between June 2012 and

2014, but he continued to act as a real-estate salesperson, and also as a tenant relocater, during that time.

11. Pimienta has further violated the New York Real Property Law by receiving compensation from persons other than the licensed real-estate broker with whom he is associated. Pimienta's real-estate salesperson's license lists BSD Equities as the associated real-estate broker. According to Pimienta's testimony, however, the vast majority of tenant-relocation services that Pimienta provided were not provided in association with BSD Equities, but rather were provided in association with Misidor. Pimienta was not compensated for these services by BSD Equities, but rather was compensated by the clients who retained Misidor.
12. Respondents violated the New York Rent Stabilization Code and the New York City Tenant Protection Act by engaging in harassment of rent-regulated tenants. Respondents exploited dangerous conditions and uncorrected housing code violations in buildings where they provided tenant-relocation services, often warning tenants that the hazardous conditions would not be repaired and repeatedly urging tenants to accept buyout offers. Respondents also made persistent and unwanted contact with numerous tenants, even after tenants had indicated that they did not want to be contacted.
13. Respondents' conduct has resulted in multiple complaints from tenants, and more generally has caused tenants to feel intimidated, harassed, disconcerted, and confused, and has interfered with their quiet enjoyment of their apartments. For example, the OAG received information indicating that Pimienta, while providing tenant-relocation services in a building with extreme and unresolved hazardous

conditions in rent-regulated apartments, falsely accused rent-regulated tenants of having violated their leases and threatened such tenants with eviction, followed a rent-regulated tenant to work, interrogated a tenant's colleagues without consent, and told a tenant that "life would be uncomfortable" if the tenant refused to vacate. Similarly, the OAG received information indicating that Pimienta, while providing tenant-relocation services in another building with serious maintenance problems, arrived unannounced at rent-regulated tenants' apartments, shouted at and made repeated and unwanted buyout offers to rent-regulated tenants, told rent-regulated tenants that no future repairs would be made in the building, and told a rent-regulated tenant to vacate because "the building is falling apart and is not safe." Viewed in the aggregate, this and other information reviewed during the OAG's investigation reveals that Respondents engaged in a pattern of unlawful harassment.

III. PROSPECTIVE RELIEF

WHEREAS, Respondents are subject to Article 12-A of the New York Real Property Law, N.Y. RPL § 440 *et seq.*; the New York Rent Stabilization Code, 9 N.Y.C.R.R. § 2525.5; and the New York City Tenant Protection Act, N.Y.C. Admin. Code § 27-2005, which prohibit Respondents' conduct as described herein;

WHEREAS, New York State Executive Law § 63(12) prohibits repeated or persistent illegal acts in the transaction of business;

WHEREAS, the OAG seeks to protect rent-regulated and other tenants from harassment, and to prevent the operation of unlicensed tenant-relocation businesses;

WHEREAS, Respondents have engaged in unlicensed tenant-relocation business and have targeted rent-regulated and other low-rent tenants with harassment;

WHEREAS, Respondents have cooperated with the OAG's investigation by producing relevant information and providing sworn testimony, and have agreed to continue to work cooperatively with the OAG;

WHEREAS, Respondents neither admit nor deny the OAG's Findings set forth in Paragraphs 2–13;

WHEREAS, Respondents desire to avoid the expense of further investigation and litigation;

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 Respondents; 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 Respondents and the OAG as follows:

IV.
GENERAL INJUNCTION

14. Respondents agree to comply fully with the obligations and conditions of Article 12-A of the New York Real Property Law, N.Y. RPL § 440 *et seq.*; the New York Rent Stabilization Code, 9 N.Y.C.R.R. § 2525.5; and the New York City Tenant Protection Act, N.Y.C. Admin. Code § 27-2005.

V.
LICENSURE

15. Respondents shall immediately cease and desist from engaging in or following the business or occupation of, or holding themselves out or acting temporarily or otherwise as tenant relocators. Respondents shall not resume any of the conduct described in this paragraph until the later of: (1) one year after the Effective Date or (2) Respondents' satisfaction of all the requirements set forth in Paragraph 16 of the Assurance.
16. If Respondents intend to resume any of the conduct described in Paragraph 15, Respondents must apply for and obtain a license to work as a real-estate broker in the State of New York. Any such application must make reference to and enclose a copy of the Assurance. Upon receipt of a New York State real-estate broker's license, Respondents shall furnish to the OAG within seven business days proof of such license provided by the New York State Division of Licensing Services. Respondents may not resume any of the conduct described in Paragraph 15 of the Assurance until the OAG has confirmed receipt of such proof of license.

VI.
POLICIES AND PROCEDURES

17. No more than two months after receipt of a New York State real-estate broker's license, Respondents shall create and implement a policy governing the procedures for providing tenant buyout and relocation services, subject to the reasonable approval of the OAG.
18. The policy referenced in Paragraph 17 shall require that:

- a. Respondents shall be in possession of a valid license to work as a real-estate broker in New York State as long as they are engaged in tenant-relocation business in New York State.
- b. Any person working for Respondents as a real estate salesperson shall at all times be in possession of a valid license to work as a real estate salesperson in New York State, and shall be compensated only by a duly licensed real-estate broker with whom they are associated.
- c. Respondents shall be responsible for the supervision and control of activities conducted in the name of Misidor. Respondents must extend and provide necessary training, supervision and control over licensed and non-licensed services being provided to consumers on behalf of Misidor or on behalf of its brokers or salespeople by unlicensed assistants.
- d. Respondents shall not harass, intimidate, or disturb the privacy, comfort, repose or quiet enjoyment of tenants.
- e. Pimienta shall not act as an attorney, nor shall he expressly or implicitly hold himself out to be an attorney or to have knowledge concerning legal procedures or the ability to identify illegal tenancies.
- f. Pimienta shall not act as a private investigator, nor shall he expressly or implicitly hold himself out to be a private investigator in New York State without first obtaining a New York State license to work as a private investigator.

19. Before Respondents provide tenant-relocation services in any building, a notice must be posted on each floor of the building occupied by tenants and in a public

and prominent area of the building lobby: (1) stating that Respondents will be present in the building in order to provide tenant buyout and relocation services; (2) listing the approximate dates during which Respondents will be present in the building; (3) listing the names and contact information of the persons who will be working in the building for Respondents; (4) stating that no tenant is obligated to interact with Respondents or accept buyout or relocation services from Respondents; and (5) stating that any complaints concerning Respondents can be reported to the New York State Office of the Attorney General, Civil Rights Bureau, at (212) 416-8250 or Civil.Rights@ag.ny.gov. The notice shall be subject to the review and approval of the OAG, which shall not be unreasonably withheld. The notice shall remain posted during the time period in which Respondents provide tenant-relocation services.

20. The policy referenced in Paragraph 17 shall set forth a list of best practices to be adopted by Respondents, including at least that:

- a. No person providing tenant relocation services on behalf of Respondents, including Pimienta, may use any alias when providing such services.
- b. If Respondents determine that a landlord has permitted hazardous conditions to persist in a building, including but not limited to buildings with open Class B or Class C violations under the New York City Housing Maintenance Code, N.Y.C. Admin. Code § 27-2001 *et seq.*, Respondents shall not provide tenant-relocation services to such landlord, except to the extent that such services are expressly requested by a tenant.

- c. When providing tenant-relocation services in buildings that are undergoing construction, renovation, or repairs, Respondents shall not make any representations to tenants with regard to the effects of such construction, renovation, or repairs, or any hazardous conditions resulting therefrom, on tenants.
- d. Respondents shall not provide replacement keys to tenants. If Respondents are present at a key-replacement meeting, the information set forth in Paragraph 19 shall be disclosed to tenants before such meeting.
- e. Respondents shall not make any representations to a tenant concerning the legality of a lease or tenancy. Respondents shall refer any inquiries by a tenant concerning the legality of a lease or tenancy to the landlord or its counsel, and shall inform the tenant that he is not an attorney and is not able to make determinations of legal issues.

VII.
RECORD KEEPING AND MONITORING

21. For the term of the Assurance, Respondents shall retain all records relating to their obligations hereunder. Respondents shall also create and maintain for the term of the Assurance records of:
- a. the name and contact information of each client, whether landlord or tenant, by whom Respondents are retained to provide tenant-relocation services, as well as the name and contact information of any client whose request for tenant-relocation services Respondents deny pursuant to Paragraph 20(b);

- b. the address of each building in which Respondents provide tenant-relocation services;
 - c. the name and contact information of each tenant to whom Respondents offer a buyout and/or relocation assistance, including whether the tenant accepts the services offered;
 - d. for each tenant to whom Respondents offer a buyout and/or relocation assistance, a brief description of each communication made from Respondents to such tenant or any roommate, family member, colleague, or other associate of such tenant, including the date, manner, and a summary of the substance of the communication; and
 - e. for each buyout completed, a surrender agreement or other document stating the date of the buyout, tenant name, building address, unit number, and consideration paid for the buyout.
22. The OAG shall have the right to review and copy any records, upon request, maintained pursuant to Paragraph 21.
23. Respondents shall make a quarterly report to the OAG on its progress in fulfilling the requirements of the Assurance. Each such report shall:
- a. list any complaints against Respondents by tenants or landlords, including the name and contact information of the complainant and a summary of the complaint;
 - b. list any civil or criminal complaints filed against Respondents with a court or law enforcement agency;

- c. attach proof of a valid and current New York State real estate broker's license; and
 - d. attach proof of completion of any required continuing education, including required education pertaining to harassment, fair housing, or discrimination in the sale or rental of real property.
24. Respondents shall submit the first report pursuant to Paragraph 23 six (6) months after the Effective Date and shall submit additional reports every three (3) months thereafter.
25. Should a review of the documents produced by Respondents indicate that Respondents have materially violated this Assurance, the OAG shall notify Respondents of such violation in writing after which Respondents shall have thirty (30) days to cure the violation. Should the OAG determine, consistent with applicable law, that Respondents have materially violated this Assurance and failed to take all reasonable efforts to cure in thirty (30) days, Respondents agrees to pay \$1,000 in liquidated damages, separate and apart from any other applicable penalty or damages, for each violation of the Assurance.

VIII.
MONETARY RELIEF

26. In consideration of the making and execution of this Assurance, and pursuant to the schedule set forth in Paragraph 27, Respondents agree that they will pay to the State of New York \$40,000 in penalties, fees, and costs.
27. Respondents shall pay to the State of New York the monetary relief described in Paragraph 26 in accordance with the following schedule:

- a. No later than five (5) business days after the Effective Date, Respondents shall submit a payment of \$10,000.
- b. No later than three (3) months after the Effective Date, Respondents shall submit a payment of \$20,000.
- c. No later than nine (9) months after the Effective Date, Respondents shall submit a payment of \$10,000.

28. All payments will be made by certified or bank check, bearing the AOD No. 14-152 payable to: “New York State Department of Law” and forwarded to:

Office of the New York State Attorney General
Civil Rights Bureau
120 Broadway
New York, New York 10271
Attn: Mayur Saxena
Assistant Attorney General

29. Upon the execution of this Assurance, Respondents shall also execute a confession of judgment that stipulates to this debt, the form of which is attached to this Assurance as Exhibit A.

IX.
SCOPE OF THE ASSURANCE, JURISDICTION, AND
ENFORCEMENT PROVISIONS

30. The OAG has agreed to the terms of this Assurance based on, among other things, the representations that Respondents made to the OAG and the OAG’s own findings from the factual investigation as set forth in Paragraphs 2–13 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.

31. This Assurance shall expire three (3) years after the Effective Date, except that the OAG may, in its sole discretion, extend the Assurance term upon a good-faith determination that Respondents have not complied with this Assurance, which non-compliance the OAG shall discuss and attempt to resolve with Respondents in good faith before making such determination.
32. No representation, 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.
33. Upon execution by the Parties to this Assurance, the OAG shall discontinue the instant investigation except as otherwise related to the enforcement of the terms of this Assurance.
34. This Assurance binds Respondents and its principals, directors, beneficial owners, officers, shareholders, successors, assigns, “d/b/a” companies, subsidiaries, affiliates, and any other business entities whom any such individuals may hereafter form or control.
35. 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 agree not to take any action or make any statement denying, directly or indirectly, the propriety of this Assurance or expressing the view that this Assurance is without factual basis. Nothing in this Paragraph affects Respondents’ (i) testimonial obligations or (ii) right to take legal or factual positions in defense of litigation or other legal proceedings to which the OAG is not a party. This Assurance is not intended for use by any third

- party in any other proceeding and is not intended, and should not be construed, as an admission of liability by Respondents.
36. This Assurance may not be amended except by an instrument in writing signed on behalf of all the Parties to this Assurance.
37. 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.
38. 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 OAG such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.
39. To the extent not already provided under this Assurance, Respondents agree to, upon request by the OAG, provide all documentation and information necessary for the OAG to verify compliance with this Assurance.
40. All notices, reports, requests, and other communications to any party pursuant to this Assurance shall be in writing and shall be directed as follows:

Office of the Attorney General
Mayur Saxena
Assistant Attorney General
Civil Rights Bureau
Office of the New York State Attorney General
120 Broadway, 3rd Floor
New York, New York 10271
Tel.: (212) 416-8250
Fax: (212) 416-8074
Email: Civil.Rights@ag.ny.gov

Misidor LLC. and Michel Pimienta

Michel Pimienta
303 East 57th St., #21B
New York, NY 10022
michel@misidor.com

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

41. 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 Respondents shall make no representation to the contrary.
42. Pursuant to New York State Executive Law § 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 OAG.
43. If a court of competent jurisdiction determines that Respondents has breached this Assurance, Respondents 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.
44. 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 the OAG 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,

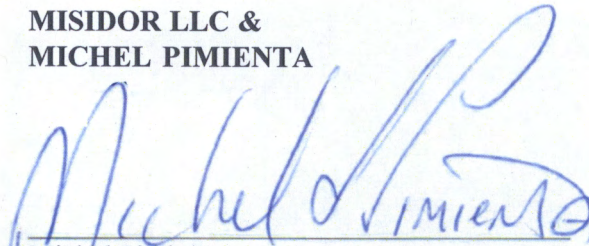
documents or other materials produced or provided by Respondents prior to or after the date of this Assurance.

45. 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 New York State 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 laws principles.
46. Nothing contained herein shall be construed so as to deprive any person of any private right under the law.

IN WITNESS THEREOF, this Assurance is executed by the Parties hereto on October 23, 2014:

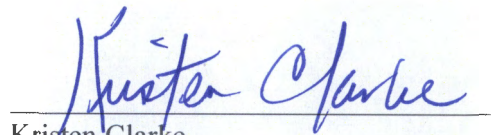
**MISIDOR LLC &
MICHEL PIMIENTA**

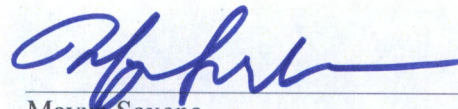
By:


Michel Pimienta

ERIC T. SCHNEIDERMAN
Attorney General of the State of New York

By:


Kristen Clarke
Bureau Chief
Jessica Attie
Special Counsel for Civil Rights


Mayur Saxena
Assistant Attorney General

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

EXHIBIT A

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

PEOPLE OF THE STATE OF NEW YORK BY ERIC T.
SCHNEIDERMAN, ATTORNEY GENERAL OF THE
STATE OF NEW YORK,

Plaintiff,

v.

MISIDOR LLC and
MICHEL PIMIENTA,

Defendants.

Index No.

**AFFIDAVIT FOR
JUDGMENT BY
CONFESSION**

STATE OF NEW YORK :
: SS.:
COUNTY OF NEW YORK :

Michel Pimienta, being duly sworn, deposes and says:

1. I am the principal and owner of Misidor LLC, defendant in the above-captioned action.

2. I currently reside at 303 East 57th Street #21B, New York, New York and authorize entry of judgment in New York County.

3. I, on behalf of defendants in the above entitled action, confess judgment in this court in favor of the plaintiff, State of New York, for the sum of forty thousand (\$40,000) dollars plus interest and costs, and hereby authorize the plaintiff or his/her heirs, executors, administrators, or assigns to enter judgment for that sum against me.

4. This confession of judgment is for a debt justly due to the plaintiff arising out of the following facts: the New York State Attorney General's Office conducted an investigation into defendants' business practices and found that defendants had engaged in unlicensed tenant relocation and tenant harassment. Defendants entered into an Assurance of Discontinuance (AOD No. 14-152) to resolve the investigation and, in addition to certain injunctive relief, agreed to pay the sum of \$40,000 as monetary relief.

5. This confession of judgment is not for the purpose of securing the plaintiff against a contingent liability.

Michel Pimienta

Sworn to before me this
_____ day of _____, 20__

Notary Public