

ATTORNEY GENERAL OF THE STATE OF NEW YORK
CIVIL RIGHTS BUREAU

In the Matter of:

MARY DISERIO and
IMMIGRATION SOLUTIONS AND SYSTEMS, INC.

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

AOD 09-119

WHEREAS, pursuant to the provisions of New York State Executive Law § 63(12), Andrew M. Cuomo, Attorney General of the State of New York, has conducted an investigation into the policies, procedures, and practices of Mary DiSerio and Immigration Solutions and Systems, Inc. (collectively referred to as “Respondents”) regarding allegations that Respondents 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;

WHEREAS, Respondent Mary DiSerio is an individual who resides in New York and conducts a business at 304 Park Avenue South, Suite 1118, New York, New York under the name Immigration Solutions and Systems, Inc.;

WHEREAS, Respondent Immigration Solutions and Systems, Inc. is an S-corporation based in New York and registered as such with the New York State Department of State;

WHEREAS, Respondents are primarily engaged in the business of providing services, for a fee, to individuals who reside in New York City, including, but not limited to, immigration-related services;

WHEREAS, New York State General Business Law § 460-a et seq. requires immigrant assistance service providers to comply with certain requirements and prohibits these providers from engaging in the unauthorized practice of the law;

WHEREAS, New York State Judiciary Law § 478 prohibits individuals from practicing or appearing as attorneys-at-law without being admitted and registered;

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

WHEREAS, Respondents are subject to the above-referenced statutes;

WHEREAS, New York State General Business Law § 349 authorizes the Attorney General to bring an action against businesses engaged in deceptive acts or practices;

WHEREAS, New York State General Business Law § 460-h authorizes the Attorney General to bring an action against businesses that fail to comply with the requirements of New York State General Business Law §§ 460-a through 460-j;

WHEREAS, New York State Judiciary Law § 476-a authorizes the Attorney General to bring an action against individuals and businesses that engage in the unauthorized practice of the law;

WHEREAS, New York State Executive Law § 63(12) authorizes the Attorney General to bring an action against individuals and businesses that engage in illegality and/or fraud;

WHEREAS, the parties desire to obviate the need for further investigation or litigation, and it is expressly understood that, with respect to the investigation of the Office of the Attorney General (“OAG”), this is a compromise settlement entered into solely for the purposes of avoiding the expense and inconvenience of further investigation and litigation;

WHEREAS, in consideration of the covenants and understandings set forth herein and intending to be legally bound thereby, the parties hereby agree as follows:

PART ONE: DEFINITIONS

1. As used throughout this Assurance of Discontinuance, the terms set forth below shall mean as follows:
 - (a) “Advertisement” means any written or oral communication made by or on behalf of Respondents about Respondents’ Immigration Services, including, but not limited to, print, television, radio, and internet.
 - (b) “Assurance” means this Assurance of Discontinuance.
 - (c) “Effective Date” means the date this Assurance is executed by the parties hereto.
 - (d) “Employee” means any owner, shareholder, partner, officer, employee, agent, associate, independent contractor, or representative of Respondents.
 - (e) “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.
 - (f) “Including” means including but not limited to.
 - (g) “Respondents” means Mary DiSerio and Immigration Solutions and Systems, Inc., and all of their owners, officers, employees and agents.

- (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. “All” means “any and all” and “any” means “any and all.”
 - ii. “Day” refers to a calendar day, not a business day.
 - iii. The singular of any word includes the plural; the plural of any word includes the singular.

PART TWO: ATTORNEY GENERAL’S INVESTIGATION AND FINDINGS

2. New York State residents seeking assistance in immigration matters may retain the services of a licensed attorney or, alternatively, retain the services of non-attorneys, also known as “immigrant assistance service providers.”
3. Immigrant assistance service providers 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 the ability to handle immigration matters. As a result, the statute only allows non-attorneys to provide 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 providers to comply with certain advertising, signage and surety requirements, as well as provide consumers with written contracts.
4. Non-attorney immigrant assistance service providers 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 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. 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 United States Board of Immigration Appeals (“BIA”) as defined in 8 C.F.R. §§ 103.2 and 292.1 may file Form G-28. An individual can 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 the 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.

6. The OAG received complaints that Respondents are engaged in unlawful business practices, including the unauthorized practice of law, in representing individuals in immigration-related legal filings and proceedings before the USCIS.
7. As a result, the OAG commenced an investigation of Respondents' policies, procedures and practices in providing services to the public by, among other things, questioning Respondent Mary DiSerio and reviewing Respondents' documents, including client files.
8. Respondent DiSerio is officially registered with the Department of State through her corporation Respondent Immigration Solutions and Systems, Inc. to provide general business services in New York State, such as assisting customers in completing immigration forms and other documents for submission to the federal immigration agencies.
9. Respondent DiSerio is not, however, licensed to practice law in the State of New York, nor is she authorized or accredited to represent anyone on immigration related matters before any state or federal agency, including the USCIS. Nonetheless, Respondent DiSerio represented to individuals that she could provide immigrant assistant services in proceedings before the USCIS.
10. As a result of the above representations, individuals paid Respondents advance fees for these services. The fees ranged from \$750 to \$1,250 depending on the immigration forms to be completed and filed.
11. In addition, Respondent DiSerio repeatedly filed USCIS Form G-28 without being an attorney or a representative of an organization accredited by the BIA to appear before the USCIS. As of March 13, 2007, Respondents had filed many Form G-28s associated with many applications or petitions. The USCIS notified Respondent DiSerio, via certified mail, of her ineligibility to practice before the USCIS but did not receive a formal response.
12. The OAG's investigation confirmed that, in violation of General Business Law §§ 460-b through 460-g and the Judiciary Law § 478, Respondents 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 a certain immigration benefit and advising individuals on the best course of action for their immigration matters. In fact, Respondent DiSerio did

file USCIS Form G-28 for each individual that used her immigration assistance services and filed immigration forms with the USCIS.

13. In addition, the OAG's investigation revealed that Respondents failed to comply with the requirements of providing immigrant assistance services as required by the N.Y. Gen. Bus. Law §§ 460-b – 460-g.
14. Respondents repeatedly failed to provide customers with written contracts that include disclosures and information required by N.Y. Gen. Bus. Law § 460-b. Specifically, the law requires contracts to include, in both English and the language understood by the customer, an itemization of all services to be provided and its fees, and informing individuals of their right to cancel the contract within three business days without any penalties or fees.
15. Respondents also failed to display signs in their place of business, as required by N.Y. Gen. Bus. Law § 460-c, alerting individuals of their right to cancel the contract within three business days without penalty; and alerting individuals that Respondent Mary DiSerio is not an attorney, cannot provide legal advice, and is not authorized to represent individuals before immigration authorities. Respondents failed to display these signs in English and in other languages Respondents used to provide Immigration Services as required by law.
16. Respondents 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 N.Y. Gen. Bus. Law § 460-g.
17. Respondents also failed to provide individuals with copies of every document filed on their behalf with immigration authorities as required by N.Y. Gen. Bus. Law § 460-e(7).

Based on the foregoing, the OAG has concluded that there is sufficient evidence to support a claim that Respondents violated New York General Business Law, New York Judiciary Law, and New York Executive Law.

IT NOW APPEARING THAT Respondents desire to settle and resolve the issues raised by the investigation without admitting or denying the OAG's findings, Respondents and the OAG hereby enter into this Assurance.

**PART THREE: INJUNCTIVE RELIEF
AND REFERRAL OF CURRENT CUSTOMERS**

18. Respondents 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.

19. Within thirty (30) days of the Effective Date, Respondents shall send a letter to all of their Immigration Services customers within the past three years. The letter shall include the following:
 - (a) a statement that the OAG has entered into an agreement with Respondents;
 - (b) a statement that Respondents have agreed to stop offering and providing Immigration Services effective immediately;
 - (c) a statement that the customer may visit Respondents' offices to collect their files or they may request that Respondents, at Respondents' expense, mail the files to the customer; and
 - (d) a statement that immigration matters are time-sensitive and customers should promptly seek the assistance of an immigration attorney or other authorized immigrant service provider.
20. Respondents shall identify the files of customers who may have developments in their cases within thirty (30) days and contact these customers by phone in addition to the letter required by Paragraph 20. Respondents shall draft and use a script that is subject to OAG approval, which shall not be unreasonably withheld.

PART FOUR: SIGNAGE

21. Within ten (10) days of the Effective Date, Respondents 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, Respondents are no longer providing Immigration Services, and to recommend that individuals should contact an authorized immigration service provider or an immigration attorney. The sign shall be no smaller than 18" x 22" and in 60 point type.

PART FIVE: ADVERTISING

22. Within ten (10) days of the Effective Date, Respondents shall revise any written and/or oral advertisements, whether in English or any other language in which Respondents advertise, and remove any reference to Respondents' Immigration Services.
23. Respondents shall submit all revised advertisements to the OAG for approval prior to publication, which shall not be unreasonably withheld.

PART SIX: MONITORING

24. If the OAG finds evidence that Respondents failed to comply with the applicable laws or

any provision of this Assurance, Respondents shall pay a penalty to the OAG of \$1,000 for each instance of noncompliance.

25. Individuals may submit complaints alleging that Respondents have engaged in unlawful conduct or failed to comply with applicable laws. If an individual brings such a complaint directly to Respondents, Respondents shall forward the complaint to the OAG for investigation.

PART SEVEN: RECORD-KEEPING AND REPORTING

26. Within thirty (30) days of the Effective Date, Respondents shall submit to the OAG a sworn statement with supporting documentation certifying that Respondents have complied with the provisions of this Assurance and setting forth the manner and extent of their compliance.
27. Respondents shall maintain the following records during the duration of the Assurance:
 - (a) All documents concerning the letter and other communication Respondents have with customers as required by Paragraphs 19 and 20;
 - (b) All documents concerning the posting and/or recording of any advertisement affected by the provisions of Part Five;
 - (c) All documents concerning any individual complaints related to the provision of Immigration Services; and
 - (d) All documents concerning any complaints alleging that Respondents have engaged in unlawful practices or failed to comply with this Assurance.
28. Within thirty (30) days of the close of each Reporting Period, Respondents shall 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 Respondents have engaged in unlawful practices or failed to comply with this Assurance.
29. At any time during the duration of this Assurance, the OAG shall have the right to request that Respondents produce, within 14 days of the request, any document required to be maintained by Respondents under this Assurance.

PART EIGHT: MONETARY RELIEF

30. Respondents shall pay the OAG a total of \$45,000. Initial payment of \$15,000 will be made within thirty (30) days of the Effective Date. Respondents shall pay the balance of \$30,000 in two equal payments of \$15,000. First payment of \$15,000 shall be made within seven (7) months of the Effective Date and final payment shall be made within thirteen (13) months of the Effective Date. Payment shall be made by certified check issued to the State of New York and forward to Alphonso David, Bureau Chief for Civil Rights, Office of the Attorney General, 120 Broadway, New York, NY 10271.

**PART NINE: SCOPE OF THE ASSURANCE, JURISDICTION,
AND ENFORCEMENT PROVISIONS**

31. This Assurance will expire three years after the Effective Date.
32. Notwithstanding any provision of this Assurance to the contrary, the OAG may, in its sole discretion, grant written extensions of time for Respondents to comply with any provision of this Assurance.
33. 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.
34. 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.
35. 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.
36. 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.
37. This Assurance constitutes the entire agreement between Respondents 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.

38. 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.
39. Nothing in this Assurance shall be construed to prevent any individual from pursuing any right or remedy under the law.
40. This Assurance may be executed in multiple counterparts, each of which shall be deemed a duplicate original.
41. This Assurance is final and binding on the parties, including principals, agents, representatives, successors in interest, assigns, and legal representatives thereof. No assignment by any party hereto shall operate to relieve such party of its obligations herewith.
42. Respondents 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 Respondents' (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.
43. Any payments and all correspondence related to this Assurance shall reference OAG Assurance Number AOD 09- 119 .
44. 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 Attorney General:
Elizabeth De León
Civil Rights Bureau
Office of the NYS Attorney General
120 Broadway, 3rd Floor
New York, New York 10271
Tel. (212) 416-8250
Fax (212) 416-8074

Respondents:
Lynsey A. Johnson
Fox and Fox LLP
Attorneys at Law
70 South Orange Avenue
Livingston, New Jersey 07039
Tel. (973) 597-0777
Fax (973) 597-0884

IN WITNESS THEREOF, the undersigned subscribe their names:

Dated: New York, New York
July 5, 2009

MARY DISERIO

By: 
Mary DiSerio

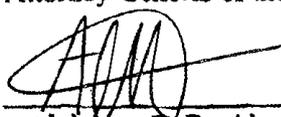
IMMIGRATION SOLUTIONS AND SYSTEMS,
INC.

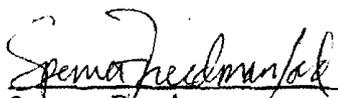
By: Mary DiSerio President

CONSENTED TO:
Dated: New York, New York
~~July 20~~, 2009

August

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

By: 
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