

ATTORNEY GENERAL OF THE STATE OF NEW YORK
WESTCHESTER REGIONAL OFFICE

In the Matter of

Assurance No. 23-039

**Investigation by LETITIA JAMES,
Attorney General of the State of New
York, of Jacquelin Mercado,**

Respondent.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation pursuant to Executive Law § 63(12) into Jacquelin Mercado’s (hereinafter “Respondent”) compliance with certain provisions of General Business Law (hereinafter “GBL”) Article 28-C. This Assurance of Discontinuance (“Assurance”) contains the findings of the OAG’s investigation, and the relief agreed to by the OAG and the Respondent (collectively “the Parties”).

OFFICE OF ATTORNEY GENERAL FINDINGS

1. Respondent has provided immigrant assistance sufficient to be deemed an immigrant assistant service provider as defined by GBL § 460-a (1) and (2). Respondent’s business addresses are 50 Nepperhan Street, Yonkers, New York 10701, and 27 Ludlow Street, Apt. 1E, Yonkers, NY 10705.
2. Respondent provides immigrant assistance services as defined in GBL § 460-a (1).
3. In October 2022, the OAG served a subpoena duces tecum upon Respondent seeking copies of documents related to their practice as an immigrant assistance service provider and their compliance with the requirements of GBL Article 28-C.
4. Respondent complied with the subpoena duces tecum and the OAG reviewed the documentation provided by Respondent.

Contract Violations Pursuant to GBL § 460-b:

5. The contract used by Respondent in transacting immigrant assistance services with customers lacks language required by GBL Article 28-C. The Respondent's contract:

- a. has failed to include the notice of a customer's right to cancel its written contract, as required by GBL § 460-b (2), along with the statement:

You may cancel this contract at any time. You have three (3) business days to cancel this contract without fee or penalty and get back any fees that you have already paid. Notice of cancellation may be made by completing the cancellation form included in this contract, or otherwise notifying the provider in writing and delivering such form or notification to the provider in person or by United States mail to (specify address). If you cancel this contract, you will get back any documents you submitted to the provider

as required by GBL § 460-b (3)(f).

- b. has failed to include an itemization of all services to be provided to the customer, as well as fees and costs to be charged to the customer for each service, as required by GBL § 460- b(3)(b).
- c. has failed to include a statement that the provider may not retain any of the original documents required to be submitted in connection with an application for any reason, including failure of the customer to pay fees or costs or other fee disputes, as required by GBL § 460-b(3)(c).
- d. has failed to include a statement that the provider shall give the customer a copy of each document prepared with the provider's assistance, as required by GBL § 460-b(3)(d).
- e. has failed to include a statement that the customer is not required to obtain supporting documents through the immigrant assistance service provider and may

obtain such documents himself or herself, along with the statement, "The US government provides information on required forms and documentation for free online and by phone," as required by GBL § 460-b(3)(e).

- f. has failed to include a Cancellation Form as required by GBL § 460-b(3)(g), along with the statement "I hereby cancel the contract of (date of contract) between (name of provider, address of provider, and phone number of provider) and (name of customer)."
- g. has failed to include a statement that the immigrant assistance provider has a financial surety in effect for the benefit of any customer if the customer is owed a refund, or is damaged by the actions of the provider, together with the name, address and telephone number of the surety, as required by GBL § 460-b(3)(h).
- h. has failed to include the statement:

the individual providing assistance to you under this contract is not an attorney licensed to practice law or accredited by the board of immigration appeals to provide representation to you before the United States citizenship and immigration services, the department of homeland security, the executive office for immigration review, the department of labor, the department of state or any immigration authorities and may not give legal advice or accept fees for legal advice

as required by GBL § 460-b(3)(i).

- i. has failed to include the statement, "[f]or a fee referral call the Office for New Americans hotline at (phone number), The New York State Office of the Attorney General (phone number), or your local District Attorney or prosecutor" as required by GBL § 460-b(3)(i).
- j. has failed to contain the statement, "the individual providing assistance to you under this contract is prohibited from disclosing any information about you to, or

filing any forms or documents on your behalf with, immigration or other authorities without your knowledge and consent except as required by law,” as required by GBL § 460-b(3)(j).

- k. has failed to include the statement, “A copy of all forms completed and documents accompanying the forms shall be kept by the service provider for three years. A copy of the customer’s file shall be provided to the customer on demand and without fee,” as required by GBL § 460-b(3)(k).
- l. has failed to include the statement, “The individual providing assistance to you under the terms of this contract must explain the contents of this contract to you and answer any questions about it that you may have,” as required by GBL § 460-b(3)(l).

Signage Requirements Violation Pursuant to GBL § 460-c

6. Respondent has failed to maintain the signage required by GBL § 460-c, including signage:

- a. that contains the statement:

THE INDIVIDUAL PROVIDING ASSISTANCE TO YOU UNDER THIS CONTRACT IS NOT AN ATTORNEY LICENSED TO PRACTICE LAW OR ACCREDITED BY THE BOARD OF IMMIGRATION APPEALS TO PROVIDE REPRESENTATION TO YOU BEFORE THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICES, THE DEPARTMENT OF HOMELAND SECURITY, THE EXECUTIVE OFFICE FOR IMMIGRATION REVIEW, THE DEPARTMENT OF LABOR, THE DEPARTMENT OF STATE OR ANY IMMIGRATION AUTHORITIES AND MAY NOT GIVE LEGAL ADVICE OR ACCEPT FEES FOR LEGAL ADVICE. FOR A FREE LEGAL REFERRAL CALL THE OFFICE FOR NEW AMERICANS HOTLINE AT (phone number). TO FILE A COMPLAINT ABOUT AN IMMIGRANT ASSISTANCE SERVICE PROVIDER CALL THE OFFICE FOR NEW AMERICANS HOTLINE AT (phone number), THE NEW YORK STATE OFFICE OF ATTORNEY GENERAL AT

(phone number), OR YOUR LOCAL DISTRICT ATTORNEY
OR PROSECUTOR'S OFFICE AT (phone number).

- b. that contains a schedule of fees for services offered and the statement: "YOU
MAY CANCEL ANY CONTRACT WITHIN 3 BUSINESS DAYS AND GET
BACK YOUR DOCUMENTS AND ANY MONEY YOU PAID."

7. Respondent's immigration services advertisement fails to include the statement:

THE INDIVIDUAL OFFERING TO PROVIDE IMMIGRANT
ASSISTANCE SERVICES IS NOT AN ATTORNEY
LICENSED TO PRACTICE LAW OR ACCREDITED BY THE
BOARD OF IMMIGRATION APPEALS TO PROVIDE
REPRESENTATION BEFORE THE UNITED STATES
CITIZENSHIP AND IMMIGRATION SERVICES, THE
DEPARTMENT OF HOMELAND SECURITY, THE
EXECUTIVE OFFICE FOR IMMIGRATION REVIEW, THE
DEPARTMENT OF LABOR, THE DEPARTMENT OF STATE
OR ANY IMMIGRATION AUTHORITIES AND MAY NOT
GIVE LEGAL ADVICE OR ACCEPT FEES FOR LEGAL
ADVICE

as required by GBL § 460-c.

Violations of the Prohibited Acts in GBL § 460-d

8. Respondent has engaged in the prohibited act of offering legal advice in violation of GBL
§ 460-d (1).

9. Respondent has assumed the title of "attorney at law" which could cause a customer to
believe that Respondent possesses special professional skills, or is authorized to provide advice on an
immigration matter in violation of GBL § 460-d (2).

10. Respondent has threatened to report a customer(s) to immigration or other authorities or
threaten to undermine the customer's immigration status or attempt to secure lawful status in violation
of GBL § 460-d (4).

11. Respondent has failed to provide customer(s) with copies of documents filed with a
governmental entity or refused to return original documents supplied by, prepared on behalf of, or paid

for by the customer, upon the request of the customer, or upon termination of the contract in violation of GBL § 460-d (8).

12. Respondent has made misrepresentations or false statements, directly or indirectly in violation of GBL § 460-d (9).

Violations of Surety Requirement Pursuant to GBL § 460-f

13. Respondent has failed to maintain a surety as required by GBL § 460-f, which requires an immigrant assistance service provider to maintain a bond, contract of indemnity, or irrevocable letter of credit payable to the people of the State of New York in the amount of \$50,000.00. The bond must be in place for one year after the provider ceases to do business.

Violations of GBL Article 28-c and Executive Law § 63(12)

14. Pursuant to GBL § 460-h, immigrant assistance service providers are subject to a civil penalty for each violation of GBL Article 28-C.

15. New York Executive Law § 63(12) prohibits persons or business entities from engaging in repeated fraudulent or illegal acts or otherwise demonstrating persistent fraud or illegality in the carrying on, conducting or transaction of business.

16. By repeatedly engaging in the conduct alleged above, Respondent engaged in repeated and persistent fraudulent and illegal conduct in violation of Executive Law § 63(12).

17. OAG finds that Respondent's operations as an immigrant service provider are in violation of GBL §§ 460-b, 460-c, 460-d, 460-f, and New York Executive Law § 63(12).

18. Respondent has agreed to this Assurance in settlement of the violations described above.

19. The OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. THEREFORE, the OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of GBL §§ 460-b, 460-c, 460-

d, 460-f, GBL Article 28-C, and New York Executive Law § 63(12) based on the conduct described above.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

RELIEF

1. General Injunction: Respondent shall not engage, or attempt to engage, in conduct in violation of any applicable laws, including but not limited to GBL §§ 460-b, 460-c, 460-d, 460-f, and New York Executive Law § 63(12), and expressly agrees and acknowledges that any such conduct is a violation of the Assurance, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 14, *supra*, in addition to any other appropriate investigation, action, or proceeding.

2. Respondent shall not accept compensation or consideration in connection with the provision of immigrant assistance services unless Respondent fully complies with the provisions of GBL Article 28-C.

3. Programmatic Relief:

a. Mandatory Requirements that must be included in Respondent's Immigrant Assistance Service Contracts, should respondent continue to provide such services, a copy of which must be provided to every customer in accordance with GBL § 460-b:

i. Respondent's contracts shall be written in a language understood by the customer, or with the assistance of an interpreter if the language is not English. An English language version of the contract must also be provided, as required by GBL § 460-b (1).

ii. Respondent's contracts shall include a notice of a customer's rights to cancel the contract within three business days after his or her execution of the contract, without fee or penalty, as required by GBL § 460-b (2).

iii. Respondent's contracts shall be in plain language, in at least twelve-point type and include the following, as required by GBL § 460-b (3):

- (a) The Respondent's name, address and telephone number.
- (b) An itemization of all services to be provided to the customer, as well as fees and costs to be charged for each service.
- (c) A statement that the original documents to be submitted in connection with an application may not be retained by the Respondent for any reason, including failure of the customer to pay fees or costs or other fee dispute.
- (d) A statement that the Respondent shall give the customer a copy of each document prepared with the provider's assistance.
- (e) A statement that the customer is not required to obtain supporting documents through the Respondent and may obtain such documents themselves along with the statement: "*The U.S. government provides information on required forms and documentation for free online and by phone*".
- (f) The statement:

You may cancel this contract at any time. You have three business days to cancel this contract without penalty or fee and get back any fees that you have already paid. Notice of cancellation may be made by completing the cancellation form included in this contract, or otherwise notifying the Respondent in writing and delivering such form or notification to the provider in writing and delivering such form or notification to the Respondent in writing and delivering such form or notification to the Respondent in person or by United States mail. If you cancel the contract, you will get back any documents you submitted to the Respondent.

(g) Each contract shall contain a separate final page entitled "Cancellation Form." The cancellation form shall contain the following statement: "*I hereby cancel the contract of (date of contract) between (name of Respondent, address of Respondent, and phone number of Respondent) and (name of customer).*" Below the statement shall be a customer signature and date line. Below the signature and date line, the form shall contain the statement required by paragraph (h) of this subdivision (the maintenance of a financial surety shall be printed in twelve point or larger text).

(h) A statement that the Respondent has a financial surety in effect for the benefit of any customer in the event that the customer is owed a refund, or is damaged by the actions of the provider, together with the name, address and telephone number of the surety.

(i) The statement:

The individual providing assistance to you under this contract is not an attorney licensed to practice law or accredited by the board of immigration appeals to provide representation to you before the United States Citizenship and Immigration Services, the Department of Homeland Security, the Executive Office for Immigration Review, or any immigration authorities and may not give legal advice or accept fees for legal advice. For a free legal referral call the Office for New Americans hotline at (phone number), the New York State Office of the Attorney General at (phone number), or your local district attorney or prosecutor.

The service provider shall be responsible for providing the accurate and up-to-date phone numbers required in such statement.

(j) The statement:

The individual providing assistance to you under this contract is prohibited from disclosing any information about you to, or filing

any forms or documents on your behalf with immigration or other authorities without your knowledge and consent except as required by law. Respondent shall promptly notify the customer in writing when such provider has disclosed any information to, or filed any form or document with immigration or other authorities when such disclosure or filing was required by law and done without the knowledge and consent of the customer

(k) The statement: *“A copy of all forms completed and documents accompanying the forms shall be kept by Respondent for three years. A copy of the customer’s file shall be provided to the customer on demand and without fee”.*

(l) On the same page as the signature line, the statement: *“The individual providing assistance to you under the terms of this contract must explain the contents of this contract to you and answer any questions about it that you may have”.*

b. Notices that must be posted in Respondent’s office in accordance with GBL § 460-c:

- i. Respondent must maintain two signs conspicuously posted in their office, and all other locations where respondent meets with customers seeking immigration assistance, and include certain language in their advertising in accordance with GBL § 460-c. The signs must be in English and every other language in which the person provides or offers to provide immigrant assistance services. GBL § 460-c (1) (a) requires the first sign (which must be at least 11 inches by 17 inches) must provide the following language:

THE INDIVIDUAL PROVIDING ASSISTANCE TO YOU UNDER THIS CONTRACT IS NOT AN ATTORNEY LICENSED TO PRACTICE LAW OR ACCREDITED BY THE BOARD OF IMMIGRATION APPEALS TO PROVIDE REPRESENTATION TO YOU BEFORE THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICES, THE DEPARTMENT OF HOMELAND SECURITY, THE

EXECUTIVE OFFICE FOR IMMIGRATION REVIEW, THE DEPARTMENT OF LABOR, THE DEPARTMENT OF STATE OR ANY IMMIGRATION AUTHORITIES AND MAY NOT GIVE LEGAL ADVICE OR ACCEPT FEES FOR LEGAL ADVICE. FOR A FREE LEGAL REFERRAL CALL THE OFFICE FOR NEW AMERICANS HOTLINE AT (1-800-566-7636). TO FILE A COMPLAINT ABOUT AN IMMIGRATION ASSISTANCE SERVICE PROVIDER CALL THE OFFICE FOR NEW AMERICANS HOTLINE AT (1-800-566-7636), THE NEW YORK STATE OFFICE OF THE ATTORNEY GENERAL AT (1-800-771-7755), OR YOUR LOCAL DISTRICT ATTORNEY OR PROSECUTOR'S OFFICE AT (914-995-8477).

The service provider shall be responsible for providing the accurate and up-to-date phone numbers required on such sign.

- ii. Respondent must maintain a second sign that is posted in a location visible to customers in conspicuous size type, and contain the schedule of fees for services offered, in addition to the statement, in accordance with GBL § 469-c (1)(b):

YOU MAY CANCEL ANY CONTRACT WITHIN 3 BUSINESS DAYS AND GET BACK YOUR DOCUMENTS AND ANY MONEY YOU PAID.

- iii. Respondent must satisfy language requirements for advertising through signs, pamphlets, newspapers, or any other written communication in accordance with GBL § 469-c (2). The language must provide the following:

THE INDIVIDUAL OFFERING TO PROVIDE IMMIGRANT ASSISTANCE SERVICES IS NOT AN ATTORNEY LICENSED TO PRACTICE LAW OR ACCREDITED BY THE BOARD OF IMMIGRATION APPEALS TO PROVIDE REPRESENTATION BEFORE THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICES, THE DEPARTMENT OF HOMELAND SECURITY, THE EXECUTIVE OFFICE FOR IMMIGRATION REVIEW, THE DEPARTMENT OF LABOR, THE DEPARTMENT OF STATE OR ANY IMMIGRATION AUTHORITIES AND AUTHORITIES AND MAY NOT GIVE LEGAL ADVICE OR ACCEPT FEES FOR LEGAL ADVICE.

- c. Surety Requirements Respondent shall maintain in accordance with GBL § 460-f: Respondent shall maintain a bond, contract of indemnity, or irrevocable letter of credit payable to the people of the State of New York in the amount of \$50,000.00 in accordance with GBL § 460-f. However, if the Respondent earns in excess of \$250,000.00 during any twelve-month period, then the bond, contract of indemnity, or irrevocable letter of credit must be 20% of total fees and compensation. The bond must be in place for one year after the Respondent ceases to do business.
- d. Additional Affirmative Obligations:
- i. Within fifteen days, Respondent shall provide a full refund, without fee or penalty, to any customer who cancels his or her contract within three business days after its execution, in accordance with GBL § 460-b(2)(a) and (2)(b).
 - ii. Within fifteen days, Respondent shall provide a partial refund after retaining fees for services rendered to any customer who cancels his or her contract more than three business days after its execution, in accordance with GBL § 460- b(2)(b).
 - iii. Within fifteen days, Respondent shall comply with any customer request for an itemization of all services and fees and costs to be charged, upon the request of a customer, in accordance with GBL § 460-b(3)(b).
 - iv. Within fifteen days, Respondent shall return original documents provided by the customer in connection with an application made to the United States Citizenship and Immigration Services, or for other certifications, benefits or services provided by the government, upon the request of a customer, in accordance with GBL § 461-b(3)(c).

- v. Within fifteen days, Respondent shall provide a copy of any document prepared with the Respondent's assistance, upon the request of a customer, in accordance with GBL § 460-b(3)(d).
 - vi. Within fifteen days, Respondent shall notify a customer in writing after the customer's information has been disclosed, or any form or document has been filed with the United States Citizenship and Immigration Service, or other authorities, when the disclosure or filing is required by law and done without the knowledge and consent of the customer in accordance with GBL § 460-b (3)(j).
 - vii. Respondent shall incorporate the above referenced Notice of Cancellation in its contracts with its customers.
- e. Acceptance of this Assurance by the OAG is not an approval or endorsement by the OAG of any of Respondent's policies, practices, or procedures, and the Respondent shall make no representation to the contrary.

4. **Monetary Relief:**

- a. *Monetary Relief Amount:* Respondent shall pay restitution to each of the following customers as follows:

i. [REDACTED]:	\$2,780.37
ii. [REDACTED]:	\$750.00
iii. [REDACTED]:	\$1,691.11
iv. [REDACTED]:	\$4,725.00
v. Total:	\$9,946.48

Payment of the Monetary Relief Amount shall be made in full within ten days of the effective date of this Assurance.

b. Payments shall be made by, corporate or certified check, or bank draft, and shall reference **Assurance No. 23-039**; Proof of reimbursement payments shall be sent to: Andy Aujla, State of New York, Office of the Attorney General, Westchester Regional Office, 44 South Broadway Street, 5th Floor, White Plains, NY 10601, within 10 days of the execution of this agreement. Proof of reimbursement shall include a copy of the check and copy of trackable mailing to each customer's address.

5. **Non-Monetary Relief:**

a. Respondent shall discontinue use of the title of lawyer or attorney at law as prohibited by GBL § 460-d (2), and all associated deceptive advertising practices including: (1) change of email address, (2) change business cards, (3) revised signage, and (4) remove reference to being an attorney or lawyer from all advertising, except that respondent may represent that she is licensed as an attorney in the Dominical Republic ONLY, and affirmatively state "not licensed to practice law in the United States". Proof of compliance with this section shall be provided within 10 days of the execution of this agreement.

MISCELLANEOUS

Subsequent Proceedings:

1. Respondent expressly agrees and acknowledges that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to paragraph 7, and agrees and acknowledges that in such an event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;
- b. the OAG may use statements, documents or other materials produced or provided by the Respondent prior to or after the effective date of this Assurance;

- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondent irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue.
- d. evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

2. If a court of competent jurisdiction determines that the Respondent has violated the Assurance, the Respondent shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

Effects of Assurance:

3. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of the Respondent. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG.

4. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

5. Any failure by the OAG to insist upon the strict performance by Respondent of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by the Respondent.

Communications:

6. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 23-039, and shall be in writing and shall, unless expressly provided otherwise

herein, be given by hand delivery; express courier; or electronic mail at an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows:

If to the Respondent, to:

Jacquelin Mercado
27 Ludlow Street
Apt. 1E
Yonkers, NY 10705

If to the OAG, to:

Andy Aujla
Assistant Attorney General-in-Charge
Westchester Regional Office
44 S. Broadway
White Plains, NY 10601

or in his absence, to the person holding the title of Assistant Attorney General-in-Charge,
Westchester Regional Office.

Representations and Warranties:

7. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by the Respondent and the OAG's own factual investigation as set forth in Findings, paragraphs (1)-(19) above. The Respondent represents and warrants that she has not made any material representations to the OAG that are inaccurate or misleading. If any material representations by Respondent are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

8. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by the Respondent in agreeing to this Assurance.

9. The Respondent represents and warrants, through the signature below, that the terms and conditions of this Assurance are duly approved.

General Principles:

10. Unless a term limit for compliance is otherwise specified within this Assurance, the Respondent's obligations under this Assurance are enduring. Nothing in this Agreement shall relieve Respondent of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

11. Respondent agrees not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in the Assurance or creating the impression that the Assurance is without legal or factual basis.

12. Nothing contained herein shall be construed to limit the remedies available to the OAG if the Respondent violates the Assurance after its effective date.

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

14. If any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction 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.

15. Respondent acknowledges that they have entered this Assurance freely and voluntarily and with opportunity to seek the advice of legal counsel.

16. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

17. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

18. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that

all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

19. The effective date of this Assurance shall be August 15, 2023.

LETITIA JAMES
Attorney General of the State of New York
28 Liberty Street
New York, NY 10005

By: Andy Aujla
Andy Aujla
Assistant Attorney General-in-Charge
Westchester Regional Office

Jacquelin Mercado
27 Ludlow Street
Apt. 1E
Yonkers, NY 10705

By: Jacquelin Mercado
JACQUELIN MERCADO
Respondent

On the 15th day of August in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Jacquelin Mercado, personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public