

**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,**

**-against-**

**THOMAS N. TOSCANO and  
THOMAS N. TOSCANO AND ASSOCIATES, PLLC,**

**Defendants.**

Index No. 402286/2010

(Gische, J.)

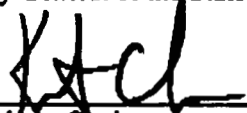
**STIPULATED ORDER  
DISCONTINUING ACTION**

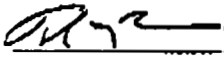
IT IS HEREBY STIPULATED AND AGREED by the parties herein that the above entitled action, together with all cross-claims and counterclaims, be and the same is, hereby discontinued, with prejudice and without costs to any party and this Stipulation may be filed with the Clerk of the Court without further notice.

IN WITNESS THEREOF, the parties hereto, intending to be legally bound thereby, have executed this Stipulated Order Discontinuing Action on the dates written below:

Eric T. Schneiderman  
Attorney General of the State of New York


Thomas N. Toscano  
Thomas N. Toscano and Associates, PLLC

By:   
Kristen Clarke  
Civil Rights Bureau Chief  
Civil Rights Bureau  
120 Broadway, 23<sup>rd</sup> Floor  
New York, New York 10271  
Phone: (212) 416-6493  
Fax: (212) 416-8074

By:   
Thomas N. Toscano  
72-37 70<sup>th</sup> Ave.  
Glendale, New York 11385  
Phone: (855) 544-5198

Dated: ~~November 11~~, 2012  
*December*

Dated: ~~November 10~~, 2012  
*December*

  
HON. KATHRYN FREED  
JUSTICE OF SUPREME COURT  
DEC 13 2012

**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,**

**-against-**

**THOMAS N. TOSCANO and  
THOMAS N. TOSCANO AND ASSOCIATES, PLLC,**

**Defendants.**

402286110

Index No. 402286/2010

(Gische, J.)

**STIPULATED ORDER ON  
CONSENT**

This Stipulated Order on Consent ("Order") is entered into by Plaintiff, The People of the State of New York, by Eric T. Schneiderman, Attorney General of the State of New York ("OAG"), and Defendants, Thomas N. Toscano, and Thomas N. Toscano and Associates, PLLC.

WHEREAS, pursuant to New York State Executive Law § 63(12), the OAG conducted an investigation into the business practices of Defendants;

WHEREAS, the OAG commenced, through the filing of a Verified Complaint, the above-captioned lawsuit in the Supreme Court of the State of New York, New York County seeking injunctive and monetary relief and alleging violations of New York General Business Law §§ 349, 350, 350(a), 460(a) through 460(g), New York Human Rights Law § 296(2)(a), and the Administrative Code of the City of New York §§ 8-107(4) and 20-770 through 20-780 ("OAG Action");

WHEREAS, Defendants filed an Answer denying the allegations asserted in the Complaint;

WHEREAS, the parties herein desire to resolve this matter without the expense of further litigation or adjudication; and

WHEREAS, in consideration of the covenants and undertakings set forth herein and intending to be legally bound thereby, the OAG, on behalf of the Plaintiff, People of the State of New York, and Defendants, Thomas N. Toscano and Thomas N. Toscano and Associates, PLLC, (collectively "Defendants") have agreed to the terms of this Stipulated Order.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

**PART ONE: DEFINITIONS**

1. As used throughout this Order, the terms set forth below shall be defined as follows:
  - a. "Defendants" means Thomas N. Toscano ("Mr. Toscano") and Thomas N. Toscano and Associates, PLLC (the "Toscano Firm"), and/or all of their owners, officers, directors, managers, representatives, subsidiaries, affiliates, employees and all individuals and agents who act on their behalf.
  - b. "Effective Date" means the date this Consent Decree is entered by the Court after being executed by the parties hereto.
  - c. "Order" means this Stipulated Order on Consent.
  - d. "Parties" means, collectively, the OAG and Defendants.
  - e. Terms of construction:
    - i. "And" and "or" shall be construed conjunctively or disjunctively as necessary to make the meaning inclusive rather than exclusive.
    - ii. "Day" refers to a calendar day, not a business day.
    - iii. "Including" means without limitation.
    - iv. The singular of any word includes the plural; the plural of any word includes the singular.

**PART TWO: COMPLIANCE WITH THE LAW**

2. Defendants will comply fully with the obligations, terms and conditions of New York General Business Law §§ 349, 350, 350(a), and 460(a) through 460(g), New York Human Rights Law § 296(2)(a), and the Administrative Code of the City of New York § 8-107(4), to the extent that these laws are applicable to the Defendants. The inclusion of the foregoing does not amount to a concession by the Defendants that they have not been in compliance with the foregoing.

**PART THREE: INJUNCTIVE RELIEF**

3. Training:

- a. Within one hundred twenty (120) days of the Effective Date, all current non-attorney paralegal employees of the Toscano Firm shall attend or complete a training on the professional responsibility of non-attorneys and/or on the appropriate scope of work that may be performed by non-attorneys within a law firm. This training shall include a description of what constitutes the practice of law and the offering of legal advice. The identity of the third-party individual or organization selected to provide the training shall be provided to the OAG within thirty (30) days prior to the training. Proof of attendance of the training shall be submitted to the Attorney General within thirty (30) days of completion.
- b. Within one (1) year of the Effective Date, Thomas N. Toscano shall complete a one time, three (3) hour continuing legal education program in the area of immigration practice. Proof of completion of the continuing legal education program shall be submitted to the Attorney General within thirty (30) days of completion.

**PART FOUR: MONETARY RELIEF**

4. a. Defendants agree to pay a total of two thousand five hundred dollars (\$2,500) to a single not-for-profit legal services provider, subject to OAG approval, that, as part of its practice, provides free immigration-related legal and educational services, including but not limited to legal representation within the State of New York in settlement of this action within thirty (30) days of the Effective Date. Defendants also agree to pay a total of one thousand five hundred dollars (\$1,500) to the New York State Department of Law in settlement of this action within thirty (30) days of the Effective Date, in lieu of future legal costs, and that such payment shall be paid by Defendants' insurance carrier, or otherwise by Defendants themselves. Payment to the New York State Department of Law shall be in the form of a check made payable to "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: Kristin Clarke, Assistant Attorney General, referencing COD 12-055.
- b. Payments hereunder shall not be construed as a penalty or fine, but rather, shall be construed as a settlement of the OAG Action.

**PART FIVE: SCOPE OF THE ORDER,  
JURISDICTION AND ENFORCEMENT PROVISIONS**

5. This Order shall be governed by, interpreted under and construed according to New York law, without regard to conflict of law principles. The Supreme Court of the State of New York, New York County, shall retain exclusive jurisdiction to enforce the terms hereof and to resolve any dispute and/or breach arising out of this Order.
6. This Order shall become effective upon its execution by all parties and its entry by the Court.

7. Notwithstanding any provision of this Order to the contrary, the OAG may, in its sole discretion, grant written extensions of time for Defendants to comply with any provision of this Order.
8. The signatories to this Order warrant and represent that they are duly authorized to execute this Order, and that they have the authority to take all appropriate action required or permitted to be taken pursuant to this Order to effectuate its terms.
9. The parties may seek to enforce this Order by motion before the Court to the full extent of the law. In the event of a dispute among the parties regarding any issue arising out of this Order, the parties will attempt in good faith to resolve the dispute before seeking judicial intervention.
10. Any failure by the OAG to enforce this entire Order 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 Order.
11. If any provision, term, or clause in this Order 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 Order shall remain valid and binding on the parties.
12. This Order constitutes the entire agreement between Defendants 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 Order shall be enforceable.
13. Nothing in this Order is intended to confer any right, remedy, obligation, or liability upon any person or entity other than the parties hereto.

14. Nothing in this Order is intended to, nor shall, limit the OAG's investigatory or compliance review powers otherwise provided by law or this Order.
15. This Order may be executed in multiple counterparts, each of which shall be deemed a duplicate original.
16. This Order is final and binding on the parties, including their principals, agents, representatives, successors in interest, assigns, "d/b/a companies," "i/k/a companies," and legal representatives thereof. No assignment by any party thereto shall operate to relieve such party of its obligations herewith.
17. The parties hereby waive and shall not have any right to appeal any of the terms of this Order or in any way challenge the validity of any of the terms of this Order in any forum.
18. Upon Defendants' full payment of the amount required under paragraph 4 of the Order and completion of the requirements set forth in paragraph 3, and written proof thereof, all claims asserted by Plaintiff State of New York against Defendant in the above-entitled action shall be dismissed via the filing of a Stipulation of Discontinuance With Prejudice with the Court within thirty (30) days.
19. Upon this Order becoming effective and completion of the requirements set forth in paragraphs 3 and 4, the OAG hereby waives, releases, and discharges Defendants from all claims, suits, complaints, or causes of action, set forth in the OAG Action and waives, releases, and discharges Defendants from all claims, suits, complaints, or causes of action that could be made in any future action by the OAG against Defendants, arising from the allegations and/or the causes of action raised in the OAG Complaint.
20. Upon this Order becoming effective and completion of the requirements set forth in paragraphs 3 and 4, Defendants hereby waive, release, and discharge the OAG from all

claims, suits, complaints, or causes of action that could be made in any future action arising from the allegations and/or the causes of action raised in the OAG Complaint.

21. Defendants 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 Order or creating the impression that this Order is without factual basis. Nothing in this paragraph affects Defendants' testimonial obligations or right to take legal or factual positions in defense of litigation or other legal proceedings to which the OAG is not a party.
22. In the event that an attempt is made to compel disclosure of information concerning the above-referenced matter, including but not limited to requests received pursuant to New York Public Law 89, Freedom of Information Law, the OAG agrees to provide Defendants written notice of the request within five (5) days of receiving such notice and provide Defendants an opportunity to submit a written request that the OAG except such information from disclosure pursuant to Article 87. Information provided by Defendants to the OAG shall be accorded all confidentiality protections available under New York State law.
23. This Order shall not be construed as an admission of any fault or liability by Defendants of any of the acts or omissions alleged in the OAG Action. Specifically, Defendants deny any liability and wrongful conduct with regard to their immigration law practice.
24. This Order may not be changed or modified except by a writing signed by both the OAG and Defendants.
25. Following the discontinuance of the instant action, all communications and notices regarding this Order shall reference the COD 12-055 and be sent by first-class mail and, if twenty-five (25) pages or fewer in length, by facsimile, to:



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

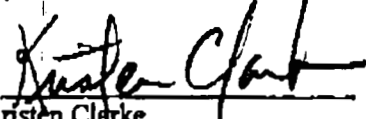
Defendants:  
Thomas N. Toscano  
72-37 70th Avenue,  
Glendale, NY 11385  
Tel. (516) 214-0473  
Fax: (718) 381-0722


Advance notice of any changes concerning the person who has been designated to receive all communication must be made in writing prior to the change.

IN WITNESS THEREOF, the parties hereto, intending to be legally bound thereby, have executed this Order on Consent on the dates written below:

Eric T. Schneiderman  
Attorney General of the State of New York

Thomas N. Toscano  
Thomas N. Toscano and Associates, PLLC

By:   
Kristen Clarke  
Civil Rights Bureau Chief  
Civil Rights Bureau  
120 Broadway, 23<sup>rd</sup> Floor  
New York, New York 10271  
Phone: (212) 416-8250  
Fax: (212) 416-8074

By:   
Thomas N. Toscano  
72-37 70<sup>th</sup> Ave.  
Glendale, New York 11385  
Phone: (516) 214-0473

Dated: August 23, 2012

Dated: August 23, 2012

SO ORDERED:

  
NEW YORK JUSTICE OF THE SUPREME COURT

Dated:  
New York, New York

HON. KATHRYN FREED  
JUSTICE OF SUPREME COURT

DEC 13 2012