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**VIA EMAIL ONLY**  
Brigh Alim Corporation  
17 Garden st, apt 3R  
Brooklyn, NY, 11206  
Attn: Anuar Yelemessov

**Re: CEASE AND DESIST FROM DECEPTIVE TRADE PRACTICES**

Dear Mr. Yelemessov,

We are counsel to Miki Agrawal (“**Ms. Agrawal**”) and we are writing to demand your immediate cooperation to resolve the matter described below before we take further steps and prosecute a legal action against you.

We have become aware of your deceptive trade practices and blatant misconduct in relation to the renovations (“**Renovation**”) of Ms. Agrawal’s property located at [\*] (the “**Property**”). Ms. Agrawal hired you to complete the Renovation on the false promise that you would (i) supervise the project and your workers, (ii) communicate effectively and respond promptly, (iii) complete all of the items listed on **Exhibit A** in the Renovation, which still remain incomplete, and (iv) use the Two Hundred Thirty-Nine Thousand Five Hundred Dollars (\$239,500), advanced by Ms. Agrawal in good faith (“**Funds**”), to purchase materials and supplies for the Renovation. Instead, you disappeared for months and evaded Ms. Agrawal, allowed unsupervised workers to facilitate and lead the Renovation, and misappropriated the Funds to commence a larger construction project, while failing to purchase the materials and supplies as promised to Ms. Agrawal. **ACCORDINGLY, WE HEREBY DEMAND YOU IMMEDIATELY CEASE AND DESIST FROM COMPLETING ANY FURTHER WORK TOWARD THE RENOVATION AND REFUND THE FUNDS THAT HAVE NOT BEEN UTILIZED AS PART OF THE RENOVATION.**

Further, Texas’ Deceptive Trade Practices Act (“**DTPA**”) outlines several elements that are necessary to prove when asserting a DTPA claim. The elements of a DTPA claim are (1) the plaintiff was a consumer<sup>1</sup>; (2) the defendant either engaged in false, misleading, or deceptive acts (i.e., violated a specific laundry-list provision of the DTPA) or engaged in an unconscionable action or course of action; and (3) the DTPA laundry-list violation or unconscionable action was a producing cause of the plaintiff’s injury. *Hunt v. City of Diboll*, 574 S.W.3d 406, 431 (Tex. App. 2017); *Amstadt v. U.S. Brass Corp.*, 919 S.W.2d 644, 649 (Tex. 1996); see *Doe v. Boys Clubs of Greater Dallas, Inc.*, 907 S.W.2d 472, 478 (Tex. 1995). A “false, misleading, or deceptive acts”<sup>2</sup> means an act or series of acts which has the capacity or tendency to deceive

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<sup>1</sup> “Consumer” means an individual, partnership, corporation, this state, or a subdivision or agency of this state who seeks or acquires by purchase or lease, any goods or services, except that the term does not include a business consumer that has assets of \$25 million or more, or that is owned or controlled by a corporation or entity with assets of \$25 million or more. Tex. Bus. & Com. Code Ann. § 17.45(4).

<sup>2</sup> “The term ‘false, misleading, or deceptive acts or practices’ includes, but is not limited to, the following acts: (7) representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.” *Jim Walter Homes, Inc. v. Gonzalez*, 686 S.W.2d 715, 718 (Tex. App. 1985).

an average or ordinary person, even though that person may have been ignorant, unthinking or credulous. *Spradling v. Williams*, 566 S.W.2d 561, 562 (Tex. 1978). Accordingly, the courts must “liberally construe and apply the statute to promote the underlying goals of the DTPA, which include protecting consumers against false, misleading, and deceptive business practices and unconscionable actions.” *See Bus. Staffing, Inc. v. Jackson Hot Oil Serv.*, 401 S.W.3d 224, 236 (Tex. App. 2012); *see also* Tex. Bus. & Com. Code Ann. § 17.44(a); *Latham v. Castillo*, 972 S.W.2d 66, 68 (Tex.1998); *Lawrence v. Kinser*, 2011 WL 6318025, \*3 (Tex.App.-Dallas Dec. 15, 2011, no pet.).

You engaged in deceptive trade practices prohibited by the DTPA when you made misrepresentations concerning material facts about the services you intended to provide to Ms. Agrawal. *See* Tex. Bus. & Com. Code Ann. § 17.45.

First, Ms. Agrawal is a consumer. Ms. Agrawal sought to purchase from you, your services as a contractor to oversee and complete the Renovation at the Property.

Second, you engaged in false, misleading, or deceptive acts:

- you did not supervise your workers or the project<sup>3</sup>;
- you promised the proper city permits would be obtained and they were not;
- Ms. Agrawal made copious attempts to contact you via WhatsApp, pleading for any kind of response, as evidenced and included hereto as **Exhibit B**. Instead, and quite literally, you fell off the face of the earth and returned Ms. Agrawal’s eagerness for a response with silence, which ironically, speaks volumes;
- your services provided were shoddy<sup>4</sup>, and not of the standard, quality, or grade that you promised to Ms. Agrawal<sup>5</sup>; and
- you mishandled the Funds advanced by Ms. Agrawal to you in good faith, by failing to purchase the supplies and materials as promised, and instead, intermingling the Funds in a larger project that is clearly of more importance to you than the Renovation.

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<sup>3</sup> In *Bldg. Concepts, Inc. v. Duncan*, 667 S.W.2d 897, 903 (Tex. App. 1984), writ refused NRE (June 13, 1984), the court held that a contractor’s failure to supervise and inspect the work of its employees as agreed was a deceptive trade practice. *See also Spradling v. Williams*, 566 S.W.2d 561 (Tex.1978).

<sup>4</sup> The beams in the main room are crooked and droopy. The bathroom and kitchen were not renovated as described to Ms. Agrawal. The wood throughout the house was stained the wrong color without proper consultation with Ms. Agrawal. You failed to complete the items listed on **Exhibit A** hereto, as promised.

<sup>5</sup> In *K.C. Roofing Co. v. Abundis*, 940 S.W.2d 375, 377 (Tex. App. 1997), writ denied (Sept. 4, 1997), the court found that the contractor engaged in deceptive trade practices when it was engaged to fix a roof, guaranteed it to not leak for two years, and the roof leaked worse than it did before the contractor fixed the roof. *See also Jim Walter Homes, Inc. v. Gonzalez*, 686 S.W.2d 715, 718 (Tex. App. 1985) (appellant represented by contract that it would build, construct, and complete the house in question in a good, substantial, and workmanlike manner; however, the services were not completed up to industry standards as codified and appellee was awarded relevant damages).



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Third, your misconduct has caused and continues to cause injury to Ms. Agrawal. Let's be clear, you have completely failed to render the contracted services and you have taken money from Ms. Agrawal in unearned compensation and refuse to return it, you directly caused her additional losses, and you continued to deceive and mislead Ms. Agrawal to her detriment causing her to expend additional sums in paying third-parties to try and fix issues caused by you. To Ms. Agrawal, you were a friend and someone she trusted. As such, your betrayal is indefensible.

Accordingly, Ms. Agrawal intends to vigorously protect and pursue her legal rights and is prepared to do so in this instance. However, Ms. Agrawal is willing to release her claims against you, without prejudice, if, within seven (7) business days from the date of this letter you return [\$] of the Funds that were mishandled in connection with the Renovation, and provide [\$] for her related losses including the attorneys' fees Ms. Agrawal has now incurred. **WE HEREBY DEMAND THAT YOU AND YOUR WORKERS AND EMPLOYEES IMMEDIATELY CEASE AND DESIST FROM COMPLETING ANY FURTHER WORK IN CONNECTION WITH THE RENOVATION, RETURN TO MS. AGRAWAL THE UNUSED FUNDS, AND FROM ENGAGING IN DECEPTIVE TRADE PRACTICES.**

**Commented [1]:** To confirm. Miki said \$50K but she gave him 239K and estimates the renovations so far to be 140K.

Please contact us immediately upon receipt of this letter so that we may discuss any questions and/or comments that you may have. We look forward to receiving your full cooperation.

Nothing contained in this letter should be considered as a waiver of any rights and claims of Ms. Agrawal. We hereby reserve all such rights and remedies under both law and equity. Moreover, this letter is not intended to be an exhaustive recitation of Ms. Agrawal's rights including, without limitation, seeking damages and penalties. Ms. Agrawal reserves the right to take any action without prior notice to you.

Sincerely,

Richard Gora

Acknowledged and agreed:

BRIGH ALIM CORPORATION

By: \_\_\_\_\_  
Name: Anuar Yelemessov  
Title: Authorized Signatory

**Exhibit A**

The following tasks remain incomplete in connection with the Renovation:

- LED lighting throughout the house
- Building all closets and cabinets throughout the house - the master bedroom closets, the guest room closet, bathroom shelves and cabinets, kitchen shelves and cabinets
- Installing all kitchen appliances
- Redo bathroom edges with correct angles
- Add glass shower
- Add vanity and lights in bathroom
- install the wall shelf for shower properly
- Fix washer and dryer and install them
- Add kitchen counter tops
- Install fridge
- install Sonos sound system
- fix HVAC that was working before
- screen the screened in porch
- finish the siding on the studio
- sand down and paint the walls of the studio and change the light fixtures
- re-floor the studio with white oak floors
- add hood to cook top in kitchen and vent to vent it properly
- re-stain the exterior
- add light fixture to exterior
- exterior demo
- redo front stairs

Below are the items outlined by a new contractor that were supposed to be completed in the Renovation:

- *General* \* provide floor plan layout and detailed scope of work (free) - LED strip lighting throughout the house that has different colors that it can change to with a remote- the shelves etc already have the electrical set up (LED strip lights are cheap and last a long time) - living room, bathroom, 2 bedrooms cover all of the wall sockets and light sockets(plates – Connie) Fix the two droopy beam clean out HVAC unit and ensure it's in perfect condition install the SONOS surround sound system, add an outlet, and locate the main Sonos system. Seal the whole house so no bugs can get in Change Track and wheels for 4 doors Fixing and patching open walls (Do Venetian on missing area ) Install Blinds throughout the house Sealed all openings, and slope all windows trims (Exeter) Mount 2 Projector on the ceiling, hardwire them plus an apple tv Install Murphy bed Cap water hose in center of the house and install new floor Provide and install Google Nest Build a ladder for climbing the roof Build a closets: 1) Full wall in guest room. 2) 2 cabinets primary 3) New pantry in kitchen 4) Hallway for nest and Sonos system Kitchen Outsource and install counter top, simple wood shelves, and a couple of cabinets install kitchen appliances - fridge, sink, dishwasher Countertop for kitchen and island (cutting area) Install backsplash (Connie provide tiles) Re-install the washer and dryer (first see if the existing ones work and can be clean and refurbished, otherwise may replace them) Fix Sub floor stairs In the Kitchen Add strip lights on kitchen window Add trim on window edges Studio: New white oak floors in studio Add light



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fixtures to studio Porch Add screens to screened in porch Add ceiling fan to screened in porch area Add lighting to screened in porch area Add new front of house light fixture Pre long deck in 2 areas. Prolong roof trusses and add shingles to create a new porch door. Replace exterior door hinges sides Install anti rodent net Install net to cover tree (find a creative solution to seal up all porch areas including the roof). Add electric points for fan and lights Bathroom Install vanity/mirror lights Install tub Install shower glass Change trims from black to Golden Redo the window trim to create a slope Custom transition for bathroom Other: Sand down studio Install tongue and groove siding Add range (insert OR/VS mounted) 3 recessed light in studio paint all doors adding drawers to the primary cabinet

- *Deep Cleaning 19.00 - General Site Cleanup:* Dust and Debris Removal: Sweep and mop all floors, including corners and edges. Vacuum and wipe down all surfaces, including countertops, cabinets, appliances, and light fixtures, to remove dust and debris. Floor Cleaning: Sweep, vacuum, and mop the floors, ensuring all corners and edges are thoroughly cleaned. Remove any stains or residue from the flooring material. Ventilation and Ducts: Clean and replace filters in range hoods or other ventilation systems. Inspect and clean exhaust fan grilles. Touch-Up Paint: Address any minor scuffs, scratches, or nicks on walls or trim with touch-up paint



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**Exhibit B**

