

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

**STATE OF WASHINGTON
YAKIMA COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

ADELINA S. ESQUIVEL, individually
and as part of her marital community and
IMMIGRATION AND
TRANSLATION SERVICES, a
Washington sole proprietorship,

Defendants.

NO.

CONSENT DECREE

I. JUDGMENT SUMMARY

- | | |
|---------------------------------------|---|
| 1.1 Judgment Creditor: | State of Washington |
| 1.2 Judgment Debtors: | ADELINA S. ESQUIVEL,
individually and as part of her
marital community and
IMMIGRATION AND
TRANSLATION SERVICES, a
Washington sole proprietorship. |
| 1.3 Principal Judgment Amount: | |
| a. Civil Penalties: | \$50,000 suspended
pending Defendants' compliance
with the terms of this Consent
Decree. |
| b. Restitution | To be determined per Section IV of
this Consent Decree. |
| 1.4 Costs and Attorneys Fees: | \$4,067.95 |

1 a. Costs: \$ 236.49
2 b. Attorneys Fees: \$3,831.46

3 **1.5 Total Judgment:** \$4,067.95 plus restitution in an
4 amount provided by the terms of
5 Section IV and \$50,000 in
6 suspended penalties.

7 **1.6 Post Judgment Interest Rate:** 12% per annum.

8 **1.7 Attorney for Judgment Creditor:** James T. Sugarman
9 Assistant Attorney General

10 Plaintiff, State of Washington (hereinafter "the State"), having commenced this action
11 pursuant to the Consumer Protection Act (CPA), RCW 19.86; and the Immigration Assistant
12 Practices Act (IAA), RCW 19.154; and

13 Defendants, having accepted service of the Complaint and the State, appearing by and
14 through its attorneys, Robert M. McKenna, Attorney General and James T. Sugarman, Assistant
15 Attorney General; and Defendants appearing *pro se*; and

16 The State and Defendants having agreed on a basis for the settlement of the matters
17 alleged in the Complaint and to the entry of this Consent Decree against Defendants without the
18 need for trial or adjudication of any issue of law or fact; and

19 Defendants, by entering into this Consent Decree, neither admit nor deny the allegations
20 of the Complaint; and

21 The State and Defendants agree this Consent Decree does not constitute evidence or an
22 admission regarding the existence or non-existence of any issue, fact, or violation of any law
23 alleged by the State; and

24 Defendants recognize and state this Consent Decree is entered into voluntarily and that no
25 promises, representations, or threats have been made by the Attorney General's Office (AGO) or
26 any member, officer, agent, or representative thereof to induce it to enter into this Consent Decree,
27 except for the promises and representations provided herein; and

28 Defendants waive any right they may have to appeal from this Consent Decree; and

1 Defendants further agree they will not oppose the entry of this Consent Decree on the
2 ground it fails to comply with CR 65(d), and hereby waive any objections based thereon; and

3 Defendants further agree this Court shall retain jurisdiction of this action and jurisdiction
4 over Defendants for the purpose of implementing and enforcing the terms and conditions of the
5 Consent Decree and for all other purposes related to this matter; and

6 Defendants further agree its payments made or due pursuant to this Consent Decree are
7 not amenable to discharge in bankruptcy and they shall not seek or support their discharge in
8 bankruptcy, nor oppose their being determined not amenable to discharge in bankruptcy; and

9 Defendants further agree their payments made or due pursuant to this Consent Decree are
10 not preferential transfers of assets and they shall not make nor support arguments to the contrary
11 in bankruptcy court or elsewhere; and

12 The Court, finding no just reason for delay pursuant to CR 54(b);

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

15 II. GENERAL

16 **2.1** This Court has jurisdiction of the subject matter of this action and of the parties.
17 The State's complaint in this matter states claims upon which relief may be granted under the
18 provisions of the CPA and IAA.

19 **2.2** For purposes of this Consent Decree the term "Defendants" where not otherwise
20 specified shall mean ADELINA S. ESQUIVEL, individually and as part of her marital
21 community and IMMIGRATION AND TRANSLATION SERVICES, a Washington sole
22 proprietorship.

23 **2.3** This Consent Decree or the fact of its entry does not constitute evidence or an
24 admission by any party regarding the existence or non-existence of any issue, fact, or violation of
25 any law alleged by the State.

1 **2.4** This Consent Decree finally resolves all CPA and IAA causes of action the State
2 has filed or may have alleged against Defendants arising out of the facts described in the
3 complaint filed in this action, except that Defendants' failure to comply with this Consent Decree
4 shall permit the State to take such further action against Defendants as provided in this Consent
5 Decree, or otherwise allowed by law.

6 **III. INJUNCTIONS**

7 **3.1** Application of Injunctions. The injunctive provisions of this Consent Decree shall
8 apply to the Defendants, and the Defendants' successors, assigns, officers, agents, servants,
9 employees, representatives, and all other persons in active concert or participation with the
10 Defendants.

11 **3.2** Notice. Defendants shall immediately inform all successors, assigns, transferees,
12 officers, agents, servants, employees, representatives, and all other persons or entities in active
13 concert or participation with defendants or with the business entities named as defendants in the
14 Complaint of the terms and conditions of this Consent Decree and shall direct those persons
15 and/or entities to comply with this Consent Decree.

16 **3.3** Injunctions. Defendants and all successors, assigns, transferees, officers, agents,
17 servants, employees, representatives and all other persons or entities in active concert or
18 participation with Defendants are hereby permanently enjoined and restrained from directly or
19 indirectly violating or failing to comply with the provisions of the CPA and the IAA, as currently
20 written or as they are amended in the future. Therefore:

21 a. Defendants shall not give advice regarding the qualifications required
22 for a visa, work permit, residency, citizenship or other immigration status;

23 b. Defendants shall not select which visa, residency, citizenship, immigrant
24 or non-immigrant, or other legal status to apply for, or which application or other form to use,
25 or provide advice regarding these selections;

1 c. Defendants shall not advise a person regarding his or her answers on any
2 immigration related forms;

3 d. Defendants shall not advertise, provide, charge fees for, or receive any
4 money or other compensation for any of the following acts, without active, current registration as
5 an immigration assistant with the Washington Secretary of State's office, including providing
6 an updated address and contact information to the Washington Secretary of State's Offices:

7 i) Translating an immigration related form, translating a person's
8 responses to that form, or otherwise placing a person's responses
9 on to an immigration related form;

10 ii) Helping a person obtain any supporting documents regarding
11 immigration, including such documents as birth and marriage
12 certificates, criminal histories, and identification papers from
13 other countries; or

14 iii) Making referrals to attorneys for legal representation in an
15 immigration matter.

16 e. Defendants shall not claim the ability to obtain favors from or have
17 influence with a government immigration agency or that they can "fix papers" or help obtain legal
18 status or work authorization;

19 f. Defendants shall not keep any money, property or thing of value for
20 services not performed;

21 g. Defendants shall not fail to inform consumers in writing, in the language
22 used by the consumer, that they have seventy-two (72) hours to cancel their contract with the
23 Defendants;

24 h. Defendants shall not refuse to return documents to a consumer upon their
25 request, whether or not the consumer owes Defendants money;

1 i. Defendants shall not claim they are a notario, notary, notary public,
2 immigration consultant or any other title that could cause a person to believe that Defendants
3 possess special professional skills. In particular, Defendants shall not use the phrase “notario
4 publico” or the word “notario” in any advertising, sign, solicitation, business card, stationery,
5 website or any other communication with consumers. Defendants shall only use the word
6 “notary” if it is accompanied by language making it clear that Defendants cannot provide legal
7 advice or services;

8 j. Defendants shall not misrepresent, directly or by implication, the nature
9 and value of the services they offer or the training, education, or legal authority they possess;

10 k. Defendants shall not advise or help a person to falsify documents or to
11 misrepresent his or her identity;

12 l. Defendants shall not practice law, individually or through any business
13 entity, or provide any legal advice, including any advice regarding the law, legal processes,
14 requirements or forms associated with immigration, taxation, employment, adoption and powers-
15 of-attorney;

16 m. Defendants shall not appear on behalf of any person or entity to negotiate
17 an immigration related claim or transaction, nor shall they appear in immigration proceedings
18 without being an accredited representative;

19 n. Defendants shall not offer mortgage lending or brokering services without
20 being licensed by the Department of Financial Services; and

21 o. Defendants shall not offer any other product or service requiring licensing
22 or registration without being licensed or registered as required by the state of Washington or the
23 United States.

24 **3.4** Defendants shall post a clearly visible sign in a conspicuous place in each room in
25 which they conduct business with a consumer in English and in Spanish or any language regularly
26 used by the Defendants’ customers stating the following:

1 "We are not attorneys. We may not tell you whether you qualify for a work permit,
2 residency, citizenship or other immigration status. If you have any questions consult a
3 licensed attorney who knows immigration law."

4 3.5 Defendants shall, before providing any assistance, give the consumer a written
5 contract in English and in the language used by the consumer that includes the following:

- 6 a. An explanation of the services to be performed;
- 7 b. Identification of all compensation and costs to be charged to the
8 customer for the services to be performed;
- 9 c. A statement that documents submitted in support of an application for
10 nonimmigrant, immigrant, or naturalization status may not be kept by the Defendants;
- 11 d. A statement that the Defendants are not attorneys and may not perform
12 legal services. This statement shall be on the face of the contract in ten-point bold type print;
13 and
- 14 e. A statement that the customer has seventy-two (72) hours to rescind the
15 contract. This statement shall be conspicuously set forth in the contract.

16 3.6 Cooperation. In addition, Defendants agree to cooperate fully with the State in the
17 pending litigation, other related litigation, and investigations by the State against other entities and
18 individuals with which the Defendants have had dealings, or of which the Defendants have
19 knowledge. Cooperation shall be reasonable, and shall include truthfully answering questions,
20 providing all relevant available documents in the Defendants' possession or control, including
21 financial records, and testifying, if requested by the State.

22 IV. RESTITUTION

23 4.1 Pursuant to RCW 19.86.080, Defendants shall pay consumer restitution in the
24 form of a full refund of all amounts paid by all consumers for whom Defendants have
25 performed immigration related services in the last three (3) years prior to entry of this Consent
26

1 Decree. Within thirty (30) days of entry of the Consent Decree, Defendants shall contact all
2 these consumers including, but not limited to, any consumer identified in Defendants' response
3 to the State's Civil Investigative Demand. Defendants shall contact consumers by U.S. mail,
4 and electronic mail where available, with a message that states as follows:

5
6 **Our records indicate that you paid for immigration related services from**
7 **ADELINA S. ESQUIVEL or IMMIGRATION AND TRANSLATION**
8 **SERVICES. Pursuant to our settlement with the Washington State**
9 **Attorney General's Office, you are eligible for a refund for the money you**
10 **paid. To receive your refund, please complete the attached or included**
11 **form and either mail it to: [insert postal address] or email it to: [insert**
12 **email address] no later than: [insert 30 days from the date of sending the**
13 **email or letter]. To learn more about the refund program, please call the**
14 **Washington State Attorney General's Office's Consumerline toll-free at 1-**
15 **800-692-5082 or locally at 206-464-6811.**

16 Defendants shall include a separate page stating as follows:

17 **My name is _____ (name of consumer). I paid**
18 **\$ _____ to ADELINA S. ESQUIVEL or IMMIGRATION AND**
19 **TRANSLATION SERVICES. Please send my refund to _____**
20 **_____ (address of consumer).**

21 **4.2** Defendants shall issue refunds to consumers whose complaints are forwarded to
22 Defendants by the Washington State Attorney General's Office or any other agency or which
23 are received at any time after the date of the signing of this Consent Decree until they are
24 providing services in compliance with the IAA.

25 **4.3** Within sixty (60) days following the signing of this Consent Decree, Defendants
26 shall provide to the State a report detailing Defendants' contacts with consumers, including for
each consumer contacted: method of contact, whether the consumer responded, method used by
consumer to respond, consumer's name, address, phone number, and electronic mail address,
the amount refunded, means of refund (e.g., check), and the date the refund was sent to the
consumer. In this report, Defendants shall swear to or certify as to the accuracy of the report
and to the accuracy of all of the records upon which they relied in order to issue the refunds.

1 Defendants shall retain copies of all transmissions and correspondences to and from the
2 consumers and shall produce them upon the request of the State.

3 **4.4** In the event that Defendants violate any injunction of this Consent Decree, all
4 suspended civil penalties will be immediately reinstated without notice to Defendants, with
5 payment of any additional civil penalties immediately due in full.

6 **V. ATTORNEY'S FEES AND COSTS**

7 **5.1** The State has expended over nine (9) hours of attorney time and over ten (10)
8 hours of paralegal and investigator time in the investigation and litigation of this case.

9 **5.2** Pursuant to RCW 19.86.080, the State shall recover and Defendants shall pay the
10 costs and reasonable attorney's fees incurred by the State in pursuing this matter in the amount of
11 \$4,067.95.

12 **5.3** Interest will accrue on any unpaid balance of attorney's fees and costs at the rate of
13 twelve percent (12%) per annum.

14 **5.4** In any successful action to enforce this Consent Decree against Defendants,
15 Defendants shall bear the State's reasonable costs, including reasonable attorneys' fees.

16 **VI. CIVIL PENALTIES**

17 **6.1** Pursuant to RCW 19.86.140, the State shall have and recover and Defendants shall
18 be liable for and shall pay civil penalties of \$50,000; however, \$50,000 of civil penalties is
19 suspended as to Defendants on the condition the Defendants comply with all of the provisions of
20 this Consent Decree.

21 **6.2** In the event that the Court finds that Defendants are in material breach of any
22 provision of this Consent Decree, the civil penalties of \$50,000 shall automatically be
23 unsuspending and assessed against Defendants.

24 **6.3** Interest on any unpaid balance of civil penalties including those that are
25 unsuspending and assessed shall accrue at the rate of twelve percent (12%) annum.
26

1 **VII. TERMS OF PAYMENT**

2 7.1 Defendants shall pay a total of \$4,067.95 in full or in installments of \$339 per
3 month. The first monthly installment of \$339 is due August 1, 2010. Each succeeding
4 payment is due on the first day of each month thereafter until fully paid, or at such other time as
5 agreed to by the State in writing. The unpaid balance shall not bear interest as long as Defendants
6 payments are timely made. If Defendants default in the payment of this obligation, the unpaid
7 balance shall thereafter bear interest at the maximum rate permitted by Washington law and the
8 Attorney General may declare the unpaid balance immediately due and payable.

9 7.2 Defendants' payments shall first be applied to the State's attorneys fees and costs
10 until the attorney's fees and costs are paid in full.

11 7.3 Defendants shall make all payments by bank cashier's check payable to the
12 Attorney General - State of Washington, and shall be mailed or delivered to the Office of the
13 Attorney General, Consumer Protection Division, 800 Fifth Avenue, Suite 2000, Seattle,
14 Washington, 98164-1012, Attention: Cynthia Lockridge, unless otherwise agreed to in writing by
15 the State.

16 7.4 Defendants' failure to timely make a payment, without written agreement by the
17 State, shall be a material breach of this Consent Decree.

18 **VIII. ENFORCEMENT**

19 8.1 If, after notice to Defendants and an opportunity to be heard at an evidentiary
20 hearing, the Court finds by a preponderance of evidence that Defendants have violated a
21 material condition of the Consent Decree, the State may seek imposition of additional
22 conditions, civil penalties, restitution, injunctive relief, attorney's fees, costs and such other
23 remedies as the Court may deem appropriate against Defendants.

24 8.2 Violation of any of the terms of this Consent Decree shall constitute a violation of
25 an injunction for which civil penalties of up to \$25,000 per violation may be sought by the AGO
26 pursuant to RCW 19.86.140, in addition to such other remedies as may be provided by law.

1 **8.3** The violation of any term of this Consent Decree shall constitute a violation of the
2 CPA.

3 **8.4** Jurisdiction is retained by this Court for the purpose of enabling any party to this
4 Consent Decree with or without the prior consent of the other party to apply to the Court at any
5 time for enforcement of compliance with this Consent Decree, to punish violations thereof, or
6 otherwise address the provisions of this Consent Decree.

7 **8.5** Nothing in this Consent Decree shall be construed to limit or bar any other
8 governmental entity or person from pursuing other available remedies against Defendants or any
9 other person.

10 **8.6** Under no circumstances shall this Consent Decree, or the name of the State of
11 Washington, the Office of the Attorney General, the Consumer Protection Division, or any of
12 their employees or representatives be used by Defendants or any of its members, directors,
13 successors, assigns, transferees, officers, agents, servants, employees, representatives, and all
14 other persons or entities in active concert or participation with Defendants, in connection with
15 any selling, advertising, or promotion of products or services, or as an endorsement or approval of
16 Defendants' acts, practices, or conduct of business.

17 **8.7** The State shall be permitted, upon ten (10) days advance notice to Defendants,
18 to access, inspect and/or copy all business records or documents in possession, custody or
19 under control of Defendants to monitor compliance with this Consent Decree, provided that the
20 inspection and copying shall avoid unreasonable disruption of Defendants' business activities.

21 **8.8** The State shall be permitted to question Defendants or any member, officer,
22 director, agent, or employee of Defendants by deposition pursuant to the provisions of CR 30
23 to monitor compliance with this Consent Decree.

24 **8.9** Defendants shall fully cooperate with the State and other civil regulatory
25 agencies in any civil investigation of any other person who advertised, marketed, or sold any of
26 Defendants' goods, products or services. Defendants also shall fully cooperate with the State

1 and other civil regulatory agencies in any civil investigation of any other agent, employee,
2 independent contractor, or representative of Defendants who is alleged to have violated any of
3 the provisions of this Consent Decree. Defendants' failure to cooperate shall be a material
4 breach of this Consent Decree.

5 **IX. DISMISSAL**

6 **9.1** Except as provided above, this proceeding, in all other respects, is dismissed as to
7 the Defendants upon entry of this Consent Decree.

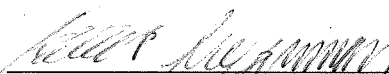
8 **9.2** The Clerk of the Court is ordered to enter the foregoing Judgment and Consent
9 Decree immediately.


10 **DONE IN OPEN COURT** this _____ day of _____, 2010.

11
12 _____
13 JUDGE/COURT COMMISSIONER

14 Approved for Entry and Presented by:
15 ROBERT M. MCKENNA
16 Attorney General

Agreed to, Approved for Entry, Notice of
Presentation Waived:

17 
18 _____
19 JAMES T. SUGARMAN, WSBA # 39107
Attorney for State of Washington

20 
21 _____
22 ADELINA S. ESQUIVEL, Individually
23 and on behalf of
24 IMMIGRATION AND TRANSLATION
25 SERVICES
26 a Washington sole proprietorship

Date: 07/12/2010