

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 FRANK HERRERA; individually and as part of his marital community and
21 HERRERA'S SERVICES UNLIMITED, a Washington sole proprietorship.

22 **2.3** This Consent Decree or the fact of its entry does not constitute evidence or an
23 admission by any party regarding the existence or non-existence of any issue, fact, or violation of
24 any law alleged by The State.

25 **2.4** This Consent Decree finally resolves all CPA and IAA causes of action the State
26 has filed or may have alleged against Defendants arising out of the facts described in the

1 complaint filed in this action, except that Defendants' failure to comply with this Consent Decree
2 shall permit the State to take such further action against Defendants as provided in this Consent
3 Decree, or otherwise allowed by law.

4 III. INJUNCTIONS

5 3.1 Application of Injunctions. The injunctive provisions of this Consent Decree shall
6 apply to the Defendants, and the Defendants' successors, assigns, officers, agents, servants,
7 employees, representatives, and all other persons in active concert or participation with the
8 Defendants.

9 3.2 Notice. Defendants shall immediately inform all successors, assigns, transferees,
10 officers, agents, servants, employees, representatives, and all other persons or entities in active
11 concert or participation with defendants or with the business entities named as defendants in the
12 Complaint of the terms and conditions of this Consent Decree and shall direct those persons
13 and/or entities to comply with this Consent Decree.

14 3.3 Injunctions. Defendants and all successors, assigns, transferees, officers, agents,
15 servants, employees, representatives and all other persons or entities in active concert or
16 participation with Defendants are hereby permanently enjoined and restrained from directly or
17 indirectly violating or failing to comply with the provisions of the CPA and the IAA, as currently
18 written or as they are amended in the future. Therefore:

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

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

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

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

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

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

12 iii) Making referrals to attorneys for legal representation in an
13 immigration matter.

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

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

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

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

24 i. Defendants shall not claim they are a notario, notary, notary public,
25 immigration consultant or any other title that could cause a person to believe that Defendants
26 possess special professional skills. In particular, Defendants shall not use the phrase "notario

1 | publico” or the word “notario” in any advertising, sign, solicitation, business card, stationery,
2 | website or any other communication with consumers. Defendants shall only use the word
3 | “notary” if it is accompanied by language making it clear that Defendants cannot provide legal
4 | advice or services;

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

7 | k. Defendants shall not advise or help a person to falsify documents or to
8 | misrepresent his or her identity;

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

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

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

18 | o. Defendants shall not offer any other product or service requiring licensing
19 | or registration without being licensed or registered as required by the state of Washington or the
20 | United States.

21 | **3.4** Defendants shall post a clearly visible sign in a conspicuous place in each room in
22 | which they conduct business with a consumer in English and in Spanish or any language regularly
23 | used by the Defendants’ customers stating the following:

24 | **“We are not attorneys. We may not tell you whether you qualify for a work permit,**
25 | **residency, citizenship or other immigration status. If you have any questions consult a**
26 | **licensed attorney who knows immigration law.”**

1 to the State's Civil Investigative Demand. Defendants shall contact consumers by U.S. mail,
2 and electronic mail where available, with a message that states as follows:

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

13 Defendants shall include a separate page stating as follows:

14 **My name is _____ (name of consumer). I paid**
15 **\$_____ to FRANK HERERRA or HERERRA'S SERVICES**
16 **UNLIMITED. Please send my refund to _____**
17 **(address of consumer).**

18 **4.2** Defendants shall issue refunds to consumers whose complaints are forwarded to
19 Defendants by the Washington State Attorney General's Office or any other agency or which
20 are received at any time after the date of the signing of this Consent Decree until they are
21 providing services in compliance with the IAA.

22 **4.3** Within sixty (60) days following the signing of this Consent Decree, Defendants
23 shall provide to the State a report detailing Defendants' contacts with consumers, including for
24 each consumer contacted: method of contact, whether the consumer responded, method used by
25 consumer to respond, consumer's name, address, phone number, and electronic mail address,
26 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.
Defendants shall retain copies of all transmissions and correspondences to and from the
consumers and shall produce them upon the request of the State.

1 **VII. TERMS OF PAYMENT**

2 7.1 Defendants shall pay a total of \$10,097.99 in full or in installments of \$420.75 per
3 month. The first monthly installment of \$420.75 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 JAMES T. SUGARMAN, WSBA # 39107
19 Attorney for State of Washington

20 _____
21 FRANK HERRERA, Individually
22 and on behalf of
23 HERRERA'S SERVICES UNLIMITED
24 a Washington sole proprietorship

25 Date: July 1, 2010
26