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**STATE OF WASHINGTON
SKAGIT COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

OSCAR HERNANDEZ, individually
and as part of his marital community;
ROSALINDA HERNANDEZ,
individually and as part of her marital
community; LA VOZ DE SKAGIT, a
Washington sole proprietorship,

Defendants.

NO.

CONSENT DECREE

I. JUDGMENT SUMMARY

- | | | |
|-----|----------------------------|---|
| 1.1 | Judgment Creditor: | State of Washington |
| 1.2 | Judgment Debtors: | OSCAR HERNANDEZ,
individually and as part of his
marital community; ROSALINDA
HERNANDEZ, individually and as
part of her marital community; LA
VOZ DE SKAGIT, a Washington
sole proprietorship. |
| 1.3 | Principal Judgment Amount: | |
| a. | Civil Penalties: | \$5,000 and \$45,000 suspended
pending Defendants' compliance
with the terms of this Consent
Decree. |
| 1.4 | Costs and Attorneys Fees: | \$5,765.45 |
| a. | Costs: | \$ 318.99 |

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 OSCAR HERNANDEZ, individually and as part of his marital
21 community; ROSALINDA HERNANDEZ, individually and as part of her marital community;
22 LA VOZ DE SKAGIT, a Washington sole 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
25 of any law alleged by the State.

- 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
5 active, current registration as an immigration assistant with the
6 Washington Secretary of State's office, including providing an updated
7 address and contact information to the Washington Secretary of State's
8 Offices:
- 9 i) Translating an immigration related form, translating a person's
10 responses to that form, or otherwise placing a person's responses
11 on to an immigration related form;
- 12 ii) Helping a person obtain any supporting documents regarding
13 immigration, including such documents as birth and marriage
14 certificates, criminal histories, and identification papers from
15 other countries; or
- 16 iii) Making referrals to attorneys for legal representation in an
17 immigration matter.
- 18 e. Defendants shall not claim the ability to obtain favors from or have
19 influence with a government immigration agency or that they can "fix
20 papers" or help obtain legal status or work authorization;
- 21 f. Defendants shall not keep any money, property or thing of value for
22 services not performed;
- 23 g. Defendants shall not fail to inform consumers in writing, in the language
24 used by the consumer, that they have seventy-two (72) hours to cancel
25 their contract with the Defendants;
26

- 1 h. Defendants shall not refuse to return documents to a consumer upon their
2 request, whether or not the consumer owes Defendants money;
- 3 i. Defendants shall not claim they are a notario, notary, notary public,
4 immigration consultant or any other title that could cause a person to
5 believe that Defendants possess special professional skills. In particular,
6 Defendants shall not use the phrase “notario publico” or the word
7 “notario” in any advertising, sign, solicitation, business card, stationery,
8 website or any other communication with consumers. Defendants shall
9 only use the word “notary” if it is accompanied by language making it
10 clear that Defendants cannot provide legal advice or services;
- 11 j. Defendants shall not misrepresent, directly or by implication, the nature
12 and value of the services they offer or the training, education, or legal
13 authority they possess;
- 14 k. Defendants shall not advise or help a person to falsify documents or to
15 misrepresent his or her identity;
- 16 l. Defendants shall not practice law, individually or through any business
17 entity, or provide any legal advice, including any advice regarding the law,
18 legal processes, requirements or forms associated with immigration,
19 taxation, employment, adoption and powers-of-attorney;
- 20 m. Defendants shall not appear on behalf of any person or entity to negotiate
21 an immigration related claim or transaction, nor shall they appear in
22 immigration proceedings without being an accredited representative;
- 23 n. Defendants shall not offer mortgage lending or brokering services without
24 being licensed by the Department of Financial Services; and
25
26

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

4 3.4 Defendants shall post a clearly visible sign in a conspicuous place in each room
5 in which they conduct business with a consumer in English and in Spanish or any language
6 regularly used by the Defendants' customers stating the following:

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

10 3.5 Defendants shall, before providing any assistance, give the consumer a written
11 contract in English and in the language used by the consumer that includes the following:

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

23 3.6 Cooperation. In addition, Defendants agree to cooperate fully with the State in
24 the pending litigation, other related litigation, and investigations by the State against other
25 entities and individuals with which the Defendants have had dealings, or of which the
26 Defendants have knowledge. Cooperation shall be reasonable, and shall include truthfully

1 answering questions, providing all relevant available documents in the Defendants' possession
2 or control, including financial records, and testifying, if requested by the State.

3 **IV. ATTORNEY'S FEES AND COSTS**

4 4.1 The State has expended over eleven (11) hours of attorney time and over
5 twenty-two (22) hours of paralegal and investigator time in the investigation and litigation of
6 this case.

7 4.2 Pursuant to RCW 19.86.080, The State shall recover and Defendants shall pay
8 the costs and reasonable attorney's fees incurred by the State in pursuing this matter in the
9 amount of \$5,765.45.

10 4.3 Interest will accrue on any unpaid balance of attorney's fees and costs at the rate
11 of twelve percent (12%) per annum.

12 4.4 In any successful action to enforce this Consent Decree against Defendants,
13 Defendants shall bear The State's reasonable costs, including reasonable attorneys' fees.

14 **V. CIVIL PENALTIES**

15 5.1 Pursuant to RCW 19.86.140, the State shall have and recover and Defendants
16 shall be liable for and shall pay civil penalties of \$50,000; however, \$45,000 of civil penalties
17 is suspended as to Defendants on the condition the Defendants comply with all of the
18 provisions of this Consent Decree.

19 5.2 In the event that the Court finds that Defendants are in material breach of any
20 provision of this Consent Decree, the civil penalties of \$45,000 shall automatically be
21 unsuspending and assessed against Defendants.

22 5.3 Interest on any unpaid balance of civil penalties including those that are
23 unsuspending and assessed shall accrue at the rate of twelve percent (12%) annum.

24 **VI. TERMS OF PAYMENT**

25 6.1 Defendants shall pay a total of \$10,765.45 in full or in monthly installments of
26 \$448.56 per month. The first monthly installment of \$448.56 is due August 1, 2010. Each

1 succeeding payment is due on the first day of each month thereafter until fully paid, or at such
2 other time as agreed to by the State in writing. The unpaid balance shall not bear interest as long
3 as Defendants payments are timely made. If Defendants default in the payment of this obligation,
4 the unpaid balance shall thereafter bear interest at the maximum rate permitted by Washington
5 law and the Attorney General may declare the unpaid balance immediately due and payable.

6 6.2 Defendants' payments shall first be applied to the State's attorneys fees and costs
7 until the attorney's fees and costs are paid in full.

8 6.3 Defendants shall make all payments by bank cashier's check payable to the
9 Attorney General - State of Washington, and shall be mailed or delivered to the Office of the
10 Attorney General, Consumer Protection Division, 800 Fifth Avenue, Suite 2000, Seattle,
11 Washington, 98164-1012, Attention: Cynthia Lockridge, unless otherwise agreed to in writing by
12 The State.

13 6.4 Defendants' failure to timely make a payment, without written agreement by the
14 State, shall be a material breach of this Consent Decree.

15 VII. ENFORCEMENT

16 7.1 If, after notice to Defendants and an opportunity to be heard at an evidentiary
17 hearing, the Court finds by a preponderance of evidence that Defendants have violated a material
18 condition of the Consent Decree, the State may seek imposition of additional conditions, civil
19 penalties, restitution, injunctive relief, attorney's fees, costs and such other remedies as the Court
20 may deem appropriate against Defendants.

21 7.2 Violation of any of the terms of this Consent Decree shall constitute a violation of
22 an injunction for which civil penalties of up to \$25,000 per violation may be sought by the AGO
23 pursuant to RCW 19.86.140, in addition to such other remedies as may be provided by law.

24 7.3 The violation of any term of this Consent Decree shall constitute a violation of the
25 CPA.

1 7.4 Jurisdiction is retained by this Court for the purpose of enabling any party to this
2 Consent Decree with or without the prior consent of the other party to apply to the Court at any
3 time for enforcement of compliance with this Consent Decree, to punish violations thereof, or
4 otherwise address the provisions of this Consent Decree.

5 7.5 Nothing in this Consent Decree shall be construed to limit or bar any other
6 governmental entity or person from pursuing other available remedies against Defendants or any
7 other person.

8 7.6 Under no circumstances shall this Consent Decree, or the name of the State of
9 Washington, the Office of the Attorney General, the Consumer Protection Division, or any of
10 their employees or representatives be used by Defendants or any of its members, directors,
11 successors, assigns, transferees, officers, agents, servants, employees, representatives, and all
12 other persons or entities in active concert or participation with Defendants, in connection with any
13 selling, advertising, or promotion of products or services, or as an endorsement or approval of
14 Defendants' acts, practices, or conduct of business.

15 7.7 The State shall be permitted, upon ten (10) days advance notice to Defendants,
16 to access, inspect and/or copy all business records or documents in possession, custody or
17 under control of Defendants to monitor compliance with this Consent Decree, provided that the
18 inspection and copying shall avoid unreasonable disruption of Defendants' business activities.

19 7.7 The State shall be permitted to question Defendants or any member, officer,
20 director, agent, or employee of Defendants by deposition pursuant to the provisions of CR 30 to
21 monitor compliance with this Consent Decree.

22 7.8 Defendants shall fully cooperate with the State and other civil regulatory agencies
23 in any civil investigation of any other person who advertised, marketed, or sold any of
24 Defendants' goods, products or services. Defendants also shall fully cooperate with Washington
25 and other civil regulatory agencies in any civil investigation of any other agent, employee,
26 independent contractor, or representative of Defendants who is alleged to have violated any of the

1 provisions of this Consent Decree. Defendants' failure to cooperate shall be a material breach of
2 this Consent Decree.

3 **VIII. DISMISSAL**

4 8.1 Except as provided above, this proceeding, in all other respects, is dismissed as to
5 the Defendants upon entry of this Consent Decree.

6 8.2 The Clerk of the Court is ordered to enter the foregoing Judgment and Consent
7 Decree immediately.

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

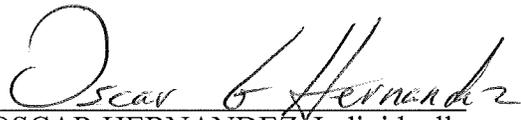
9
10 JUDGE/COURT COMMISSIONER

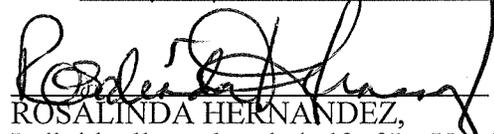
11 Approved for Entry and Presented by:

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

12 ROBERT M. MCKENNA
13 Attorney General

14 
15 JAMES T. SUGARMAN, WSBA # 39107
Attorney for State of Washington

16 
17 OSCAR HERNANDEZ, Individually
and on behalf of La Voz De Skagit, a
Washington sole proprietorship
Date: 7-7-2010

18 
19 ROSALINDA HERNANDEZ,
Individually and on behalf of La Voz De
Skagit, a Washington sole proprietorship
Date: 7/7/10