

PAULA T. DOW
ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street - 5TH Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Complainant

FILED

JUN 09 2011

Division of Consumer Affairs

By: Alina Wells
Deputy Attorney General
(973) 648-3762

STATE OF NEW JERSEY
DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS
DOCKET NO.: 11-036

PAULA T. DOW, Attorney General of the
State of New Jersey,

Complainant,

v.

RC TRAVEL LIMITED LIABILITY
COMPANY and ROXANNA RAMIREZ
CEDEÑO,

Respondents.

Administrative Action

COMPLAINT

PAULA T. DOW, Attorney General of the State of New Jersey (“Attorney General”), with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey by way of Complaint states:

PRELIMINARY STATEMENT

1. Opinion 41 of the New Jersey Committee on the Unauthorized Practice of Law (“Committee on the Unauthorized Practice of Law”) describes a pitfall to which immigrants are particularly vulnerable:

Considerable confusion has resulted when notaries in New Jersey have advertised themselves in the language of the potential consumer, with such words as "notario." In Mexico and other civil law countries, "notario" has a very different meaning from a "notary public" in the United States. While "notario" or "notario public" in civil law countries may be synonymous with "attorney," in the United States notaries public hold strictly a "witness" position. There have been many victims of "notario fraud" because persons come to notaries thinking that they will receive legal advice as they may have received in their native land.

(Opinion 41 of the Committee on the Unauthorized Practice of Law, 178 N.J.L.J. 444, October 25, 2004 and 13 N.J.L. 2273, November 1, 2004).

2. At all relevant times, RC Travel Limited Liability Company ("RC Travel") and/or Roxanna Ramirez Cedeño ("Cedeño") (collectively, "Respondents") have advertised, offered for sale and/or sold, among other things, income tax services, money transfer services, notary public services and preparation of immigration documents to consumers in the State of New Jersey ("State" or "New Jersey"). In so doing, Respondents have misrepresented the services that they could provide to consumers pertaining to immigration and citizenship. This conduct is in violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), and the Regulations Governing General Advertising Practices, N.J.A.C. 13:45A-9.1 et seq. ("Advertising Regulations").

PARTIES AND JURISDICTION

3. Pursuant to N.J.S.A. 52:17A-4, the Attorney General is charged with the responsibility of enforcing the laws of New Jersey, including the CFA, N.J.S.A. 56:8-1 et seq., as well as the regulations promulgated thereunder, N.J.A.C. 13:45A-1 et seq.

4. By this action, the Attorney General ("Complainant") seeks injunctive and other relief for violations of the CFA and Advertising Regulations. Complainant brings this action pursuant to

her authority under the CFA, specifically N.J.S.A. 56:8-3.1, N.J.S.A. 56:8-11, N.J.S.A. 56:8-13, N.J.S.A. 56:8-15, N.J.S.A. 56:8-18 and N.J.S.A. 56:8-19.

5. On July 1, 2006, RC Travel was established as a limited liability company in New Jersey. RC Travel's registered agent in the State is Roxanna Ramirez (upon information and belief, Cedeño), who maintains a mailing address of 5 Heckel Street, Belleville, New Jersey 07009.

6. At all relevant times, RC Travel has maintained a main business address of 524 Broadway, Newark, New Jersey ("RC Travel Location").

7. At all relevant times, Cedeño has been the Manager of RC Travel.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

8. At all relevant times, RC Travel and Cedeño advertised, offered for sale and/or sold services to consumers in New Jersey, including notary public, immigration, income tax, and money transfer services.

9. At all relevant times, Cedeño held a commission as a notary public by the State of New Jersey.

DIVISION'S UNDERCOVER INVESTIGATION

10. On or about March 24, 2011, Investigator Oscar Mejia ("Investigator Mejia") of the New Jersey Division of Consumer Affairs ("Division") received an advertisement concerning RC Travel.

11. The advertisement indicated the services that RC Travel was offering, including income tax, notary public and immigration.

12. The advertisement also included a photograph of a woman identified as "Roxana Cedeño, Manager."

13. On April 1, 2011, Investigator Oscar Mejia performed an undercover inspection of RC Travel.

14. The exterior of the RC Travel Location displayed a large awning with the words “RC Travel Agency” and “Immigracion, Notary Public, Envios de Dinero, Income Tax”. The window of the RC Travel Location advertised, among other services, immigration and notary public services.

15. Upon arrival at RC Travel, Investigator Mejia was greeted by Cedeño, who stated that she was the Manager.

16. At that time, Investigator Mejia inquired if Cedeño provided immigration services, to which Cedeño answered in the affirmative.

17. Investigator Mejia then advised Cedeño that he wished to marry a woman who was in the United States illegally.

18. Cedeño told Investigator Mejia that if this woman did not have documents, she would have to return to her native country and file documents there to become legal. Cedeño further stated that in such a situation she could not be of assistance.

19. Investigator Mejia then informed Cedeño that his girlfriend graduated from a college in the United States some years prior and that it was possible that she had arrived on a student visa.

20. Cedeño then advised that if such was the case, all they needed to do was for Investigator Mejia and his girlfriend to be married at City Hall, then to return to RC Travel with his new wife’s I-90 [student visa form] and her passport to complete immigration forms.

21. Cedeño advised Investigator Mejia that this course of action would resolve his fiancée’s immigration problem.

22. At his request, Cedeño provided Investigator Mejia with some notes as to this process.

23. Investigator Mejia then asked Cedeño whether she would fill out the forms for his fiancée. Cedeño replied in the affirmative.

24. In response to Investigator Mejia's question, Cedeño indicated that she would charge \$550.00 to fill out the necessary forms.

25. Investigator Mejia then requested and received from Cedeño a business card, which displayed the name "RC Travel" and indicated the services provided, which included immigration and notary public.

26. Before departing, Investigator Mejia inquired of Cedeño if she was a Notary Public. Cedeño responded in the affirmative.

COMMITTEE ON THE UNAUTHORIZED PRACTICE OF LAW

27. The Committee on the Unauthorized Practice of Law specifically addressed the question of whether a notary public may complete immigration forms:

When a person in New Jersey is commissioned as a notary public, he or she is given a copy of the New Jersey Notary Public Manual [...] The notary public manual states specifically that a notary public may not prepare a legal document, give advice on legal matters, or appear as a representative of another person in a legal proceeding. Notary fees are set by the regulations and are relatively modest. We emphasize that the practice of law includes the preparation or drafting of any kind of legal document and the giving of legal advice with regard to any document or matter.

(Opinion 41 of the Committee on the Unauthorized Practice of Law, 178 N.J.L.J. 444, October 25, 2004 and 13 N.J.L. 2273, November 1, 2004).

28. The Committee on the Unauthorized Practice of Law described in particular the situation which occurred at RC Travel:

In many cases investigated by this committee, notaries public have charged fees for improper services. Many of the fees are in addition to the normal charge for witnessing a signature and are highly excessive considering the permitted "witnessing fee" of two dollars and fifty cents (\$ 2.50) allowed by law. This Committee has seen incidents of hundreds of dollars charged by notaries to consumer-litigants who were told merely to sign what was put in front of them. They received only a cursory explanation by the non-lawyer notary who had prepared the papers.

(Opinion 41 of the Committee on the Unauthorized Practice of Law, 178 N.J.L.J. 444, October 25, 2004 and 13 N.J.L. 2273, November 1, 2004).

COUNT I

VIOLATION OF THE CFA BY RESPONDENTS (MISREPRESENTATIONS AND UNCONSCIONABLE COMMERCIAL PRACTICES)

29. Complainant repeats and realleges the allegations contained in paragraph 1 through 28 above as set forth more fully herein.

30. The C.F.A., N.J.S.A. 56:8-2 prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing[] concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby...

[N.J.S.A. 56:8-2.]

31. The CFA defines "merchandise" as including "any objects, wares, goods commodities, services or anything offered, directly to the public for sale." N.J.S.A. 56:8-1(c).

32. Respondents' offer to prepare immigration forms comprises merchandise within the meaning of the CFA.

33. In advertising, offering for sale and selling immigration services to consumers, Respondents have engaged in the use of misrepresentations and unconscionable commercial practices.

34. In the operation of their business, Respondents have engaged in the following misrepresentations:

- a. Advertising and offering for sale "notary public" and "immigration" services, thus, misleading consumers into believing that they are qualified to provide advice as to immigration and citizenship in the United States, when such is not the case; and
- b. Advertising and offering for sale "notary public" and "immigration" services, thus, misleading consumers into believing that they are qualified to prepare and file legal documents with the U.S. Citizenship and Immigration Services ("USCIS"), when such is not the case.

35. In the operation of their business, Respondents have engaged in the following unconscionable commercial practices:

- a. Providing advice to consumers concerning the preparation of USCIS legal documents, when not legally authorized to do so; and
- b. Providing consumers information as to charges for the preparation of USCIS documents, when not legally permitted to charge such fees.

36. Each misrepresentation and unconscionable commercial practice by Respondents constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.

COUNT II

VIOLATION OF THE ADVERTISING REGULATIONS BY RESPONDENTS

37. Complainant repeats and realleges the allegations contained in paragraph 1 through 36 above as set forth more fully herein.

38. The Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., promulgated pursuant to the C.F.A., among other things, govern general advertising practices.

39. Specifically, the Advertising Regulations provide, in pertinent part:

(a) Without limiting the application of N.J.S.A. 56:8-1.1 et seq., the following practices shall be unlawful with respect to all advertisements:

....

9. The making of false or misleading representations concerning the reasons for, existence or amounts or price reductions, the nature of an offering or the quantity of advertised merchandise for sale.

40. In the operation of their business, Respondents violated the Advertising Regulations including, but not limited to, the following:

- a. Advertising “notary public” and “immigration” services, thus, misleading consumers into believing that they are qualified to provide advice as to immigration and citizenship in the United States, when such is not the case; and
- b. Advertising “notary public” and “immigration” services, thus, misleading consumers into believing that they are qualified to prepare and file legal documents with the USCIS, when such is not the case.

41. Each violation of the Advertising Regulations by Respondents constitutes a per se violation of the CFA, N.J.S.A. 56:8-2.


1

PRAYER FOR RELIEF

WHEREFORE, based upon the foregoing allegations, Complainant respectfully requests the entry of an Order after a hearing as authorized by the CFA, N.J.S.A. 56:8-3.1:

- (a) Finding that the acts and omissions of Respondents constitute unlawful practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., and/or the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq.;
- (b) Directing Respondents and their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, corporations, independent contractors and all other entities directly under their control, to cease and desist from engaging in, continuing to engage in, or doing any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., and/or the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq.;
- (c) Directing the assessment of restitution amounts against Respondents, jointly and severally, to restore to any affected person, whether or not named in this Complaint, any money or real or personal property acquired by means of any practice alleged herein to be unlawful and found to be unlawful, as authorized by the CFA, N.J.S.A. 56:8-15;
- (d) Assessing the maximum statutory civil penalties against Respondents, jointly and severally, for each and every violation of the CFA, in accordance with the CFA, N.J.S.A. 56:8-13;
- (e) Directing the assessment of costs and fees, including attorneys' fees, against Respondents, jointly and severally, for the use of the State of New Jersey, as authorized by the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19; and
- (f) Granting such other relief as the interests of justice may require.

PAULA T. DOW
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Complainant

By: 

Alina Wells
Deputy Attorney General

Dated: June 9, 2011
Newark, New Jersey