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FILED

JUN 09 2011

Division of Consumer Affairs

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STATE OF NEW JERSEY
DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS
DOCKET NO.: 11-037

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

Complainant,

v.

LILI PABLO AGENTS, LLC d/b/a
COSTAMAR TRAVEL AGENCY,

Respondent.

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, Lili Pablo Agents, LLC d/b/a Costamar Travel Agency ("Costamar Travel" or "Respondent") has advertised, offered for sale and/or sold, among other things, income tax, notary public, immigration and computer services to consumers in the State of New Jersey ("State" or "New Jersey"). In so doing, Respondent has misrepresented the services that it 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 January 13, 2004, Costamar Travel was established as a limited liability company in New Jersey. Costamar Travel's registered agent in the State is Pedro P. Flores, who maintains a mailing address of 45 Tappan Avenue, Belleville, New Jersey 07109.

6. At all relevant times, Costamar Travel has maintained a main business address of 846 Elizabeth Avenue, Elizabeth, New Jersey ("Costamar Travel Location").

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

7. At all relevant times, Costamar Travel has advertised, offered for sale and/or sold services to consumers in New Jersey, including notary public, immigration, income tax and computer services.

DIVISION'S UNDERCOVER INVESTIGATION

8. On April 1, 2011, Investigator Oscar Mejia ("Investigator Mejia") of the New Jersey Division of Consumer Affairs ("Division") performed an undercover inspection of the Costamar Travel Location.

9. At that time, the main entrance to the Costamar Travel Location was a glass door that contained the following words in blue lettering: "Income Tax," "Notaria" and "Computer Service." In addition, there was a glass window through which was visible a white sign including the term "Immigracion".

10. Upon arriving at the Costamar Travel Location, Investigator Mejia was advised that there was a woman working in the back office.

11. Investigator Mejia proceeded to the back of the Costamar Travel Location and knocked on the door of the back office. In response, Investigator Mejia heard a female voice state that she would be out in a few minutes.

12. When the woman appeared, she identified herself as the Manager.

13. Investigator Mejia then inquired of the Manager if she was a notary public, to which she answered in the affirmative.

14. Investigator Mejia then explained to the Manager that he recently became engaged to his girlfriend, who told him that she was in the United States illegally. More specifically, Investigator Mejia stated that his girlfriend was in the United States on an expired student visa.

15. The Manager told Investigator Mejia that she could assist him in resolving the matter. The Manager then asked whether Investigator Mejia was marrying for love or for documentation.

16. Investigator Mejia told the Manager that he was marrying for love.

17. Investigator Mejia proceeded to tell the Manager that he had no knowledge of any immigration matters and that any help would be greatly appreciated.

18. Investigator Mejia then asked the Manager to explain the legalization process. The Manager responded that Investigator Mejia and his girlfriend would need to be married before she would discuss the process with him. The Manager further advised that she could answer Investigator Mejia's questions on the afternoon of the following day, April 2, 2011, when her boss would be present.

19. Investigator Mejia then asked the Manager if she would complete the necessary immigration forms, to which she answered in the affirmative.

20. On April 2, 2011, Investigator Mejia called Costamar Travel but was unable to speak further with the Manager.

COMMITTEE ON THE UNAUTHORIZED PRACTICE OF LAW

21. 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.J. 2273, November 1, 2004).

22. The Committee on the Unauthorized Practice of Law described in particular the situation which occurred at Costamar 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 RESPONDENT
(MISREPRESENTATIONS AND
UNCONSCIONABLE COMMERCIAL PRACTICES)**

23. Complainant repeats and realleges the allegations contained in paragraph 1 through 22 above as set forth more fully herein.

24. 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.]

25. 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).

26. Respondent’s offer to prepare immigration forms comprises merchandise within the meaning of the CFA.

27. In advertising, offering for sale and selling immigration services to consumers, Respondent has engaged in the use of misrepresentations and unconscionable commercial practices.

28. In the operation of its business, Respondent has engaged in the following misrepresentations:

- a. Advertising and offering for sale “notary public” and “immigration” services, thus, misleading consumers into believing that it is 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 it is qualified to prepare and file legal documents with the U.S. Citizenship and Immigration Service (“USCIS”), when such is not the case.

29. In the operation of its business, Respondent has engaged in the following unconscionable commercial practice: Providing advice to consumers concerning the preparation of USCIS legal documents, when not legally authorized to do so.

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

COUNT II

VIOLATION OF THE ADVERTISING REGULATIONS BY RESPONDENT

31. Complainant repeats and realleges the allegations contained in paragraph 1 through 30 above as set forth more fully herein.

32. 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.

33. 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.

34. In the operation of its business, Respondent violated the Advertising Regulations including, but not limited to, the following:

- a. Advertising “notary public” and “immigration” services, thus, misleading consumers into believing that it is 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 it is qualified to prepare and file legal documents with the USCIS, when such is not the case.

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

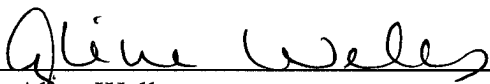
PRAYER FOR RELIEF

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 Respondent 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 Respondent and its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, corporations, independent contractors and all other entities directly under its 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 Respondent 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 Respondent 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 Respondent 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