

JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY  
Division of Law  
124 Halsey Street, Fifth Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for New Jersey Division of Consumer Affairs

**FILED**

MAR - 4 2013

**Division of Consumer Affairs**

By: Alina Wells  
Deputy Attorney General  
(973) 648-3070

STATE OF NEW JERSEY  
DEPARTMENT OF LAW & PUBLIC  
SAFETY  
DIVISION OF CONSUMER AFFAIRS  
DOCKET NO.: 11-066

JEFFREY S. CHIESA, Attorney General of  
the State of New Jersey,

Complainant,

v.

RAFAÉL GARCIA t/a CORAZÓN  
TRAVEL AGENCY t/a CORAZON  
AGENCY and RAFAÉL GARCIA,  
INDIVIDUALLY,

Respondents.

Administrative Action

CONSENT ORDER

**WHEREAS** this matter having been opened by Jeffrey S. Chiesa, Attorney General of the State of New Jersey (“Complainant”), as an Administrative Complaint alleging that Rafaél Garcia t/a Corazón Travel Agency t/a Corazón Agency and Rafaél Garcia, individually (“Respondents”) have committed violations 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”), (hereinafter the “Action”);

**WHEREAS** the Complainant alleges that the Respondents violated the CFA and Advertising Regulations in connection with their business of offering for sale to Consumers, among other things, income tax services, money transfer services, notary public services and preparation of immigration documents in the State of New Jersey.

**WHEREAS** the Respondents deny that they have committed any violation of the CFA or Advertising Regulations;

**WHEREAS** the Complainant and Respondents (collectively, the “Parties”) having reached an amicable agreement thereby resolving the issues in controversy and concluding this Action without the need for further action, and Respondents having voluntarily cooperated and consented to the entry of the within order (hereinafter “Consent Order”), and for good cause shown,

**IT IS ORDERED and AGREED** as follows:

**1. EFFECTIVE DATE**

1.1 This Consent Order shall be effective on the date that it is filed with the Division (“Effective Date”).

**2. DEFINITIONS**

As used in this Consent Order, the following words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Order:

2.1 “Additional Consumer” shall refer to any Consumer who submits to the Division directly or through another agency, after the Effective Date, a written Consumer complaint concerning Respondent's business practices.

2.2 “Advertisement” shall be defined in accordance with N.J.S.A. 56:8-1(a).

2.3 “Attorney General” shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

2.4 “Consumer” shall refer to any Person who is offered Merchandise, defined in accordance with N.J.S.A. 56:8-1(c), for Sale.

2.5 “Division” refers to the New Jersey Division of Consumer Affairs.

2.6 “Include” and “Including” shall be construed as broadly as possible and shall mean “without limitation.”

2.7 “Notary Public” shall refer to a person commissioned as a Notary Public by the New Jersey Department of the Treasury.

2.8 “Person[s]” shall be defined in accordance with N.J.S.A. 56:8-1(d).

2.9 “Represent” shall mean to present, describe, state or set forth through statements, conduct, graphics, language and/or documents.

2.10 “Restitution” shall refer to all methods undertaken by Respondents to resolve Consumer complaints including, but not limited to, the issuance of refunds and the reversal of credit card or debit card charges.

2.11 “Sale” shall be defined in accordance with N.J.S.A. 56:8-1(e).

2.12 “USCIS” shall refer to the United States Customs and Immigration Service.

### **3. BUSINESS PRACTICES AND INJUNCTIVE RELIEF**

3.1 Respondents shall not engage in any unfair or deceptive acts or practices in the conduct of their business in the State and shall comply with all applicable State and/or Federal laws, rules and regulations, as now constituted or as may hereafter be amended, Including the CFA and/or the Advertising Regulations.

3.2 Respondents shall not mislead Consumers into believing that Respondents are qualified to provide advice as to immigration and citizenship in the United States, when such is not the case.

3.3 Respondents shall not mislead Consumers into believing that Respondents are qualified to prepare and file legal documents with USCIS, when such is not the case.

3.4 Respondents shall not provide advice to Consumers concerning the preparation of USCIS legal documents, when not legally authorized to do so.

3.5 Respondents shall not provide Consumers with information as to charges for the preparation of USCIS documents, when not legally permitted to charge such fees.

### **4. SETTLEMENT PAYMENT**

4.1 The Parties have agreed to a settlement of the Action in the amount of Ten Thousand and 00/100 Dollars (\$10,000) ("Settlement Amount").

4.2 Out of the Settlement Amount, Respondents shall pay the sum of Three Thousand and 00/100 Dollars (\$3,000.00) ("Settlement Payment"). The Settlement Payment comprises civil penalties, pursuant to N.J.S.A. 56:8-13 and reimbursement of Plaintiffs' attorneys' fees and investigative costs, pursuant to N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19.

4.3 Respondents shall pay the Settlement Payment as follows:

- a. One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) shall be paid on or before February 15, 2013; and
- b. The remaining One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) shall be paid in two (2) equal installments of Seven Hundred Fifty and 00/100 Dollars (\$750.00), with the first installment due on March 15, 2013, and the second installment due on April 15, 2013.

4.4 Respondents shall make the Settlement Payment by cashier's check, attorney trust account check or other guaranteed funds made payable to "New Jersey Division of Consumer Affairs" and forwarded to:

Alina Wells, Deputy Attorney General  
Consumer Fraud Prosecution Section  
State of New Jersey  
Office of the Attorney General  
Department of Law and Public Safety  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

4.5 Upon making the payments referenced in Section 4.3, Respondents shall immediately be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Plaintiffs pursuant to the terms herein.

4.6 For a period of one (1) year from the Effective Date, the Seven Thousand and 00/100 Dollars (\$7,000) balance of the Settlement Amount, which comprises civil penalties, pursuant to N.J.S.A. 56:8-13 and reimbursement of Plaintiffs' attorneys' fees and investigative costs, pursuant to N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19, shall be suspended ("Suspended Penalty") and automatically vacated at the end of that period, provided:

- (a) Respondents comply in all material respects with the restraints and conditions set forth in this Consent Judgment; and
- (b) Respondents make the Settlement Payment in the manner required under Sections 4.3 and 4.4.

4.7 In the event Respondents materially fail to comply with Section 4.6, Plaintiffs shall provide Respondents with notice seeking payment of the entire Suspended Penalty of Seven Thousand and 00/100 Dollars (\$7,000). In any such notice, however, Plaintiffs shall provide Respondents with the specific details of their alleged noncompliance, as well as any supporting documentation. Respondents shall be afforded a fifteen (15) day period from receipt of such notice within which to cure any such noncompliance. In the event of Respondents' failure to cure any such noncompliance, Plaintiffs may move on Notice of Motion or Order to Show Cause to have a Judgment entered for the Suspended Penalty. Respondents shall retain all defenses available to them and shall have the right to submit opposition to any Motion or Order to Show Cause application filed by Plaintiffs, and to contest same on any return date.

## **5. GENERAL PROVISIONS**

5.1 This Consent Order is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Consent Order.

5.2 This Consent Order shall be governed by, and construed and enforced in accordance with, the laws of the State.

5.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Order and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Order.

5.4 This Consent Order contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Order shall be modified only by a written instrument signed by or on behalf of the Parties.

5.5 Except as otherwise explicitly provided in this Consent Order, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

5.6 If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

5.7 This Consent Order shall be binding upon Respondents as well as their owners, principals, officers, directors, agents, employees, successors and assigns, and any Person through which it may now or hereafter act, as well as any Persons who have authority to control or who, in fact, control and direct their business.

5.8 This Consent Order shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Order avoid compliance with this Consent Order.

5.9 This Consent Order is entered into by the Parties for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Order shall be construed as: (a) an approval, sanction or authorization by the Division or any other governmental unit of the State of any act or practice of Respondents; or (b) an admission by Respondents that any of their acts or practices described in or prohibited by this Consent Order are unfair or deceptive or violate the CFA and/or the Advertising Regulations. Neither the existence of, nor the terms of this Consent Order shall be deemed to constitute evidence or precedent of any kind except in: (a) an

action or proceeding by one of the Parties to enforce, rescind or otherwise implement any or all of the terms herein; or (b) an action or proceeding involving a Released Claim (as defined in Section 7) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

5.10 This Consent Order is a public document subject to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

5.11 Unless otherwise prohibited by law, any signatures by the Parties required for filing of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Order.

## **6. REPRESENTATIONS AND WARRANTIES**

6.1 The Parties Represent and warrant that their signatories to this Consent Order have authority to act for and bind the respective Parties.

6.2 Respondents Represent and warrant that they will inform Consumers of the actions Respondents can and cannot legally undertake on a Consumer's behalf, regarding USCIS documentation and forms.

6.3 Respondents Represent and warrant that they will not provide any advice to Consumers regarding the types of USCIS forms to file, how to answer questions on such forms, or other such advice related to the completion and filing of USCIS forms.

6.4 Respondents Represent and warrant that they will provide Notary Public services in accordance with the New Jersey Notary Public Manual.

## **7. RELEASE**

7.1 In consideration of the injunctive relief, Settlement Payment, undertakings, mutual promises and obligations provided for in this Consent Order, the Complainant hereby agrees to release Respondents from any and all civil claims or Consumer-related administrative claims, to the extent permitted by State law, which the Complainant could have brought prior to the Effective Date against Respondents for violations of the CFA and/or the Advertising Regulations as alleged in the Action, as well as the matters specifically addressed in this Consent Order (the "Released Claims").

7.2 Notwithstanding any term of this Consent Order, the following do not comprise Released Claims: (a) private rights of action; (b) actions to enforce this Consent Order; and (c) any claims against Respondents by any other agency or subdivision of the State.

## **8. PENALTIES FOR FAILURE TO COMPLY**

8.1 The Attorney General (or designated representative) shall have the authority to enforce the injunctive provisions of this Consent Order or to seek sanctions for violations hereof or both.

8.2 The Parties agree that any future violations of the injunctive provisions of this Consent Order, the CFA and/or the Advertising Regulations shall constitute a second or succeeding violation under N.J.S.A. 56:8-13 and that Respondents may be liable for enhanced civil penalties.

## **9. COMPLIANCE WITH ALL LAWS**

9.1 Except as provided in this Consent Order, no provision herein shall be construed as:

- a. Relieving Respondents of their obligation to comply with all State and Federal laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or
- b. Limiting or expanding any right the Division may otherwise have to obtain information, documents or testimony from Respondents pursuant to any State or Federal law, regulation or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right Respondents may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Division to obtain such information, documents or testimony.

#### **10. NOTICES UNDER THIS CONSENT ORDER**

10.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Division or Respondents pursuant to this Consent Order shall be sent by United States mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Complainant:

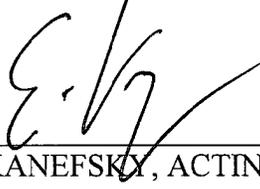
Alina Wells  
Deputy Attorney General  
State of New Jersey  
Department of Law and Public Safety  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

For the Respondents:

Victor M. Urbaez, Esq.  
90 Passaic Street  
Garfield, New Jersey 07026

IT IS ON THE 4<sup>th</sup> DAY OF March, 2013 SO ORDERED.

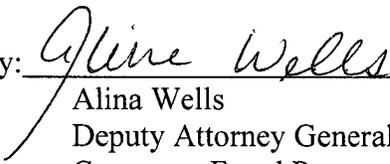
JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY

By:   
ERIC T. KANEFSKY, ACTING DIRECTOR  
DIVISION OF CONSUMER AFFAIRS

THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS  
CONSENT ORDER ON THE DATES ADJACENT TO THEIR RESPECTIVE  
SIGNATURES.

FOR THE DIVISION:

JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY

By:   
Alina Wells  
Deputy Attorney General  
Consumer Fraud Prosecution Section  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

Dated: 2/22, 2013

FOR THE RESPONDENTS:

VICTOR M. URBAEZ, ESQ.

By:   
Victor M. Urbaez, Esq.  
90 Passaic Street  
Garfield, New Jersey 07026

Dated: 1/22/13, 2013

CORAZÓN TRAVEL AGENCY T/A CORAZÓN AGENCY

By:   
Rafaél Garcia  
Owner

Dated: 1/29/13, 2013

RAFAÉL GARCIA

By:   
Rafaél Garcia

Dated: 1/29/13, 2013