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FILED

JAN 28 2016

Division of Consumer Affairs

By: Alina Wells
Deputy Attorney General
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STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS

In the Matter of

MARTINEZ TRAVEL AGENCY
INCORPORATED AND JUAN LUIS
GIRAO,

Respondent.

Administrative Action
No. NOV 1500311

CONSENT ORDER

WHEREAS this matter having been opened by the New Jersey Division of Consumer Affairs, Office of Consumer Protection (“Division”), as an investigation to ascertain whether 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”), have been or are being committed by Martinez Travel Agency Incorporated, a New Jersey For Profit Corporation (“Martinez Travel Agency”), with a main business address of 96 Market Street, Paterson, New Jersey 07505, and Juan Luis Girao as well as by the owners, officers,

directors, managers, employees, representatives and/or agents of Martinez Travel Agency (collectively, "Respondents") (hereinafter referred to as the "Investigation");

WHEREAS on September 25, 2015, the Division issued a Notice of Violation and Offer of Settlement ("NOV"), which alleged that Respondents violated the CFA and Advertising Regulations in connection with their Advertisement, offering for Sale and/or Sale to Consumers of, among other things, income tax services, notary public services and preparation of immigration documents;

WHEREAS on October 28, 2015, Respondents filed an Answering Certification in which they did not contest the violations alleged in the NOV but requested a Mitigation Conference; and

WHEREAS the Division and Respondents (collectively, "Parties") have reached an amicable agreement hereby resolving the issues in controversy and concluding this Investigation without the need for further action, and Respondents having voluntarily cooperated with the Investigation and consented to the entry of the within order ("Consent Order"), and for good cause shown:

IT IS ORDERED AND AGREED as follows:

1. EFFECTIVE DATE

1.1 This Consent Order is 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 "Advertisement" shall be defined in accordance with N.J.S.A. 56:8-1(a), for purposes of the CFA, and in accordance with N.J.A.C. 13:45A-9.1, for purposes of the Advertising

Regulations. These definitions apply to other forms of the term “Advertisement,” Including “Advertise.”

2.2 “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.

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

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

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

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

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

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

3. REQUIRED AND PROHIBITED BUSINESS PRACTICES

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 Advertise and offer for Sale “immigration” services.

3.3 Respondents shall not Advertise and offer for Sale “Notary Public” services, in such a way that they mislead 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, in violation of N.J.S.A. 56:8-2 and N.J.A.C. 13:45A-9.2(a)(9).

3.4 Respondents shall not Advertise and offer for Sale "Notary Public" services, in such a way that they mislead Consumers into believing that they are qualified to prepare and file legal documents with the USCIS, when such is not the case, in violation of N.J.S.A. 56:8-2 and N.J.A.C. 13:45A-9.2(a)(9).

3.5 Respondents shall not provide advice to Consumers concerning the preparation of USCIS legal documents, when not legally authorized to do so, in violation of N.J.S.A. 56:8-2.

3.6 Respondents shall not provide Consumers with information as to charges for the preparation of USCIS documents, when not legally permitted to charge such fees, in violation of N.J.S.A. 56:8-2.

3.7 Respondents shall not provide any immigration advice without participation in the Recognition & Accreditation Program with the USCIS.

4. SETTLEMENT PAYMENT

4.1 The Parties have agreed to a settlement of the Investigation in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) ("Settlement Payment"), which comprises civil penalties, pursuant to N.J.S.A. 56:8-13.

4.2 Respondents shall make the Settlement Payment according to the following schedule:

- A. Three Thousand and 00/100 Dollars (\$3,000.00) shall be paid on the Effective Date; and
- B. The remaining Seven Thousand and 00/100 Dollars (\$7,000.00) shall be paid in seven (7) equal installments of One Thousand and 00/100 Dollars (\$1,000.00), with each installment due on the first day of each month, beginning March 1, 2016, with the final installment due on September 1, 2016.

4.3 Respondents shall make the Settlement Payment by certified or cashier's check, money order, wire transfer or credit card made payable to the "New Jersey Division of Consumer Affairs" and forwarded to:

Case Management Tracking
New Jersey Department of Law and Public Safety
Division of Consumer Affairs
124 Halsey Street
P.O. Box 45025
Newark, New Jersey 07101
Attention: Van Mallett, Supervisor

4.4 Upon making the Settlement Payment, 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 Division pursuant to the terms herein.

4.5 In the event Respondents fail to comply with Section 4.2, the Division shall provide Respondents with written notice of default or noncompliance, seeking payment of any unpaid portion of the Settlement Payment (“Notice of Noncompliance”). In any such Notice of Noncompliance, the Division shall provide Respondents with the specific details of the alleged default or noncompliance, as well as any supporting documents, and shall afford Respondents a fifteen (15) day period from receipt of the Notice of Noncompliance within which to cure the default or noncompliance. In the event Respondents fail to cure the default or noncompliance, the Division will file a Certificate of Debt for any unpaid portion of the Settlement Payment.

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 between 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 in this Consent Order shall be construed to limit the authority of the Attorney General to protect the interests of 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' employees, representatives, successors and assigns, and any Person through which they 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 be used to 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 constitute, or be construed as: (a) an approval, sanction or authorization by the Attorney General, the Division or any other governmental unit of the State of any act or practice of Respondents; and (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 any of the Consumer protection laws of the State.

5.10 This Consent Order is not intended, and shall not be deemed, to constitute evidence or precedent of any kind except in: (a) any action or proceeding by one of the Parties to enforce, rescind or otherwise implement or affirm any or all of the terms of this Consent Order; or (b) any action or proceeding involving a Released Claim (as defined in Section 6) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

5.11 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.

5.12 Unless otherwise prohibited by law, any signatures by the Parties required for entry 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.

5.13 The Parties represent and warrant that an authorized representative of each has signed this Consent Order with full knowledge, understanding and acceptance of its terms and that the representative has done so with authority to legally bind the respective Party.

6. RELEASE

6.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Respondents making the Settlement Payment in the manner specified in Section 4, the Division 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 Division could have brought prior to the Effective Date against Respondents for violations of CFA and/or the Advertising Regulations arising from the Investigation, as well as the matters specifically addressed in this Consent Order (“Released Claims”).

6.2 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.

7. PENALTIES FOR FAILURE TO COMPLY

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

7.2 The Parties agree that any future violations of Section 3 of this Consent Order and/or the CFA and/or the Advertising Regulations shall constitute a second or succeeding violation under N.J.S.A. 56:8-13 and that the Respondents may be liable for enhanced civil penalties.

8. COMPLIANCE WITH ALL LAWS

8.1 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.

9. NOTICES UNDER THIS CONSENT ORDER

9.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Parties 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 tracking

services and identification of Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Division:

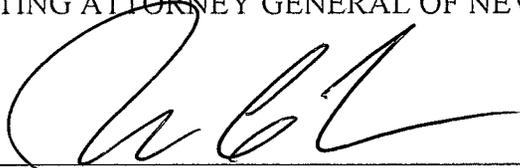
Alina Wells, Deputy Attorney General
Consumer Fraud Prosecution Section
State of New Jersey
Department of Law and Public Safety
Division of Law
124 Halsey Street- 5th Floor
Newark, New Jersey 07101

For the Respondents:

Lorane L. Posner, Esq.
Law Office of Lorane L. Posner
One Gateway Center, Suite 105
Newark, New Jersey 07102

IT IS ON THE 28th DAY OF January, 2016 SO ORDERED.

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: 

STEVE C. LEE, ACTING DIRECTOR
DIVISION OF CONSUMER AFFAIRS

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

FOR THE DIVISION:

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: Alina Wells
Alina Wells
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: January 27, 2016

124 Halsey Street – 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

FOR THE RESPONDENTS:

LAW OFFICE OF LORANE L. POSNER

By: Lorane L. Posner
Lorane L. Posner, Esq.
Law Office of Lorane L. Posner
One Gateway Center, Suite 105
Newark, New Jersey 07102

Dated: 1/20, 2016

MARTINEZ TRAVEL GROUP INCORPORATED

By: Juan L. Girao
Juan Luis Girao, Owner

Dated: 02-01, 2016

96 Market Street
Paterson, New Jersey 07505

JUAN LUIS GIRAO

By: Juan L. Girao
Juan Luis Girao

Dated: 02-01, 2016

96 Market Street
Paterson, New Jersey 07505