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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

THE PEOPLE OF THE STATE OF CALIFORNIA, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 WALTER WENKO, MIAO HUANG, ASIAN )  
 PACIFIC LEGAL SERVICES, JING RUGGLES, )  
 MARK I. ROSE, ESQ., PATRICIA M. BOAG, )  
 ESQ., PETER A. NELSON, ESQ., WALTER )  
 BURRIER, ESQ., HUESTON G. FORTNER, ESQ., )  
 KAREN L. O'DONNELL, ESQ. AND DOES 1 )  
 THROUGH 50, inclusive, )  
 )  
 Defendants. )  
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CASE NO. BC 259057  
**[PROPOSED] STATEMENT OF  
DECISION**  
**[Calif. Code of Civil Procedure § 632;  
Calif. Rules of Court, Rule 232]**  
**[The Hon. Jon Mayeda]**  
Dept.: 72  
Trial Date: Dec. 5, 2003  
Action Filed: Oct. 3, 2001

This case came on for trial on December 4, 2003, in Department 72 of the above-referenced court, the Honorable Jon Mayeda, presiding without a jury. The case was tried on December 4, 8, 9, 10, 11, 15 and 16, 2003. Deputy Attorneys General Sabrina S. Kim and Catherine Z. Ysrael appeared as counsel for Plaintiff the People of the State of California (“People” or “Plaintiff”). Timothy McCandless appeared as counsel for defendant Miao Huang (“Huang”).

Oral and documentary evidence was introduced on behalf of the respective parties and the

1 cause was argued and submitted for decision. The court, having considered the evidence and heard the  
2 arguments of counsel and being fully advised, issues the following statement of decision:

3 **PARTIES**

4 1. Plaintiff is the People of the State of California, by and through the Attorney General, Bill  
5 Lockyer.

6 2. Defendant Miao Huang (“Huang”) is an individual.

7 3. Defendant Walter Wenko (“Wenko”) is an individual.

8 4. Wenko and Huang have done business as Asian Pacific Legal Services (“APLS”) and  
9 Asian Pacific Services (“APS”). For purposes of this statement of decision, in referring to Asian  
10 Pacific Legal Services, Asian Pacific Services, APLS, APS or “Defendants,” the Court is referring  
11 collectively to Wenko and Huang.

12 5. Plaintiff filed this lawsuit against three non-attorneys (Wenko, Huang, and a former  
13 employee, Jing Ruggles) (“Non-Attorney Defendants”) and six attorneys (Mark Rose, Patricia Boag,  
14 Peter Nelson, Walter Burrier, Hueston Fortner, and Karen O’Donnell) (collectively “Attorney  
15 Defendants”). Of these, all defendants have entered into stipulated final judgments with the People  
16 prior to the trial in this action, with the exception of Wenko and Huang.

17 6. On September 19, 2003, the Court granted terminating sanctions with respect to Wenko  
18 and entered default against him. At the final status conference on October 1, 2003, the Court agreed to  
19 permit evidence introduced at trial to be deemed admissible for purposes of the default prove-up  
20 against Wenko.

21  
22 **SUMMARY**

23 7. The operative pleadings are the People’s Complaint for civil penalties, injunction and  
24 other equitable relief filed on October 3, 2001, and Huang and Wenko’s answer to the People’s  
25 Complaint, served on or about April 26, 2002.

26 8. The People’s Complaint alleges three causes of action based on (1) violation of California  
27 Business and Professions Code section 17200 et seq. (“Section 17200”); (2) violation of California  
28 Penal Code section 653.55; and (3) violation of California Business and Professions Code section

1 17500 et seq. ("Section 17500").

2 9. In relevant summary, Plaintiff alleges the following with respect to Huang, and the  
3 Court finds that the following allegations were proven by Plaintiff.

4 Wenko is a disbarred attorney who has been prohibited from practicing law in California since  
5 May 15, 1998, when the California State Bar ("Bar") enrolled him as an inactive member of the Bar.  
6 He was later disbarred on December 19, 1998.

7 Wenko and his wife, Huang, wholly owned and operated a business known as Asian Pacific  
8 Legal Services and/or Asian Pacific Services from approximately April or May 1998 to at least  
9 October 2001. They operated their business first in Alhambra, at 2618 Main Street, and later in  
10 Monterey Park, at 606 Monterey Pass Road.

11 Defendants solicited prospective clients by, among other things, advertising they were a law  
12 office that would provide clients with legal services from an experienced immigration attorney. They  
13 advertised in the Zhong Guo Daily News, a daily Chinese newspaper, from April 1998 to September  
14 2000. They also advertised in the Chinese Consumer Yellow Pages for the years 1999, 2000, and  
15 2001.

16 During this same time period, from approximately April 1998 through 2001, Wenko and Huang  
17 also held themselves out as a law office to APLS clients, whom they induced to enter into contracts for  
18 which consumers paid between \$1,800 and \$8,000, to obtain "legal services" to be provided by "Asian  
19 Pacific Attorney's Office" (which is the literal translation of the Chinese characters used to spell "Asian  
20 Pacific Legal Services").

21 Wenko and Huang engaged in the unauthorized practice of law with respect to these APLS  
22 clients, preparing the pleadings, letters to the Immigration and Naturalization Service ("INS"), and other  
23 documents necessary for their clients' applications for asylum and related immigration relief. To  
24 facilitate their unauthorized practice of law, Wenko and Huang hired appearance attorneys to make  
25 discrete appearances on behalf of APLS clients before the INS asylum office and in immigration courts.

26 10. The Court finds that from at least February 1999 until at least October 2001, Huang violated  
27 Section 17200 et seq. by violating (1) the California Immigration Consultants Act, Business and  
28 Professions Code section 22440 et seq., (2) the California State Bar Act, Business and Professions

1 Code Section 6100 et seq., and (3) Business and Professions Code Section 17500 et seq.<sup>1/</sup>

2 However, the Court finds that Plaintiff failed to prove beyond a reasonable doubt that Huang violated  
3 Penal Code section 653.55.

4 11. Accordingly, the Court orders Huang to pay \$175,000 in civil penalties for violations of Section  
5 17200 et seq. and \$175,000 in civil penalties for violations of Section 17500 et seq. In addition to the  
6 \$350,000 in civil penalties, the Court orders full restitution for the three consumer victims who testified  
7 at trial, and further issues a permanent injunction with respect to Huang.

8 **MATTERS DECIDED**

9 **I. VIOLATION OF SECTION 17200 ET SEQ.**

10 12. Section 17200 defines unfair competition as: “any unlawful, unfair or fraudulent business  
11 act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by  
12 Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions  
13 Code.” Violations of statutory and regulatory law constitute unfair competition within the purview of  
14 Business and Professions Code section 17200. (*Bank of the West v. Superior Court* (1992) 2  
15 Cal.4th 1254, 1266; *Committee on Children’s Television, Inc. v. General Foods Corp.* (1983) 35  
16 Cal.3d 197, 209-210.) A fraudulent business act or practice is one that is likely to deceive members of  
17 the public. (*Saunders v. Superior Court* (1974) 27 Cal.App.4th 832, 839.)

18 California’s unfair competition law (UCL) (§ 17200 et seq.) defines  
19 ‘unfair competition’ to mean and include ‘any unlawful, unfair or  
20 fraudulent business act or practice and unfair, deceptive, untrue or  
21 misleading advertising and any act prohibited by [the false advertising  
22 law (§ 17500 et seq.)]’ (§ 17200.) The UCL’s purpose is to protect  
23 both consumers and competitors by promoting fair competition in  
commercial markets for goods and services. [Citation.] ¶ The UCL’s  
scope is broad. By defining unfair competition to include any ‘unlawful  
. . . business act or practice’ (§ 17200, italics added), the UCL  
permits violations of other laws to be treated as unfair competition that  
is independently actionable. [Citation.]

24 (*Kasky v. Nike, Inc.* (2002) 27 Cal.4th 939, 949.)

25 The UCL overlaps with Section 17500 in regulating false advertising.  
26 As the California Supreme Court explained in *Kasky v. Nike, supra*:  
This court has recognized that ‘[a]ny violation of the false advertising

27  
28 1. Unless otherwise noted, all statutory references are to the California Business and Professions Code.

1 law . . . necessarily violates' the UCL. [Citation.] We have also  
2 recognized that these laws prohibit `not only advertising which is false,  
3 but also advertising which[,] although true, is either actually misleading  
4 or which has a capacity, likelihood or tendency to deceive or confuse  
5 the public.' [Citation.] thus, to state a claim under either the UCL or  
6 the false advertising law, based on false advertising or promotional  
7 practices, `it is necessary only to show that `members of the public are  
8 likely to be deceived.'" [Citations.]

9 (*Kasky v. Nike, supra*, 27 Cal.4th at pp. 950-951.)

10 As set forth below, Wenko and Huang's business scheme was unlawful and fraudulent.

11 **A. Violation of the Immigration Consultants Act**

12 10. Based upon the evidence presented at trial and the issue sanctions against Huang, the  
13 Court finds that Huang committed numerous violations of the Immigration Consultants Act ("ICA"),  
14 Business and Professions Code Section 22440 et seq., as follows. The ICA provides in part that:

15 "It is unlawful for any person, for compensation, other than persons authorized to  
16 practice law or authorized by federal law to represent persons before the Board of  
17 Immigration Appeals or the United States Immigration and Naturalization Service, to  
18 engage in the business or act in the capacity of an immigration consultant within this  
19 state **except as provided in this chapter.**"

20 (§ 22440, emphasis added.)

21 11. Wenko owned and operated a legal services business called Asian Pacific Legal Services  
22 since at least May 1998. Since at least February 1999, Huang co-owned and operated that business  
23 with Wenko.

24 12. Wenko, since May 1998, and Huang, since February 1999, acted as immigration  
25 consultants by giving non-legal assistance or advice on immigration matters, in addition to legal advice  
26 on immigration matters. Evidence of Wenko and Huang's business practices was presented at trial  
27 through the testimony of consumer victims, attorneys formerly associated with APLS, as well as through  
28 numerous documents bearing APLS' name, in letterhead and in documents submitted to the INS and  
immigration courts.

13. From May 1998 to the present, neither Wenko nor Huang was authorized to practice law  
or authorized by federal law to represent individuals at asylum interviews before the INS or in court  
proceedings before the Board of Immigration Appeals (i.e., immigration courts). Accordingly, Wenko  
and Huang were bound by the requirements of the ICA.

1 14. Persons acting in the capacity of immigration consultants are required to file a bond in the  
2 amount of \$50,000.00, or a deposit in lieu of a bond, with the Secretary of State of the State of  
3 California. (§ 22443.1.) The documentary evidence showed that Huang and Wenko failed to file such  
4 a bond.

5 15. Persons acting in the capacity of immigration consultants are required, prior to providing  
6 any services to clients, to provide written disclosures that include their names, addresses, telephone  
7 numbers, agents for service of process, and evidence of compliance with applicable bonding  
8 requirements and bond numbers, and to state that they are not attorneys. (§ 22442.2 , subd (a) and  
9 (b).) Again, the documentary evidence showed that Huang and Wenko failed to file such a bond, and  
10 thus, they failed to comply with these requirements.

11 16. Wenko and Huang were also required to provide written contracts that include  
12 statements that they are not attorneys and may not perform the services of an attorney, and that the  
13 client has a right to rescind the contract within 72 hours of signing it. (§ 22442.) The documentary  
14 evidence showed that they failed to provide written contracts that included such statements.

15 17. The ICA prohibits an immigration consultant from making “false or misleading  
16 statements to a client while providing services to the client.” (§ 22444.) Evidence of Wenko and  
17 Huang’s false or misleading statements to APLS clients was presented at trial through (1) the  
18 advertisements Huang and Wenko placed in the Zhong Guo Daily News and the Chinese Consumer  
19 Yellow Pages, (2) the retainer agreements that Defendants entered into with APLS clients, (3) the  
20 business cards APLS distributed to clients, and (4) testimony regarding the oral misrepresentations  
21 made to APLS clients.

#### 22 The Advertisements

23 APLS advertisements in the Zhong Guo Daily and the Chinese Consumer Yellow Pages  
24 contained numerous false and misleading statements, designed to mislead consumers into thinking that  
25 APLS was a law office. As Shiru Hong, a court-certified interpreter testified, the very name Asian  
26 Pacific Legal Services translates to Chinese as “Asian Pacific Attorney’s Office.”

27 In the 1999, 2000, and 2001 Chinese Consumer Yellow Pages (“Yellow Pages”) for Southern  
28 California, all three ads state that “Asian Pacific Attorney’s Office” specializes in asylum cases, other

1 immigration matters, and appeals. More than a year after Wenko’s disbarment, the 2000 Yellow  
2 Pages ad still touted, “U.S. immigration specialists, Walter, Mark Rose prominent attorneys jointly  
3 personally in charge . . . Experienced American attorneys.” Similarly, the 2001 Yellow Pages ad  
4 promises that APLS clients will be “[a]ccompanied throughout the [immigration] process by  
5 experienced American attorneys.”

6 Wenko and Huang’s Yellow Pages ads also had the tendency to mislead potential clients by  
7 guaranteeing speedy, favorable outcomes in all immigration cases. The 2001 Yellow Pages ad  
8 unrealistically guarantees that APLS clients will “[o]btain within the shortest time A#/work permit/green  
9 card, until your entire family immigrates to the U.S. within 1 year.” Defendants presented no evidence  
10 to show that Defendants had any reasonable basis for making such claims.

11 The circulation of the Chinese Consumer Yellow Pages in 2000 was 100,000, and in 2001 was  
12 100,000.

13 From approximately April 1998 to at least September 2000, Defendants bought substantially  
14 similar ads for APLS in Southern California Chinese newspapers, including the *Zhongguo Daily News*  
15 [China Daily News]. These ads also misled potential clients into believing that APLS would provide  
16 them with competent legal services from an attorney. Some of the ads touted “U.S. immigration  
17 specialist, prominent attorney Walter personally in charge,” while others highlighted “Walter,” “Mike,”  
18 “Peter,” “Robert,” and/or “Hueston” as being “personally in charge.”

19 Most of the ads also promised that attorneys would “personally handle court appearances” and  
20 that APLS clients would be “[a]ccompanied by experienced American attorneys throughout the  
21 [immigration] process.” As with their Yellow Pages ads, defendants’ newspaper ads tended to mislead  
22 potential clients by guaranteeing speedy, favorable results in all immigration cases. Prior to July 2000,  
23 most of the ads guaranteed that “within the shortest time you will obtain A#/work permit/green card,  
24 until your entire family immigrates to the U.S. within 1 year.”

25 The circulation of the Zhong Guo Daily news in 2000 was 40,000.

#### 26 The Retainer Agreements

27 None of the retainer agreements APLS provided to its clients contained the language required  
28 by ICA and regulations interpreting ICA. (See Cal. Code Reg., tit. 16, § 3840.) As with the 41

1 retainer agreements introduced as Exh. 1, 17-18, 20-30 and 32-36, consumer victims Yao Xu and Q.  
2 Yun Huang's agreements not only did not contain a statement that APLS was not an attorney's office,  
3 but the agreement misleadingly suggested that APLS would provide these consumers with legal  
4 services.

5 Ms. Carol Villareal's voluminous records testimony coupled with her demonstrative charts  
6 proved that at the time of the search warrant in April 2001, there were at least 162 similar APLS  
7 retainer agreements on file, which indicated on the individual retainer agreements themselves that APLS  
8 clients agreed to pay total of \$802,100 in fees.

#### 9 The Business Cards

10 APLS and its employees distributed business cards to clients which indicated "Walter Wenko,  
11 Anorney [sic] at Law" and/or contained the misleading name "Asian Pacific Legal Services," which  
12 translates into Chinese to mean "Asian Pacific Attorney's Office." As a result, consumers were led to  
13 believe, and some did believe, that APLS was a law office.

#### 14 False and Misleading Oral Statements

15 All three consumer victims testified that APLS made false and misleading oral statements to  
16 them to the effect that APLS was an attorney's office capable of handling the consumer's immigration  
17 case.

18 18. In operating their business, Huang and Wenko provided legal services and advice they  
19 were not authorized to provide, in violation of Section 22441(d) of the ICA. For example, the  
20 consumer victims testified that they met only with Huang, Wenko or another APLS employee to discuss  
21 their cases, and that they only met the attorney who accompanied them to the asylum interview or the  
22 court hearing on the day of the scheduled appearance.

23 Further evidence proved, through the testimony of former attorney defendants Peter Nelson  
24 and Mark Rose, as well as the testimony of California Department of Justice Special Agent Supervisors  
25 George Fawrup and Warren Wong, that Huang and Wenko prepared all the correspondence,  
26 pleadings and documents to be submitted to the INS and the immigration courts on behalf of APLS  
27 clients.

28 Specifically, Mr. Nelson testified that he never had control over client files, he did not consider



1 the APLS files to be his but rather those of the APLS office, never saw any of the APLS client files  
2 and thus he did not review them, and that he did not maintain or work out of the APLS office. Mr.  
3 Nelson further testified that his role at APLS was limited to making appearances, primarily asylum  
4 interview appearances, and that as such, he never prepared any of the legal paperwork or advised any  
5 of the APLS clients about their immigration case. Indeed, Mr. Nelson testified that prior to the actual  
6 day of the interview, he never met with any APLS client and would sometimes actually have to call out  
7 the client's name in the waiting room at the INS because he did not know what the client looked like.

8 Mr. Nelson further testified that Huang and Wenko maintained control over the clients' files and  
9 cases and that he did not supervise Huang and Wenko. Rather, they paid him and instructed him  
10 regarding when he was to make discrete appearances and on behalf of which clients he was to appear.  
11

12 Similarly, Mr. Rose testified that the documents containing his name, which were found in client  
13 files and in computer data seized pursuant to a search warrant at the APLS office and the home of  
14 Huang and Wenko, were neither authored by him, nor did he authorize anyone at APLS to draft such  
15 documents. Mr. Rose testified that he never signed any documents as the "attorney of record" for  
16 APLS. As such, he was not the "attorney of record" for APLS clients, even though numerous  
17 documents, including "Notice of Entry of Appearance as Attorney or Representative" forms (i.e., "G-  
18 28" and "E-28" forms) seized pursuant to search warrant indicated he was. Moreover, Mr. Rose  
19 testified that he never authorized APLS to sign his name on behalf of clients and further testified that all  
20 signatures found in the possession of Huang and Wenko, in the client files located at their home and  
21 office were not his.

22 **B. Unauthorized Practice of Law**

23 19. As described above in paragraph 18, Huang and Wenko's provision of legal services  
24 within the context of their business scheme constituted the unauthorized practice of law. This  
25 unauthorized practice of law violates not only the Immigration Consultants Act, section 22441, but also  
26 section 6125 of the Business and Professions Code. Section 6125 of the State Bar Act provides that  
27 "[n]o person shall practice law in California unless the person is an active member of the State Bar." (§  
28 6125.)

1 20. “It is well settled in California that ‘practicing law’ means more than just appearing in  
2 court.” (*Estate of Condon* (1998) 65 Cal.App.4th 1138, 1142.) Rather, the practice of law “includes  
3 legal advice and counsel and the preparation of legal instruments and contracts by which legal rights are  
4 secured although such matter may or may not be [pending in court.” (*People v. Landlords  
5 Professional Services* (1989) 215 Cal.App.3d 1599, 1604 [eviction service committed unauthorized  
6 practice of law].)

7 21. Although mere clerical services or the provision of generalized legal information do not  
8 require licensure, the rendering of personalized legal advice related to a specific client’s needs  
9 constitutes the practice of law, especially when the advisor claims a level of expertise that increases the  
10 likelihood that the client will follow the advice. (*People v. Landlords Professional Services, supra*,  
11 215 Cal.App.3d at 1608-09.) "Providing advice as to which forms to use, which blanks to fill in with  
12 what information . . . is itself the practice of law." (*Ibid.*) Thus, the selection of appropriate legal  
13 instruments to fit a client's needs involves the practice of law. (See *People v. Sipper* (1943) 61  
14 Cal.App.2d Supp. 844, 847, disapproved on other grounds, *Murgia v. Municipal Court* (1975) 15  
15 Cal.3d 286.)

16 22. Wenko, Huang and their employees went far beyond providing mere clerical services  
17 or generalized legal information to the public. The evidence showed that they - and no other - rendered  
18 personalized legal advice after consulting with individual clients about the client’s specific needs and  
19 eligibility for asylum. In addition, they collected what they themselves describe in their retainer  
20 agreements as “attorney’s fees” and prepared documents to be submitted to the INS and/or the  
21 immigration courts on behalf of clients over an attorney’s name, often without that attorney’s  
22 knowledge.

23 23. The Court finds that Huang not only engaged in the unauthorized practice of law herself,  
24 but that she also aided and abetted Wenko to engage in the unauthorized practice of law.

25 A party, such as Huang, who aids and abets deceptive or unlawful conduct or furnishes the  
26 means for its accomplishment is equally liable with those who directly perpetrate the misconduct. (See  
27 *People v. Bestline Products, Inc.* (1972) 61 Cal.App.3d 879, 918.) Liability is imposed on one who  
28 aids and abets another’s wrongful conduct if the individual “(a) knows the other’s conduct constitutes a

1 breach of duty and gives substantial assistance or encouragement to the other to so act or (b) gives  
2 substantial assistance to the other in accomplishing a tortious result and the person's own conduct,  
3 separately considered, constitutes a breach of duty to the third person." (*Saunders v. Superior Court*  
4 (1994) 27 Cal.App.4th 832, 846 [section 17200 action].) "Aiding and abetting requires not  
5 agreement, but simply assistance." (*Janken v. GM Hughes Electronics* (1996) 46 Cal.App.4th 55,  
6 78.)

7 Huang knew about Wenko's deceptive tactics to get around his disbarment, and she provided  
8 substantial assistance or encouragement despite such knowledge. Indeed, Huang furnished the means  
9 for Wenko's deception because she was the means by which Wenko could gain access to the Chinese-  
10 speaking clients whom he sought to deceive.

11 Plaintiff presented ample evidence that Huang aided and abetted Wenko in the unauthorized  
12 practice of law. This evidence was presented through the testimony of the three consumer victims,  
13 through the advertisements these victims relied upon in seeking APLS' services, and through the  
14 numerous APLS retainer agreements, G-28 and E-28 forms, correspondence to and from the INS and  
15 the immigration courts, and pleadings found in the search of Defendants' home and office. The  
16 evidence showed that Wenko and Huang used attorney's names, including that of Mark Rose and  
17 Peter Nelson, to perpetuate the facade that their office was an attorney's office - and not the non-  
18 attorney Defendants themselves - who was representing the clients through the immigration application  
19 process.

20 24. Additionally, Wenko, with Huang aiding and abetting his actions, violated Section 6126  
21 of the State Bar Act. Section 6126 prohibits a disbarred attorney, such as Wenko, from advertising or  
22 holding himself out as practicing or otherwise entitled to practice law. Huang aided and abetted Wenko  
23 in this unlawful practice, by, among other things, making oral misrepresentations to clients that Wenko  
24 was a lawyer and was authorized to practice law.

25 **C. False Advertising**

26 25. As detailed in paragraph 17, the numerous advertisements APLS ran in the Zhong Guo  
27 Daily News and the Chinese Consumer Yellow Pages also violated ICA and the State Bar Act. These  
28 advertisements each individually also constitute a separate violation of Section 17500, as discussed

1 below.

2 **II. VIOLATION OF SECTION 17500 ET SEQ.**

3 26. Section 17500 provides in part that, “It is unlawful for any person, firm, corporation or  
4 association . . . to make or disseminate or cause to be made or disseminated before the public in this  
5 state, or to make or disseminate or cause to be made or disseminated from this state before the public  
6 in any state . . . any statement . . . which is untrue or misleading, and which is known, or which by the  
7 exercise of reasonable care should be known, to be untrue or misleading . . .” (§ 17500.) Under  
8 Section 17500, a statement is impermissibly untrue or misleading if the statement has the capacity to  
9 mislead members of the public. (*Fletcher v. Security Pacific National Bank* (1979) 23 Cal.3d 442,  
10 451; *Chern v. Bank of America* (1976) 15 Cal.3d 866, 876; *People ex rel. Mosk v. Lynam* (1967)  
11 253 Cal.App.2d 959, 965-966.) As the California Supreme Court has declared:

12 Under this section [Bus. & Prof. Code, §17500], a statement is false or  
13 misleading if members of the public are likely to be deceived. Intent of the  
14 disseminator and knowledge of the customer are both irrelevant. Referring to  
15 both section 17500 and Civil Code section 3369 [now Bus. & Prof. Code,  
§17200], it has been said: ‘The statute affords protection against the probability  
or likelihood as well as the actuality of deception or confusion.’ [Citation  
omitted.]

16 (*Chern v. Bank of America, supra*, 15 Cal.3d at 876; see *Ball v. American Trial Lawyers Assn.*  
17 (1971) 14 Cal.App.3d 289, 310.)

18 Section 17500 makes it unlawful for any person to make any statement that the person knows  
19 or by the exercise of reasonable care should know to be untrue or misleading in order to sell goods or  
20 services. Section 17500's prohibition embraces both deceptive advertising in general and untrue and  
21 misleading oral statements made directly to individuals by telephone or in-person. (See *Ford Dealers*  
22 *Assn. v. Dept. of Motor Vehicles* (1982) 32 Cal.3d 347, 358.)

23 Any violation of section 17500 “‘necessarily violates’ the UCL.” (*Kasky v. Nike* (2002) 27  
24 Cal. 4<sup>th</sup> 939, 950.) The capacity or likelihood that a statement might mislead is the touchstone of a  
25 violation. Actual deception need not be shown, and the consumer’s knowledge, reasonable reliance,  
26 and damage are likewise not elements of the offense and need not be pleaded or proven. (See  
27 *Committee on Children’s Television, Inc. v. General Foods Corp.* (1983) 35 Cal.3d 197, 211  
28 [“*Children’s Television*”].)

1 The California Supreme Court has recognized that both sections 17200 and 17500 “prohibit  
2 ‘not only advertising which is false, but also advertising which[,] although true, is either actually  
3 misleading or which has a capacity, likelihood or tendency to deceive or confuse the public.’” (*Kasky*  
4 *v. Nike, supra*, 27 Cal. 4<sup>th</sup> at 951, quoting *Leoni v. State Bar* (1985) 39 Cal.3d 609, 626.

5 Thus, to state a claim under either section 17200 for unfair business practices or section 17500  
6 for false advertising, “it is necessary only to show that `members of the public are likely to be  
7 deceived.’” (*Kasky v. Nike, supra*, 27 Cal. 4<sup>th</sup> at 951 quoting *Committee on Children’s Television,*  
8 *Inc. v. General Foods Corp., supra*, 35 Cal.3d at 211.) The primary evidence in a false advertising  
9 case is the advertising itself. (*Brockey v. Moore* (2003) 107 Cal.App. 4<sup>th</sup> 86 [use of the term “legal  
10 aid” by a non-attorney is misleading].)

11 27. The advertisements Wenko and Huang published, described in paragraph 17 were likely  
12 to deceive the public, if not outright false, and therefore they constitute false and misleading statements  
13 in violation of Section 17500.

14 28. Additionally, the retainer agreements, business cards, and Defendants’ oral  
15 misrepresentations, described in paragraph 17, also constitute false and misleading statements for  
16 purposes of Section 17500.

17 29. The Section 17500 violations described above are also independently actionable under  
18 Section 17200. Accordingly, the Court finds that such violations form the basis for civil penalties under  
19 Section 17200 as well as independently under Section 17500.

### 20 **III. No Violation of Penal Code Section 653.55**

21 30. Plaintiff also alleges a cause of action for violation of Penal Code Section 653.55.  
22 Section 653.55 makes it a misdemeanor for “any person for compensation to knowingly make a false  
23 or misleading material statement or assertion of fact in the preparation of an immigration matter which  
24 statement or assertion is detrimentally relied upon by another.” (Pen. Code, § 653.55.) In a civil  
25 action brought by the Attorney General, any person who violates section 653.55 “shall be liable” for  
26 civil penalties of up to \$2,500 per violation. (Pen. Code, § 653.59.)

27 31. If the standard of proof for this cause of action were the preponderance of the evidence,  
28 the Court would find Huang and Wenko violated Penal Code Section 653.55. However, because the

1 standard of proof for a penal code section violation is proof beyond a reasonable doubt, the Court finds  
2 that Plaintiff did not meet its burden. Accordingly, the Court finds no liability on the part of Huang  
3 based on Penal Code Section 653.55.

4 **AFFIRMATIVE DEFENSES**

5 32. Huang’s answer contains a general denial of the allegations in Plaintiff’s Complaint.  
6 Huang’s answer seemingly contains one affirmative defense, in which she and Wenko assert “that this  
7 court lacks subject matter jurisdiction as a result of the pre-emption [sic] of the U.S. immigration Laws  
8 by congress.” The answer further purports that “Defendants reserve every defense available to them  
9 including affirmative all [sic] defenses.”

10 33. Huang has failed to prove her affirmative defenses. She presented neither credible  
11 evidence nor argument to support any of her defenses. The gravamen of Huang’s defense at trial was  
12 that she was nothing more than an administrative assistant who performed clerical tasks at her  
13 husband’s place of business. However, the overwhelming weight of the evidence revealed that Huang  
14 co-owned the APLS business with Wenko, that she was responsible for placing the misleading  
15 advertisements described above, and that, at a minimum, she assisted Wenko in the running of the  
16 APLS business.

17 Huang has the burden of proof and burden of production as to her affirmative  
18 defenses. (Evid. Code, §§ 500 & 550.) Having offered no evidence to support her affirmative  
19 defenses, the Court rules that these defenses are unproven.

20 **REMEDIES**

21 33. **Permanent Injunction:** In light of the evidence presented in this case, and pursuant to  
22 Business and Professions Code sections 17203 and 17535, the Court orders that a permanent  
23 injunction be entered against Huang, to enjoin her from making the kind of misleading statements and  
24 engaging in the kind of unfair acts of competition shown in this case.

25 34. **Civil Penalties:** Section 17206 provides that "[a]ny person who engages, has engaged, or  
26 proposes to engage in unfair competition shall be liable for a civil penalty not to exceed two thousand  
27 five hundred dollars (\$2,500) for each violation . . . ." (Emphasis added.) A separate civil penalty of  
28 up to \$2,500 is likewise established for violations of Section 17500. (See Bus. & Prof. Code, §

1 17536.)

2 The imposition of a penalty under Section 17206 and of a penalty under Section 17536  
3 for each violation is mandatory, although the precise assessment is discretionary. (*People v. Custom*  
4 *Craft Carpets* (1984) 159 Cal.App.3d, 676, 686; *People v. National Association of Realtors*  
5 (1984) 155 Cal.App.3d 578, 585.) The civil penalty remedies are cumulative to each other. (See Bus.  
6 & Prof. Code, §§ 17205 and 17534.5.) Thus, a court is authorized to impose a cumulative civil  
7 penalty under Sections 17206 and 17536 of up to \$5,000 per violation (see generally *People v.*  
8 *Toomey* (1985) 157 Cal.App.3d 1, 22).

9 Having considered the relevant factors in determining the amount of civil penalties, the  
10 Court orders that Huang pay civil penalties of \$350,000.00: \$175,000 in civil penalties for violations of  
11 Section 17500, and \$175,000 in civil penalties for violations of Section 17200. The Court calculates  
12 such penalties as follows: penalties are assessed for each deceptive advertised Defendant used, for  
13 each deceptive and unlawful retainer agreement Defendant used, for each deceptive business card  
14 Defendant used, for each deceptive statement made to APLS clients, and for each violation of the  
15 Immigration Consultants Act.

16 Just reviewing the \$350,000.00 penalty assessed on the basis of the advertisements shows the  
17 reasonableness of such a penalty amount, because the advertising contracts indisputably signed by  
18 Huang, in and of themselves, justify a civil penalty substantially in excess of \$350,000. Specifically,  
19 Plaintiff presented evidence of sixteen advertising contracts signed by Huang for APLS advertisements,  
20 which ran three times a week in the Zhong Guo Daily News from February 1999 through July 2000.  
21 (See Trial Ech. 130.) This constitutes a minimum of 204 violations - one for each ad that ran on each  
22 different day - and as many violations as the number of consumers who read the APLS advertisement  
23 in the Zhong Guo Daily News. (See *People v. Superior Court (Olson)* (1979) 92 Cal.App.3d 181.)

24 Similarly, Huang signed two advertising contracts with the Chinese Consumer Yellow Pages for  
25 APLS ads that ran year round in 2000 and 2001. (See Trial Ech. 126.) This constitutes a minimum  
26 of two violations - one for each annual ad - and as many 100,000, the circulation of the yellow pages,  
27 or at a minimum, an additional violation for each consumer who read the APLS advertisement in the  
28 Chinese Consumer Yellow Pages. See *People v. Superior Court (Olson)* (1979) 92 Cal.App.3d

1 181.<sup>2/</sup>

2 35. Restitution: The Supreme Court has held that “section 17535 authorizes restitution not  
3 only of any money which has been acquired by means of an illegal practice, but further, permits an  
4 order of restitution of any money which a trial court finds ‘may have been acquired by means of any ...  
5 [illegal] practice.’ (Italics added.) This language, we believe, is unquestionably broad enough to  
6 authorize a trial court to order restitution without requiring the often impossible showing of the  
7 individual’s lack of knowledge of the fraudulent practice in each transaction. . . . We do not deter  
8 indulgence in fraudulent practices if we permit wrongdoers to retain the considerable benefits of their  
9 unlawful conduct.” (*Fletcher v. Security Pacific National Bank* (1979) 23 Cal.3d 442, 451.)

10 Pursuant to Business and Professions Code sections 17203 and 17535, the Court orders  
11 restitution for those consumer victims who testified at the trial in this action, for the amounts these  
12 victims paid to APLS pursuant to the retainer agreements they entered into with APLS. These  
13 amounts are as follows: (1) \$5,000 payable as restitution to consumer victim Miao Yun Huang; (2)  
14 \$1,500 payable as restitution to consumer victim Kean (a.k.a. Jennifer) Hung; and (3) \$2,500 payable  
15 as restitution for Yao (a.k.a. Irene) Xu.

16 36. This document is the statement of decision.

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18 Dated: \_\_\_\_\_, 2004

\_\_\_\_\_  
The Hon. Jon Mayeda

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21 Submitted By:

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2. The numerical calculations are as follows:

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206 (204 newspaper ads + 2 yellow pages ads) violations under Section 17200 @ \$1,000.

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+ 206 (204 newspaper ads + 2 yellow pages ads) violations under Section 17500 @ \$1,000.

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= 412,000.00 > \$350,000.00.

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SABRINA S. KIM  
OFFICE OF THE ATTORNEY GENERAL  
Counsel for Plaintiff,  
The People of the State of California



1 of counsel and good cause appearing therefrom:

2 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

3 1. The Court has jurisdiction of the subject matter and the parties.

4 2. Entry of this Final Judgment and Permanent Injunction (“Judgment”) is in the  
5 public interest.

6 3. The injunctive provisions of this Judgment are applicable to Defendant Miao Huang  
7 (“Huang”), who has done business as Asian Pacific Legal Services and Asian Pacific Services, and to  
8 her agents, employees, representatives, successors, assigns, and to all persons acting by, through,  
9 under or on behalf of any of them, and to all persons acting in concert with or participating with any of  
10 them with actual or constructive knowledge of this Judgment, all of whom shall be referred to as  
11 “Huang.”

12 **INJUNCTIVE PROVISIONS REGARDING BUSINESS PRACTICES**

13 4. Pursuant to California Business & Professions Code sections 17203 and  
14 17535, Huang shall be and is hereby permanently enjoined and restrained from, directly or indirectly,  
15 doing any of the following acts or practices:

16 A. Engaging in the business or acting in the capacity of an immigration consultant, as  
17 defined in California Business & Professions Code section 22441,<sup>1/</sup> unless and until  
18 Huang:

- 19 (1) Complies with Bus. & Prof. Code sections 22440, *et seq.* (the “Immigration  
20 Consultants Act” or “ICA”) by:
- 21 a. Complying with section 22443.1 (a) by posting a bond in the amount of
  - 22 \$50,000.00 with the Secretary of State of California;
  - 23 b. Complying with section 22441 (d) by not providing any legal advice or
  - 24 assistance;
  - 25 c. Complying with section 22442.2 (b) by providing all clients with the
  - 26 written disclosures required by such section 22442.2 (b) prior to

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28 1. All statutory references are to the California Business and Professions Code, unless otherwise noted.

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- providing any services;
- d. Complying with section 22442 by providing all clients with a written contract that complies with the requirements of such section;
- e. Complying with section 22443 (a) by delivering copies of all documents completed on behalf of clients to those clients as required by such section;
- f. Complying with section 22443 (c) by not retaining the original documents of clients as prohibited by such section and by returning all original documents to clients;
- g. Complying with section 22443 (a) by including Huang’s name and address on all immigration documents and forms prepared by Huang, as required by such section;
- h. Complying with section 22442.2 (a) and 22444 (d) by conspicuously displaying in Huang’s office(s) notices which comply with the requirements of such sections;
- i. Complying with section 22442.2 (c) by including in any advertisement for services the information required by such section;
- j. Complying with section 22442.3 by not using in any document or advertisement hereafter printed or published, any terms in a language other than English which literally translate into the words or terms “licensed,” “attorney,” “law office,” “legal services,” “immigration specialist,” “handle court appearances,” or other similar words or phrases that imply that non-attorney immigration consultants are attorneys, as prohibited by such section;
- k. Complying with section 22444 (a) by not making false and misleading statements, including but not limited to representing that non-attorneys are attorneys, that non-attorneys are qualified to provide legal services,

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or that clients are guaranteed success in their immigration cases, as prohibited by such section;

- l. Complying with section 22444 (b) by not making unwritten guarantees or promises to clients as prohibited by such section;
- m. Complying with section 22444 (b) by not making written guarantees or promises to clients without some basis in fact for making the guarantee or promise, as prohibited by such section;
- n. Complying with section 22444 (d) by not charging clients a fee for referring their cases to attorneys as prohibited by such section;

(2) Provides Plaintiff with a sample copy of any new contract subject to the ICA, which is entered into following the entry of this Judgment.

- B. Engaging in the practice of law.
- C. Aiding and abetting non-attorneys, including disbarred attorneys are engaged in the unauthorized practice of law.
- D. Assisting attorneys who are engaged in aiding and abetting non-attorneys in the unauthorized practice of law.
- E. Referring cases to attorneys for compensation.
- F. Soliciting business for attorneys or acting as a runner and/or capper for attorneys, as defined by Business & Professions Code section 6151 (a).
- G. Making untrue or misleading statements in connection with the solicitation or sale of legal services and advice, such statements including but not limited to:
  - (1) Representing that Huang and/or other non-attorneys are attorneys when they are not;
  - (2) Representing that attorney(s) are immigration specialists or experts when they are not;
  - (3) Representing that Huang and/or other non-attorneys are qualified to provide immigration legal services and advice when they are not;

- 1 (4) Representing that an immigration consultant business is staffed by attorneys or is
- 2 a law office when it is not;
- 3 (5) Representing that Huang and/or other non-attorneys will refer a client’s case to
- 4 attorney(s) when they will not;
- 5 (6) Representing that an attorney or attorneys will handle a client’s case when
- 6 attorney(s) will not handle it from the beginning and will not handle all aspects of
- 7 the client’s case;
- 8 (7) Making any guarantee or promise that certain legal benefits or results can or will
- 9 be obtained when there is no basis in fact for making such a guarantee or
- 10 promise.

11 H. Otherwise committing unlawful, unfair and/or fraudulent business acts or  
12 practices in violation of the Unfair Competition Law (Chapter 5 [commencing with Section 17200] of  
13 Part 2 of Division 7 of the Business & Professions Code) or the False Advertising Law (Chapter 1  
14 [commencing with Section 17500] of Part 3 of Division 7 of the Business & Professional Code).

15 I. Failing for a period of five years following entry of this Judgment to notify Plaintiff, not  
16 later than five days after employment by an attorney, of her employment by an attorney who practices  
17 in a capacity related to immigration matters.

18 **MONETARY RELIEF**

19 5. **Civil Penalties:** Pursuant to Business and Professions Code sections 17206 and  
20 17536, Huang shall pay to the California Attorney General on entry of this Judgment a civil penalty in  
21 the sum of THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000.00).

22 6. **Restitution:** Pursuant to Business and Professions Code sections 17203 and  
23 17535, Defendant Huang, jointly and severally with Defendant Walter Wenko, shall pay full restitution  
24 to those consumer victims who testified at the trial in this action, for the amounts these victims paid to  
25 Huang’s business, Asian Pacific Legal Services (“APLS”) pursuant to the retainer agreements they  
26 entered into with APLS, minus any refund already provided by APLS. These amounts are as follows:  
27 (1) \$5,000 payable as restitution to consumer victim Qiao Yun Huang; (2) \$1,500 payable as  
28

1 restitution to consumer victim Kwan (a.k.a. Jennifer) Hung; and (3) \$2,500 payable as restitution for  
2 Yao (a.k.a. Irene) Xu.

3 7. Plaintiff is the prevailing party. Huang and Defendant Walter Wenko shall jointly and  
4 severally pay Plaintiff's costs.

5 **RETENTION OF JURISDICTION**

6 8. This Court shall retain jurisdiction over this matter for the purpose of enabling  
7 any party to this Judgment to apply to the Court at any time for such further orders or directions as may  
8 be necessary or appropriate for the construction or carrying out of this Judgment, for modification of  
9 the injunctive provisions of this Judgment, and for Plaintiff to apply at any time for enforcement of any  
10 provisions of this Judgment and for punishment of any violations of this Judgment.

11 9. This Judgment shall take effect immediately on its entry.

12 10. The clerk is ordered to enter this Judgment forthwith.

13 IT IS SO ORDERED:

14 Date: \_\_\_\_\_

15 \_\_\_\_\_  
16 JON MAYEDA  
17 JUDGE OF THE SUPERIOR COURT

18 Submitted by:

19 \_\_\_\_\_  
20 SABRINA S. KIM

21 OFFICE OF THE ATTORNEY GENERAL  
22 Counsel for Plaintiff,  
23 The People of the State of California





1 the above-referenced court, the Honorable Jon Mayeda, presiding without a jury. The case was tried  
2 on December 4, 8, 9, 10, 11, 15 and 16, 2003. Deputy Attorneys General Sabrina S. Kim and  
3 Catherine Z. Ysrael appeared as counsel for Plaintiff the People of the State of California (“People” or  
4 “Plaintiff”). Timothy McCandless appeared as counsel for Defendant Miao Huang (“Huang”), the only  
5 remaining defendant in this action other than Wenko.

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

7 3. The Court has jurisdiction of the subject matter and the parties.

8 4. Plaintiff has established that Walter Wenko has committed numerous violations of  
9 sections 17200, 17500, 6125, and 22240 et seq. of the Business and Professions Code.

10 5. Entry of this Final Judgment and Permanent Injunction (“Judgment”) is in the  
11 public interest.

12 6. The injunctive provisions of this Judgment are applicable to Defendant Walter  
13 Wenko (“Wenko”), who has done business as Asian Pacific Legal Services and Asian Pacific Services,  
14 and to his agents, employees, representatives, successors, assigns, and to all persons acting by,  
15 through, under or on behalf of any of them, and to all persons acting in concert with or participating with  
16 any of them with actual or constructive knowledge of this Judgment, all of whom shall be referred to as  
17 “Wenko.”

18 **INJUNCTIVE PROVISIONS REGARDING BUSINESS PRACTICES**

19 7. Pursuant to California Business & Professions Code sections 17203 and  
20 17535, Wenko shall be and is hereby permanently enjoined and restrained from, directly or indirectly,  
21 doing any of the following acts or practices:

22 A. Engaging in the business or acting in the capacity of an immigration consultant, as  
23 defined in California Business & Professions Code section 22441,<sup>1/</sup> unless and until  
24 Wenko:

25 (1) Complies with Bus. & Prof. Code sections 22440, *et seq.* (the “Immigration  
26 Consultants Act” or “ICA”) by:

27 \_\_\_\_\_  
28 1. All statutory references are to the California Business and Professions Code, unless otherwise noted.

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- a. Complying with section 22443.1 (a) by posting a bond in the amount of \$50,000.00 with the Secretary of State of California;
- b. Complying with section 22441 (d) by not providing any legal advice or assistance;
- c. Complying with section 22442.2 (b) by providing all clients with the written disclosures required by such section 22442.2 (b) prior to providing any services;
- d. Complying with section 22442 by providing all clients with a written contract that complies with the requirements of such section;
- e. Complying with section 22443 (a) by delivering copies of all documents completed on behalf of clients to those clients as required by such section;
- f. Complying with section 22443 (c) by not retaining the original documents of clients as prohibited by such section and by returning all original documents to clients;
- g. Complying with section 22443 (a) by including Wenko’s name and address on all immigration documents and forms prepared by Wenko, as required by such section;
- h. Complying with section 22442.2 (a) and 22444 (d) by conspicuously displaying in Wenko’s office(s) notices which comply with the requirements of such sections;
- i. Complying with section 22442.2 (c) by including in any advertisement for services the information required by such section;
- j. Complying with section 22442.3 by not using in any document or advertisement hereafter printed or published, any terms in a language other than English which literally translate into the words or terms “licensed,” “attorney,” “law office,” “legal services,” “immigration specialist,” “handle court appearances,” or other similar words or

1 phrases that imply that non-attorney immigration consultants are  
2 attorneys, as prohibited by such section;

3 k. Complying with section 22444 (a) by not making false and misleading  
4 statements, including but not limited to representing that non-attorneys  
5 are attorneys, that non-attorneys are qualified to provide legal services,  
6 or that clients are guaranteed success in their immigration cases, as  
7 prohibited by such section;

8 l. Complying with section 22444 (b) by not making unwritten guarantees  
9 or promises to clients as prohibited by such section;

10 m. Complying with section 22444 (b) by not making written guarantees or  
11 promises to clients without some basis in fact for making the guarantee  
12 or promise, as prohibited by such section;

13 n. Complying with section 22444 (d) by not charging clients a fee for  
14 referring their cases to attorneys as prohibited by such section;

15 (2) Provides Plaintiff with a sample copy of any new contract subject to the ICA,  
16 which is entered into following the entry of this Judgment.

17 B. Engaging in the practice of law.

18 C. Aiding and abetting non-attorneys who are engaged in the unauthorized practice of law.

19 D. Assisting attorneys who are engaged in aiding and abetting non-attorneys in the  
20 unauthorized practice of law.

21 E. Referring cases to attorneys for compensation.

22 F. Soliciting business for attorneys or acting as a runner and/or capper for attorneys, as  
23 defined by Business & Professions Code section 6151 (a).

24 G. Making untrue or misleading statements in connection with the solicitation or sale of  
25 legal services and advice, such statements including but not limited to:

26 (1) Representing that Wenko and/or other non-attorneys are attorneys when they  
27 are not;

28 (2) Representing that attorney(s) are immigration specialists or experts when

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they are not;

- (3) Representing that Wenko and/or other non-attorneys are qualified to provide immigration legal services and advice when they are not;
- (4) Representing that an immigration consultant business is staffed by attorneys or is a law office when it is not;
- (5) Representing that Wenko and/or other non-attorneys will refer a client’s case to attorney(s) when they will not;
- (6) Representing that an attorney or attorneys will handle a client’s case when an attorney(s) will not handle it from the beginning and will not handle all aspects of the client’s case;
- (7) Making any guarantee or promise that certain legal benefits or results can or will be obtained when there is no basis in fact for making such a guarantee or promise.

H. Otherwise committing unlawful, unfair and/or fraudulent business acts or practices in violation of the Unfair Competition Law (Chapter 5 [commencing with Section 17200] of Part 2 of Division 7 of the Business & Professions Code) or the False Advertising Law (Chapter 1 [commencing with Section 17500] of Part 3 of Division 7 of the Business & Professional Code).

I. Failing for a period of five years following entry of this Judgment to notify Plaintiff, not later than five days after employment by an attorney, of his employment by an attorney who practices in a capacity related to immigration matters.

**MONETARY RELIEF**

8. **Civil Penalties:** Pursuant to Business and Professions Code sections 17206 and 17536, Wenko shall pay to the California Attorney General on entry of this Judgment a civil penalty in the sum of 1.5 MILLION DOLLARS (\$1,500,000.00).

9. **Restitution:** Pursuant to Business and Professions Code sections 17203 and 17535, Defendant Wenko, jointly and severally with Defendant Miao Huang, shall pay full restitution to those consumer victims who testified at the trial in this action, for the amounts these victims paid to Wenko’s business, Asian Pacific Legal Services (“APLS”) pursuant to the retainer agreements they

1 entered into with APLS, minus any refund already provided by APLS. These amounts are as follows:  
2 (1) \$5,000 payable as restitution to consumer victim Qiao Yun Huang; (2) \$1,500 payable as  
3 restitution to consumer victim Kwan (a.k.a. Jennifer) Hung; and (3) \$2,500 payable as restitution for  
4 Yao (a.k.a. Irene) Xu.

5 10. Plaintiff is the prevailing party. Wenko and Defendant Miao Huang shall jointly and  
6 severally pay Plaintiff's costs.

7 **RETENTION OF JURISDICTION**

8 11. This Court shall retain jurisdiction over this matter for the purpose of enabling  
9 any party to this Judgment to apply to the Court at any time for such further orders or directions as may  
10 be necessary or appropriate for the construction or carrying out of this Judgment, for modification of  
11 any injunctive provisions of this Judgment, and for Plaintiff to apply at any time for enforcement of any  
12 provisions of this Judgment and for punishment of any violations of this Judgment.

13 12. This Judgment shall take effect immediately on its entry.

14 13. The clerk is ordered to enter this Judgment forthwith.

15 IT IS SO ORDERED:

16 Date: \_\_\_\_\_

\_\_\_\_\_  
17 JON MAYEDA  
18 JUDGE OF THE SUPERIOR COURT

19 Submitted By:

20 \_\_\_\_\_  
21 SABRINA S. KIM

22 OFFICE OF THE ATTORNEY GENERAL  
23 Counsel for Plaintiff,  
24 The People of the State of California  
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