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9 ex rel. BILL LOCKYER, as Attorney General

10  
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF LOS ANGELES**

13 THE PEOPLE OF THE STATE OF )  
CALIFORNIA, ex rel. BILL LOCKYER, as )  
14 Attorney General, )  
15 ) Plaintiff, )  
16 vs. )  
17 IMMIGRATION WORLD WIDE )  
SERVICES, INC., a Corporation; JOSE )  
18 ANGEL MEJIA; CLAUDIA MEJIA; )  
CLAUDIA ARREOLA; LETICIA )  
19 GUTIERREZ; CESAR GUZMAN; MARIA )  
TERESA SALAZAR; JOSE A. SALAZAR; )  
20 ALEXIS I. TORRES; LAW OFFICES OF )  
ALEXIS I. TORRES, INC., a Corporation; )  
21 WESLEY SKLARK; and DOES 1 through )  
50, inclusive, )  
22 )  
23 Defendants. )

CASE NO. BC 259055  
Related Case No. BC 259053

**STIPULATED JUDGMENT AS TO  
DEFENDANTS IMMIGRATION  
WORLD WIDE SERVICES, INC., AND  
JOSE ANGEL MEJIA**

24 Plaintiff, the People of the State of California, appearing through its attorney, Bill  
25 Lockyer, Attorney General of the State of California, by Deputy Attorneys General Angela  
26 Sierra and Gloria Castro, filed a complaint on October 3, 2001, against eleven Defendants,  
27 including Defendants Jose Mejia (“Mejia”) and Immigration World Wide Services, Inc.

1 (“IWWS”) for civil penalties, restitution, injunctive and other equitable relief pursuant to  
2 Business and Professions Code section 17200 et seq. [unlawful business practices].

3 The Attorney General’s complaint alleges, inter alia, that Defendants engaged in an illegal  
4 scheme to provide immigration services in violation of California’s Immigration Consultants Act  
5 (Bus. & Prof. Code, § 22440 et. seq.), California’s Unauthorized Practice of Law statute (Bus. &  
6 Prof. Code, § 6125), California’s Lawyer Referral statute (Bus. & Prof. Code, § 6155) and/or  
7 California’s False Advertising statute (Bus. & Prof. Code, § 17500), all in violation of  
8 California’s Unlawful Business Practices Act (Bus. & Prof. Code, § 17200 et seq.).

9 Based upon the filed Stipulation for Entry of Judgment of the Plaintiff Attorney General Bill  
10 Lockyer and Defendants IWWS and Mejia, through their counsel, William C. Fleming, Jr., and  
11 without the taking of evidence, without trial or adjudication of any issue of fact or law, and with  
12 the Plaintiff agreeing to the relief provided in this judgment in reliance on the declarations, which  
13 are attached to the parties’ Stipulation for Entry of Judgment filed concurrently with the Court,  
14 and deposition testimony of Jose Mejia on behalf of himself personally and as President of  
15 IWWS, regarding Mejia’s and IWWS’ assets and business expenditures and good cause  
16 appearing:

17 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

18 **GENERAL PROVISIONS**

19 1. This Court has jurisdiction of the subject matter hereof and the parties hereto,  
20 including the jurisdiction as the ends of justice may require for the purpose of enabling any party  
21 to this Judgment to apply to the Court at any time for such further orders and directions as may  
22 be necessary or appropriate (a) for the construction or carrying out of the Judgment; (b) for  
23 Plaintiff to apply at any time for enforcement of any provision of the Judgment; (c) for  
24 modification of the Judgment; and (d) for punishment of any violations of the Judgment.

25 2. The Attorney General and Defendants IWWS and Mejia may jointly stipulate to make  
26 changes, modifications, and amendments to this Judgment which shall be effective 10 days after  
27 a joint motion is filed by the parties and granted by the Court.

28 3. Defendants IWWS and Mejia shall cooperate fully with Plaintiff in his prosecution of

1 this action against any other companies or individuals who participated in the activities that are  
2 alleged in the complaint in this matter entitled *People v. Immigration World Wide Services, Inc.,*  
3 *et al.*, Los Angeles County Superior Court, Case Number BC259055, and in Plaintiff's  
4 prosecution of the First Amended Complaint filed in this court on September 13, 2002, entitled  
5 *People v. Immigration Solution Center, et al.*, Los Angeles County Superior Court, Case  
6 Number BC259053.

7 4. Defendants IWWS and Mejia shall be jointly and individually responsible for  
8 complying with the terms of the injunction. Defendant Mejia shall further be responsible for  
9 ensuring Defendant IWWS' compliance with its obligations under the injunction.

10 5. Defendants IWWS and Mejia shall pay the Attorney General's costs and attorney's  
11 fees for any enforcement action brought by the Attorney General to obtain compliance with this  
12 Judgment.

### 13 DEFINITIONS

14 6. The term "business premises" means the Defendants IWWS' and Mejia's physical  
15 business location, located at 1324 Wilshire Blvd., Suite 100, Los Angeles, California.

16 7. The term "client" means a person seeking immigration consulting services.

17 8. The term "client contract" means written contracts for the provision of  
18 immigration consulting services by Defendants IWWS and Mejia containing the names of IWWS,  
19 Mejia, Alexis Torres, Law Offices of Alexis I. Torres Inc. and/or Wesley Sklark, executed  
20 between January 1, 1998, and the date of entry of this Judgment.

21 9. The term "client file" means the complete original file Defendants IWWS and Mejia  
22 maintain on individuals to whom they have provided any type of immigration consulting service,  
23 which includes the original and copies of documents, applications, and/or correspondence in the  
24 Defendants IWWS' and Mejia's possession pertaining to any of its clients, whether or not listed  
25 on the client list.

26 ///

27 10. The term "client list(s)" means the lists containing names, addresses, account numbers  
28 and telephone numbers of customers who paid more than \$20.00 to Defendant IWWS in

1 exchange for immigration consulting services from January 1, 1998, to the date that Mejia and  
2 IWWS sign this Stipulation that Plaintiff compiled from (1) a customer database report that  
3 Defendant IWWS and Mejia provided to Plaintiff on June 11, 2003; (2) a June 20, 2003, copy of  
4 IWWS' customer database; and (3) a list of customers who paid more than \$20.00 to Defendant  
5 IWWS in exchange for immigration consulting services from June 21, 2003, to the day before  
6 Mejia and IWWS signed this Stipulation, which Defendants IWWS and Mejia will provide to  
7 Plaintiff no later than September 22, 2003.

8 11. The term "closure notice letter" means a letter that is in both the English and Spanish  
9 languages and must state the following:

- 10 A. The date of closure of Defendants IWWS' and Mejia's business;
- 11 B. The business hours that Defendants IWWS and Mejia will maintain until the  
12 date of closure;
- 13 C. That Defendant IWWS has canceled any balance owed on all client  
14 contracts that were entered into between January 1, 1998 and December 31, 2001.
- 15 D. That no compensation is owed to Defendants IWWS and Mejia for any  
16 services provided and for which there remains an outstanding balance on all client contracts that  
17 were entered into between January 1, 1998 and December 31, 2001;
- 18 E. That Defendant IWWS will not assign or transfer any outstanding balance on  
19 any client contract that was entered into between January 1, 1998 and December 31, 2001 to any  
20 person or entity, and will not refer any information regarding the clients who were provided  
21 services under such contracts to any consumer reporting agency as defined in Civil Code section  
22 1788.2, subdivision (k); and
- 23 F. A description of the procedure, detailed below, that will enable clients, at no  
24 cost to them, to advise the Monitor of their requests for their client files from Defendants IWWS  
25 ///  
26 and Mejia and to obtain their client files from Defendants IWWS and Mejia prior to the date of  
27 closure;

28 12. The term "closure period" means the two years immediately following the date of

1 closure.

2 13. The term "compensation" means money, property, or anything else of value.

3 14. The term "date of closure" means the day on which Defendants IWWS and Mejia shall  
4 close all physical business locations, which, pursuant to this Judgment, is 90 days after the  
5 effective date of the Judgment.

6 15. The term "effective date" means the day of entry of this Judgment as to Defendants  
7 IWWS and Mejia in this matter.

8 16. The term "four (4) enclosures" means:

9 A. A pamphlet published by the Attorney General's Office of Immigrant  
10 Assistance regarding the lawful provision of immigration consulting services in the State of  
11 California;

12 B. A resource sheet listing certified lawyer referral services and non-profit  
13 agencies which provide free or low-cost legal services to qualified individuals;

14 C. A written change of address form adequate to formally advise the Bureau of  
15 Citizenship and Immigration Services ("BCIS"), formerly the Immigration and Naturalization  
16 Service (INS), that correspondence related to any application submitted by Defendants IWWS  
17 and Mejia is to no longer be mailed to Defendants IWWS' and Mejia's address; and

18 D. A pre-addressed postcard in English and Spanish explaining to the client that  
19 if he/she desires that the Defendants IWWS and Mejia return his/her client file, that he/she  
20 complete the postcard and mail it to the Monitor. The postcard shall advise the client of his/her  
21 right to obtain his/her client file at any time prior to or after the date of closure.

22 17. The term "immigration consultant" is defined in Business and Professions Code  
23 section 22441, subdivision (a), as a person who gives nonlegal assistance or advice on an  
24 immigration matter. Nonlegal assistance or advice on an immigration matter includes, but is not  
25 limited to: (a) completing a form provided by a federal or state agency, but not advising a person  
26 as to their answers on those forms; (b) translating a person's answers to questions posed in those  
27 forms; (c) securing for a person supporting documents, such as birth certificates, which may be  
28 necessary to complete those forms; (d) submitting completed forms on a person's behalf and at

1 their request to the BCIS; (e) making referrals to persons who could undertake legal  
2 representation activities for a person in an immigration matter.

3 18. The term “immigration consulting service” is defined in Business and Professions  
4 Code section 22441, and includes, but is not limited to, giving nonlegal assistance or advice on  
5 an immigration matter. Nonlegal assistance or advice on an immigration matter includes, but is  
6 not limited to: (a) completing a form provided by a federal or state agency, but not advising a  
7 person as to their answers on those forms; (b) translating a person's answers to questions posed in  
8 those forms; (c) securing for a person supporting documents, such as birth certificates, which  
9 may be necessary to complete those forms; (d) submitting completed forms on a person's behalf  
10 and at their request to the BCIS; and (e) making referrals to persons who could undertake legal  
11 representation activities for a person in an immigration matter.

12 19. The term “immigration matter” is defined in Business and Professions Code  
13 section 22441, subdivision (b), and Penal Code section 653.56 as any proceeding, filing, or action  
14 affecting the immigration or citizenship status of any person which arises under immigration and  
15 naturalization law, executive order or presidential proclamation, or action of the BCIS, the  
16 United States Department of State or the United States Department of Labor.

17 20. The term “including” means “including but not limited to.”

18 21. The term “Monitor” means David Pasternak, Esq., Pasternak, Pasternak & Patton,  
19 1875 Century Park East, Suite 2200, Los Angeles, California 90067, and any of their employees,  
20 agents, and representatives, or any other person and his or her employees, agents, and  
21 representatives whom the Plaintiff may appoint if David Pasternak becomes unavailable or  
22 unable to perform all or part of his duties under this Judgment.

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24 22. The term “public notice” means a written notice in Spanish, the form and contents of  
25 which have been approved by Plaintiff, which states the following:

26 A. The date of closure of Defendants IWWS’ and Mejia’s business;

27 B. The business hours that Defendants IWWS and Mejia will maintain until the  
28 date of closure and during which clients may retrieve their client files;

1 C. That Defendant IWWS has canceled any balance owed on all client  
2 contracts that were entered into between January 1, 1998 and December 31, 2001.

3 D. That no compensation is owed to Defendants IWWS and Mejia for any  
4 services provided and for which there remains an outstanding balance on all client contracts that  
5 were entered into between January 1, 1998 and December 31, 2001; and

6 E. That Defendant IWWS will not assign or transfer any outstanding balance on  
7 any client contract that was entered into between January 1, 1998 and December 31, 2001 to any  
8 person or entity, and will not refer any information regarding the clients who were provided  
9 services under such contracts to any consumer reporting agency as defined in Civil Code section  
10 1788.2, subdivision (k).

11 23. The term “ready for mailing” means that the closure notice letter and the four (4)  
12 enclosures have been tri-folded and inserted into properly addressed unsealed envelopes with  
13 adequate first-class postage for delivery by the United States Postal Service and showing the  
14 Monitor’s return address. The envelopes shall be organized alphabetically by client last name.

15 24. The term “wind-down period” means the days between the date of entry of this  
16 Judgment and the date of closure of IWWS.

17 **WIND-DOWN PERIOD**

18 During the wind-down period, Defendants IWWS and Mejia are enjoined as follows:

19 25. Defendants IWWS and Mejia shall immediately upon entry of judgment in this action  
20 cease all advertising and/or distribution of any and all publications regarding the immigration  
21 consulting services provided by Defendants IWWS and Mejia except as specifically authorized  
22 by this Judgment. This prohibition includes, but is not limited to, invitations to clients to take  
23 advantage of any service, including any immigration filings, translation services, and tax  
24 preparation services provided by Defendants IWWS and Mejia and any of their current or former  
25 employees, including but not limited to, Defendants Maria Teresa Salazar, Claudia Arreola and  
26 Leticia Gutierrez. This prohibition applies to the wind-down period and the closure period.

27 26. Defendants IWWS and Mejia shall close their business premises, and any other  
28 business location at which they have conducted immigration consulting services, including but

1 not limited to, any Internet websites 90 days after the effective date of this Judgment.

2 27. Defendants IWWS and Mejia shall not enter into any written or oral agreement with  
3 any person for the provision of immigration consulting services 45 days after the effective date of  
4 the Judgment. On the effective date of the Judgment, Defendants IWWS and Mejia shall post  
5 signs in the lobby and in every office within the business premises that state IWWS and Mejia  
6 will cease providing immigration consulting services on the date of closure. The signs, which  
7 shall be in English and Spanish, 24 inches by 36 inches in size and in bold type capitalized  
8 lettering at least 2 ½ inches in height, shall specify the specific date of closure.

9 28. Within 21 days from the receipt of the four (4) enclosures described in paragraph 16  
10 from Plaintiff's attorneys of record, Defendants IWWS and Mejia shall provide to the Monitor  
11 envelopes ready for mailing containing a closure notice letter and four (4) enclosures to the last-  
12 known address of every client who entered into a client contract with Defendant IWWS and/or  
13 with IWWS from January 1, 1998, to the date of entry of this Judgment and to those clients who  
14 paid more than \$20.00 to IWWS in exchange for immigration services from January 1, 1998, to  
15 the date of entry of this Judgment, but who did not sign a client contract. Defendants IWWS  
16 and Mejia must use only the version of the closure notice letter approved by Plaintiff and agreed  
17 to in the Stipulation for Entry of Judgment in the mailing described below. Defendants IWWS  
18 and Mejia shall not place any other item in the ready for mailing envelopes containing the closure  
19 notice letters and enclosures described above, nor write anything on any of the items to be placed  
20 in the envelopes or on the face of the envelopes.

21 ///

22 29. Defendants IWWS and Mejia shall implement a procedure for processing, handling,  
23 and returning client files, to any client who requests his or her file, whether or not they submitted  
24 a written request to the Monitor. The procedure, which must be approved by the Plaintiff, shall  
25 include the requirements set forth below:

26 A. Defendants IWWS and Mejia shall require that each client requesting his/her file  
27 sign a receipt stating that he/she received their client file. The receipts shall state the client's  
28 name, address and telephone number. Defendants IWWS and Mejia shall provide the Monitor



1 copies of these receipts on a weekly basis.

2 B. During any contact with any individual on or around the Defendants IWWS' and  
3 Mejia's business premises during the wind-down period, Defendants IWWS and Mejia, their  
4 employees, agents, or representatives, shall not provide any advertisements or recommendation  
5 concerning any other immigration consulting business or individual(s) furnishing, advertising,  
6 and/or offering immigration consulting services. Defendants IWWS and Mejia shall handle such  
7 inquiries by advising the individual that they are prohibited from making any recommendations  
8 and furnishing a copy of a resource sheet provided by Plaintiffs listing certified lawyer referral  
9 services and non-profit agencies which provide free or low-cost legal services to qualified  
10 individuals.

11 C. Defendant Mejia shall ensure that Defendant IWWS shall maintain reasonable  
12 office hours at their business premises during the wind-down period to permit clients to obtain  
13 their client files. At a minimum, IWWS and Mejia shall maintain office hours of Monday  
14 through Thursday, from 11 a.m. to 6 p.m. and Saturday from 9 a.m. to 12 p.m. throughout the  
15 wind-down period. The office must be staffed by a bilingual individual (speaking English and  
16 Spanish) capable of retrieving and copying clients' files/documents.

17 30. Defendants IWWS and Mejia shall pay in full for publication of a quarter-page public  
18 notice that shall run for five (5) days, with font no smaller than 12-point in the *Cuidad* section of  
19 *La Opinion* Newspaper in Los Angeles as follows:

20 ///

21 A. The public notice must run two (2) non-consecutive days, one to be a Sunday, no  
22 later than seven weeks before the date of closure;

23 B. The public notice must run two (2) non-consecutive days, one to be a Sunday, no  
24 later than four weeks before the date of closure; and

25 C. The public notice must run on the Sunday of the final week before the date of  
26 closure.

27 31. Four weeks prior to the closure date, Defendants IWWS and Mejia shall notify the  
28 United States Postal Service, BCIS, and the Executive Office of Immigration Review (EOIR), in

1 writing, of the fact that they are closing their business premises and that they will not be  
2 receiving mail at that location. Defendants IWWS' and Mejia's notification to BCIS and EOIR  
3 shall also advise the BCIS and EOIR that they can no longer receive correspondence addressed  
4 to Defendants Wesley Sklark and Alexis Torres at the business premises, who may have signed  
5 and submitted G-28 forms and other immigration forms bearing the business premises address.  
6 Copies of these written notifications shall be provided to the Plaintiff. If at any time after the  
7 wind-down period, Defendants IWWS and/or Mejia receive any correspondence from the BCIS  
8 or EOIR, they shall return that correspondence to the sender along with a copy of the written  
9 notification described in this paragraph.

10 32. Defendants IWWS and Mejia shall make a list of all clients from whom Defendants  
11 IWWS and Mejia collected unearned fees, for work yet to be performed, along with the amount  
12 of such fees. Defendants IWWS and Mejia are required to mail to each of these clients a  
13 cashier's check refund for such unearned fees prior to the closure date. Within 30 days prior to  
14 the date of closure, Defendants IWWS and Mejia shall provide the Monitor with the list of  
15 clients' names, addresses and telephone numbers who are entitled to a refund of unearned fees,  
16 and a list of those clients to whom unearned fees were refunded along with copies of the  
17 cashier's checks sent to the clients.

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19 ///

### 20 **THE MONITOR**

21 33. The Monitor shall oversee, review and verify whether Defendants IWWS and Mejia  
22 have complied with all the requirements applicable to them during the wind-down period.

23 34. Defendants IWWS and Mejia shall furnish the Monitor with full and complete access  
24 to their business operations, offices, files, documents, client lists, employees, and anything  
25 related to their business. Defendants IWWS and Mejia shall also promptly furnish the Monitor  
26 with copies of any documents requested by the Monitor necessary to monitor Defendants  
27 IWWS' and Mejia's compliance.

28 35. The Monitor's duties include the following:

1           A. Verifying that Defendants IWWS and Mejia placed the public notices in *La*  
2 *Opinion* that this Judgment requires that they place in that publication in the manner provided by  
3 this Judgment;

4           B. Randomly selecting ten percent (10%) of the ready for mailing envelopes  
5 containing closure notice letters and four (4) enclosures and auditing the selection to ensure  
6 compliance with the terms of this Judgment, including, but not limited to, verifying that the  
7 letters' content meets the requirements set forth in this Judgment, that all enclosures have been  
8 placed in the envelopes, that the envelopes have been properly addressed, using the client lists  
9 which will be provided to the Monitor by the Plaintiff, and that the proper amount of postage has  
10 been affixed to the envelopes. Defendants IWWS and Mejia are required to correct any and all  
11 deficiencies in the ready for mailing envelopes and/or their contents that are identified by the  
12 Monitor;

13           C. Mailing all the envelopes described above, upon finding that Defendants IWWS  
14 and Mejia have fulfilled their obligations under the Judgment with respect to the preparation of  
15 the ready for mailing envelopes. The Monitor shall furnish both the Plaintiff and Defendants  
16 IWWS and Mejia with written notice that he has completed the mailing;

17           D. Providing Defendants IWWS and Mejia with copies of the clients' written  
18 requests for the retrieval of their client files within seven (7) days of receipt of those requests,  
19 and assisting Defendants IWWS and Mejia with the processing of any client file requests and the  
20 return of the requesting client's file. The Monitor shall keep copies of the client's written  
21 requests and shall randomly select and contact ten percent (10%) of those clients who mailed  
22 said written requests to verify that Defendants IWWS and Mejia processed the return of the  
23 client files in accordance with the terms of this Judgment;

24           E. Randomly audit at least ten percent (10%) of all clients who were entitled to a  
25 refund of unearned fees to determine whether they received such refunds;

26           F. Randomly select ten percent (10%) of the business entities or persons that have  
27 provided advertising services to Defendants IWWS and Mejia since January 1998, and contact  
28 these business entities or persons to verify that Defendants IWWS and Mejia are no longer

1 advertising immigration consulting services through these business entities or persons.  
2 Defendants IWWS and Mejia shall furnish the Monitor with a list of all persons and entities that  
3 provided Defendants IWWS and Mejia with any advertising services since January 1998, along  
4 with contact names, addresses and telephone numbers for each person and entity;

5 G. Submission of a written compliance report to the Plaintiff and Defendants IWWS  
6 and Mejia within 30 days after the date of closure. The report will evaluate Defendants IWWS'  
7 and Mejia's compliance with this Judgment.

8 36. Defendants IWWS and Mejia shall pay all of the Monitor's fees and costs. The  
9 Monitor will provide the parties with an accounting of his hourly rates, hours spent on the matter,  
10 and costs incurred in fulfilling his obligations under this Judgment. The Monitor will return any  
11 portion of the \$15,000 to Defendants IWWS and Mejia that may remain unused after payment of  
12 his fees and costs.

13 37. The Court retains continuing jurisdiction to order further compliance and  
14 monitoring of this Judgment and/or to impose sanctions based upon the Monitor's reports,  
15 findings and conclusions. The Monitor shall be discharged from his duties upon Plaintiff's  
16 notification to the court that the Monitor has completed his duties.

17 ///

### 18 **TWO-YEAR INJUNCTION**

19 For a period of two (2) years from date of closure of this Judgment, Defendants IWWS and  
20 Mejia are enjoined as follows:

21 38. Defendants IWWS and Mejia shall refrain from engaging in any and all  
22 immigration consulting services and related conduct as more specifically detailed below.

23 39. Defendants IWWS and Mejia shall not maintain any direct or indirect financial and/or  
24 ownership interest in any immigration consulting service, including, but not limited to, serving as  
25 an agent, employee, contractor, officer, or board of director of any entity, including any business,  
26 corporation, or non-profit group, that provides immigration consulting services.

27 40. Defendants IWWS and Mejia shall not participate in, or accept fees, for the nonlegal  
28 and/or legal representation of an individual in an immigration matter.

1 41. Defendants IWWS and Mejia shall not recruit, pay and/or employ any attorney for the  
2 purpose of providing nonlegal and/or legal services in immigration matters for the benefit of  
3 anyone other than Jose Mejia and his immediate family.

4 42. Defendants IWWS and Mejia shall not engage in any other conduct related to the  
5 processing of immigration matters during the period of the two-year injunction, unless otherwise  
6 specified herein.

7 43. This two-year injunction period may be extended by the Court based upon Defendants  
8 IWWS' and Mejia's non-compliance with the injunction's requirements.

9 44. At the conclusion of the two-year injunction period, Defendants IWWS and Mejia  
10 shall notify Plaintiff in writing, within 30 days, if any of the following occur: IWWS and/or  
11 Mejia establish a new immigration consulting business, commence to act as an immigration  
12 consultant, offer immigration consulting services for compensation, offer immigration consulting  
13 services for no compensation, hold a direct or indirect financial or ownership interest in any  
14 immigration consulting business, and/or commence to work in any capacity on behalf of any  
15 immigration consulting business in any state within the United States. Such written notification

16 ///

17 shall be mailed to the Office of the Attorney General, State of California, Civil Rights  
18 Enforcement Section, 300 South Spring Street, Los Angeles, California 90013.

19 **PERMANENT INJUNCTION**

20 Upon entry of Judgment, Defendants IWWS and Mejia are permanently enjoined as follows:

21  
22 45. Defendants IWWS and Mejia shall not violate and/or aid and abet any violations by  
23 any individual and/or business entity of any of the provisions of California's Immigration  
24 Consultant Act (ICA) (Bus. and Prof. Code, § 22440 et seq.) and any of its statutory progeny.

25 This permanent injunction includes the following:

26 A. Defendants IWWS and Mejia shall not violate section 22443.1 of the ICA, which  
27 requires the filing of a bond in the amount of \$50,000 with the Secretary of State of the State of  
28 California prior to engaging in immigration consulting services as an individual or business.

1 Further, Defendants IWWS and Mejia shall not employ individuals performing immigration  
2 consulting services unless the individual possesses a valid immigration consulting bond.

3 B. Defendants IWWS and Mejia shall not violate section 22442.2, subdivision (c), of  
4 the ICA, which requires that in any advertisements and Web sites that the Defendants IWWS  
5 and Mejia may print, display, publish, distribute, and/or broadcast, or cause to be printed,  
6 displayed, published, distributed or broadcasted for their services as immigration consultants,  
7 including but not limited to, pamphlets, flyers, brochures, billboards, bus bench advertisements,  
8 print advertisements and Web sites, Defendants IWWS and Mejia must include a clear and  
9 conspicuous statement in the language of the advertisement that the Defendants IWWS and  
10 Mejia are immigration consultants and are not attorneys. These advertisements include, but are  
11 not limited to, printed, displayed, published, Internet and broadcasted advertisements for any of  
12 Defendants IWWS' and Mejia's immigration consultant businesses.

13 C. Defendants IWWS and Mejia shall not violate section 22443, subdivision (c), of  
14 the ICA, which prohibits the retention of original documents of clients.

15 ///

16 D. Defendants IWWS and Mejia shall not violate section 22444, subdivision (d), of  
17 the ICA, which requires the conspicuous display of a sign in the office of an immigration  
18 consultant stating that the Defendants IWWS and Mejia cannot charge clients a fee for referral  
19 to attorneys.

20 E. Defendants IWWS and Mejia shall not violate section 22443, subdivision (a), of  
21 the ICA, which requires that a person engaged in the business or acting in the capacity of an  
22 immigration consultant shall deliver to a client a copy of each document or form completed on  
23 behalf of the client. Each document and form delivered must include the name and address of  
24 the immigration consultant. This shall require that clients receive these copies prior to mailing  
25 to any agency, including the BCIS.

26 F. Defendants IWWS and Mejia shall not provide legal advice or assistance to  
27 clients in violation of section 22441, subdivision (d), of ICA, including:

- 28 1) Advising clients about the legal requirements, procedures and ramifications

1 of applying for certain immigration benefits as applied to the clients' specific circumstances;

2           2) Advising clients about which type of immigration proceeding will solve  
3 their specific immigration problems;

4           3) Preparing legal forms on behalf of clients without the clients' specific  
5 directions as to which forms to prepare and what information to include on the forms; and

6           4) Preparing and submitting to the BCIS, formerly known as the INS, legal  
7 correspondence on behalf of clients without the clients' specific direction or knowledge.

8           46. Defendants IWWS and Mejia shall not violate and/or aid and abet any violations by  
9 any individual and/or business entity of the Unauthorized Practice of Law statute (Bus. & Prof.  
10 Code, § 6125) and any of its statutory progeny. This prohibition includes the following:

11           A. Defendants IWWS and Mejia shall not advertise and/or hold themselves out as  
12 attorneys practicing or entitled to practice immigration law or otherwise practice law in  
13 violation of Business and Professions Code section 6126.

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15           B. Defendants IWWS and Mejia shall not practice law without a license from the  
16 State Bar of California by, among other things, providing legal advice to clients about their  
17 individual immigration matters or legal advice regarding immigration benefits for which they  
18 qualify, in violation of Business and Professions Code section 6125. Defendants IWWS and  
19 Mejia shall not advise clients of Defendants IWWS' or Mejia's opinion as to whether the clients  
20 are eligible for immigration benefits and/or about the legal requirements, procedures and  
21 ramifications were the client to apply for particular immigration benefits.

22           C. Defendants IWWS and Mejia shall not accept compensation from clients or  
23 potential clients in exchange for the provision of services of non-attorneys who are engaged in  
24 the unauthorized practice of law either as employees, agents, and/or representatives of  
25 Defendants IWWS or Mejia.

26           D. Defendants IWWS and Mejia shall not aid or abet non-attorneys who are  
27 engaged in the unauthorized practice of law.

28           E. Defendants IWWS and Mejia shall not assist attorneys who are engaged in aiding

1 and abetting non-attorneys in the unauthorized practice of law.

2 47. Defendants IWWS and Mejia shall not violate and/or aid and abet any violations by  
3 any individual and/or business entity of the Lawyer Referral statute (Bus. & Prof. Code, §  
4 6155), and any of its statutory progeny. This permanent injunction includes the following:

5 A. Defendants IWWS and Mejia shall not refer potential clients to attorneys, unless  
6 all of the requirements of Business and Professions Code section 6155, subdivision (a), are met.  
7 This prohibition includes referring clients to attorneys for any services, including the making of  
8 court appearances or the signing of immigration documents on behalf of clients.

9 B. Defendants IWWS and Mejia shall not pay for, or accept compensation for, client  
10 referrals from individuals who refer potential clients to attorneys, unless all of the requirements  
11 of Business and Professions Code section 6155, subdivision (a), are met.

12 48. Defendants IWWS and Mejia shall not violate and/or aid and abet any violation by  
13 any individual and/or business entity of Business and Professions Code section 17500 by making  
14 or causing untrue or misleading statements with the intent to induce members of the public to buy  
15 immigration legal services from them. This permanent injunction includes the following:

16 A. Defendants IWWS and Mejia shall not fail to include in the advertisements they  
17 have printed, displayed, published, distributed, and broadcasted, or advertisements they have  
18 caused to be printed, displayed, published, distributed, or broadcasted for their services as  
19 immigration consultants, including but not limited to Defendants' Web site at  
20 [www.emigration.com](http://www.emigration.com), bus bench advertisements, print advertisements, bill boards, flyers,  
21 mailers, brochures and pamphlets, a clear and conspicuous statement that the Defendants are  
22 immigration consultants and not attorneys, as is required by the ICA.

23 B. Defendants IWWS and Mejia shall comply with ICA's requirements regarding  
24 posting notices in their offices with respect to their status as immigration consultants and their  
25 compliance with statutory bonding requirements.

26 C. Defendants IWWS and Mejia shall not disseminate or cause the dissemination of  
27 Spanish-language pamphlets, describing various forms of immigration relief without including on  
28 those pamphlets, a clear and conspicuous statement that the Defendants IWWS and Mejia are



1 immigration consultants and not attorneys, as is required by the ICA.

2 D. Defendant IWWS shall not represent that it is a law office or that attorneys work  
3 at IWWS. Defendant Mejia shall not represent that any business he operates is a law office or  
4 that attorneys work at his business. Defendant Mejia shall not represent that any business he  
5 works for is a law office unless said business is a bona fide law office managed and operated by  
6 an attorney licenced to practice law in California in accordance with all statutory and regulatory  
7 laws governing the operation of a law practice in the State of California.

8 E. Defendants IWWS and Mejia shall not represent that Defendants IWWS and  
9 Mejia have submitted immigration applications and related documents to the BCIS and/or INS,  
10 when they have not done so.

11 F. Defendants IWWS and Mejia shall not represent that non-attorneys are attorneys  
12 or immigration specialists or experts.

13 G. Defendants IWWS and Mejia shall not represent that non-attorneys are legally  
14 able to provide legal services and advice.

15 H. Defendants IWWS and Mejia shall not represent that an immigration consultant  
16 business is staffed by attorneys, a law office, or is an attorney's office.

17 I. Defendants IWWS and Mejia shall not make any guarantee or promise that  
18 certain legal benefits or results can or will be obtained for any clients.

19 J. Defendants IWWS and Mejia shall not represent that non-attorneys are "attorney  
20 representatives," or "attorney assistants," unless said non-attorneys are employed by a bona fide  
21 law office managed and operated by an attorney licenced to practice law in California in  
22 accordance with all statutory and regulatory laws governing the operation of a law practice in the  
23 State of California.

24 K. Defendants IWWS and Mejia shall not promise clients success in their  
25 immigration cases.

26 L. Defendants IWWS and Mejia shall not misrepresent immigration filing deadlines  
27 to potential and/or actual clients.

28 M. Defendants IWWS and Mejia shall not advise clients that they have submitted the

1 client's immigration application and related documents to the BCIS/INS, when in fact they have  
2 failed to do so.

3 N. Defendants IWWS and Mejia shall not violate section 22444, subdivision (b), of  
4 the ICA by making any guarantee or promise to a client, unless the guarantee or promise is in  
5 writing, and the immigration consultant has some basis in fact for making the guarantee or  
6 promise, including promises as to when Defendants IWWS and Mejia will complete their services  
7 and or the length of time it will take for the INS to respond to the clients.

8 49. Defendants IWWS and Mejia shall not violate any other state and federal  
9 laws concerning immigration consulting and legal representation.

10 50. Defendants IWWS and Mejia shall not use, transfer, sell, or convey in any manner  
11 their business goodwill and related assets, including but not limited to, logos, signs, pictures,  
12 web sites, Internet-domain names, commendations, testimonials, expertise, consulting  
13 functions, fictitious names, nick-names, client lists, and business telephone numbers such as  
14 800-4NACARA, or the name "Immigration World Wide Services" or any derivation of such  
15 name such as "Immigration World Wide." This includes, but is not limited to, using such  
16 goodwill in conjunction with any advertisement, seminar, promotion, or referral.

17 51. Defendants IWWS and Mejia shall not retain, distribute, copy, duplicate, sell, transfer  
18 or otherwise use any client lists related to immigration consulting services, except in carrying  
19 out the provisions of this Judgment. Defendants IWWS and Mejia shall not initiate any contact  
20 with any of their former clients for any other reason whatsoever. Defendants IWWS and Mejia  
21 shall maintain and respect the privacy rights of all individuals on its client list.

22 52. Defendants IWWS and Mejia shall not recruit, pay and/or employ any attorney for the  
23 purpose of providing nonlegal/legal services in immigration matters for the benefit of anyone  
24 other than Jose Mejia and his immediate family.

25 53. Defendant IWWS shall not collect on, assign, or transfer in any manner to any person  
26 or entity, including Defendant Mejia, any and all outstanding accounts where compensation is  
27 purportedly owed to Defendant IWWS for services provided under all client contracts entered  
28 into from January 1, 1998 to December 31, 2001.

1 54. Defendants IWWS and Mejia shall retain client files that are not returned to clients,  
2 pursuant to the terms described above, at Defendants IWWS' and Mejia's expense for a period  
3 of three (3) years commencing with the closure date. Defendants IWWS and Mejia must  
4 maintain these client files in good working condition, and in an organized manner as they would  
5 be kept in the ordinary course of business. On the date of closure, Defendants IWWS and Mejia  
6 shall notify Plaintiff in writing of the storage location of their clients' files, assuming that  
7 Defendants IWWS and Mejia vacate their business premises. Thirty (30) days prior to any  
8 proposed change in this storage location, Defendants IWWS and Mejia shall notify Plaintiff in  
9 writing of the proposed new storage location of the client files. Such written notification shall be  
10 mailed to the Office of the Attorney General, State of California, Civil Rights Enforcement  
11 Section, 300 South Spring Street, Los Angeles, California 90013. All storage locations must be  
12 sufficient to permit reasonable file/document access, organization, and to maintain the files in  
13 good condition. Defendants IWWS and Mejia will provide Plaintiff with the name, address and  
14 telephone number of the custodian of these client files during the three-year period and shall  
15 ensure Plaintiff reasonably prompt access to the client files upon request.

16 55. Defendants IWWS and Mejia shall not use client files for any purpose, except to fulfill  
17 their obligations under this Judgment, and Defendants IWWS and Mejia will maintain  
18 confidentiality of the files, except to fulfill Defendants IWWS' and Mejia's obligations under this  
19 Judgment.

20 IT IS SO ORDERED.

21  
22 DATE: \_\_\_\_\_

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JUDGE OF THE SUPERIOR COURT

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